Item 2

Travis County Commissioners Court Agenda Request

Meeting Date: 09/25/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: Planning and Budget Office
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Receive public comments regarding a request from HID Global Corporation for financial incentives and an economic development agreement.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
HID Global Corporation has requested financial incentives under an economic development agreement to establish a manufacturing and distribution center in Travis County, to create jobs, and to make investments in Travis County that will increase the value of the County's tax base. The State of Texas announced its commitment to invest $1.9 million through the Texas Enterprise Fund in HID Global Corporation, contingent upon finalization of local incentives. The Austin City Council is considering an economic development agreement with the company over two City Council meetings (September 12th and 27th).

A presentation to the Commissioners Court is attached that summarizes key information about HID Global Corporation, the major elements of the proposed project, and the key terms of the proposed agreement. Staff will be prepared to present this information to introduce the public hearing scheduled on September 25, 2012, at the Ned Granger Building located at 314 West 11th.

STAFF RECOMMENDATIONS:
The Planning and Budget Office seeks public comment and direction from the Commissioners Court regarding preferred policy provisions in the draft economic development incentives policy.

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	Cheryl Aker

Updated 9/20/12, 4:00 p.m.

ECONOMIC DEVELOPMENT PROPOSAL

HID GLOBAL CORPORATION

Commissioners Court

Public Hearing

September 25, 2012

ECONOMIC DEVELOPMENT PROPOSAL

- Proposal Highlights, Process and Timeline
- Overview of HID Global
- Evaluation Factors
- WebLOCI Fiscal Impact Analysis
- Benefits of HID Global Proposal
- Key Terms for Court Consideration

PROPOSAL HIGHLIGHTS/ PROCESS AND TIMELINE

- PROPOSAL HIGHLIGHTS
  - Economic development agreement between Travis County and HID Global
  - To establish a manufacturing and distribution center, create jobs and invest in Travis County
- PROCESS AND TIMELINE
- September 25, 2012 – Staff briefing on the proposal to the Commissioners Court, followed by public hearing
- October 2, 2012 – Consideration of key agreement terms by Commissioners Court
- October 9, 2012 – Consideration of agreement in final draft form

OVERVIEW OF HID GLOBAL

- Privately held company since 1991
- Headquarters in Irvine, CA
- A leader in delivery of secure identity solutions for customers around the globe
  - Committed to delivery of advanced and dependable secure identity solutions
- Employs over 2,100 worldwide
  - 11 U.S. locations and 56 global locations

EVALUATION FACTORS

- HID Global proposal includes key elements important to Travis County for consideration of financial incentive
  - Construction of a new 200,000 square foot manufacturing and distribution center that will bring new value to tax base
  - Creation of 276 new jobs, including entry-level jobs
  - Comprehensive employee benefits package
    - Affordable health insurance
    - Domestic partner benefits
    - Tuition reimbursement/other benefits
- County's draft economic development policy served as a <u>guide</u> for evaluation of proposal
  - Updated draft policy to Court for consideration in October

WEBLOCI FISCAL IMPACT ANALYSIS

- WebLOCI is a tool used by chambers of commerce and local governments to help estimate the fiscal impact of an economic development project.
  - Developed in 1999 by Georgia Institute of Technology
  - City of Austin currently assists Travis County with WebLOCI analysis
    - If both parties are considering economic incentives with same company
  - Currently in discussions with CAPCOG to obtain assistance with analysis going forward to more accurately reflect County-wide demographics
- Financial Benefits and Costs of HID Global Proposal
  - Analysis represents only direct benefits and costs associated with project and jobs created.
  - Total direct benefits over 10-year period = $3.2 million
  - Total costs over 10-year period = $2.1 million *
  - Total net benefit over 10-year period = $1.1 million

* Costs include performance-based economic development grant estimated up to $745,000

BENEFITS OF HID GLOBAL PROPOSAL

- Advanced manufacturing companies like HID Global enhance the diversity of the Austin/Travis County economy.
- 276 new jobs in the Austin/Travis County area
- $30 million investment in real property improvements
- $6 million investment in business personal property
- WebLOCI analysis shows net financial benefit to County
- Comprehensive employee benefits package
  - Employee development program, career paths
- Recruitment policies emphasize diversity in hiring
  - Goal to reflect community demographics
- Location in "transit-friendly" activity center
  - Near Cap Metro park & ride site
  - Future bus rapid transit stop planned in 2014

PERFORMANCE-BASED OBLIGATIONS

- Performance-based economic development grant of up to 50% of new incremental real and personal property taxes generated from proposed project
- Travis County not obligated to make grant payment in any year in which the County has determined that HID Global has not met obligations or conditions specified in the grant agreement
- Base rebate of 40% if job creation and capital investment requirements met
- Possible additional rebates
  - 5% if 50% of new jobs filled with Travis County residents
  - Up to 5% if LEED certification of facility achieved
    - At least silver level required

PERFORMANCE-BASED OBLIGATIONS

- Establish a manufacturing and distribution center in Travis County
- Invest $30 million in real property improvements
- Invest $6 million in business personal property
- Create and maintain 276 new full-time jobs in Austin/Travis County metro area with an average annual wage of $51,398
- Work with local minority chambers of commerce to expand pool of diverse job candidates
  - Company's goal in affirmative action plan to reflect diversity of community
- Local and minority business participation in design and construction of manufacturing and distribution center
  - Achieve contracting goals established under City's M/WBE program

NEXT STEPS

- Today
  - Receive public comment on proposed terms of economic development agreement between HID Global Corporation and Travis County
- October 2, 2012
  - Consideration of key agreement terms by Commissioners Court
- October 9, 2012
  - Consideration of agreement in final draft form by Commissioners Court

Updated 9/20/12, 4:00 p.m.

ECONOMIC DEVELOPMENT PROPOSAL

HID GLOBAL CORPORATION

PUBLIC COMMENT

Item 4

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Elizabeth Montgomery, 854-3124
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Introduction of Elizabeth Winn, Assistant County Attorney, to Commissioners Court.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:
James W. Collins, County Attorney, 854-9415
John Hille, County Attorney, 854-9513

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

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

County of TRAVIS
STATE OF TEXAS

314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

September 17, 2012

Hon. Samuel T. Biscoe
Travis County Judge
P. O. Box 1748
Austin, Texas 78767

Re: Agenda Request
Introduction of Elizabeth Winn to Commissioners Court

Dear Judge Biscoe:

Enclosed are an original and eight copies of the above-mentioned item. Pursuant to the rules and procedures of the Travis County Commissioners Court, I have reviewed this item and request that you consider placing this on the September 25, 2012, Voting Session of the Travis County Commissioners Court.

If you have any questions with respect to this matter or if I can be of any other aid to you, please feel free to call on me.

Sincerely,

James W. Collins
Executive Assistant

JWC/erm
Enclosure

Elizabeth Hanshaw Winn

Experience and Skills

Texas Secretary of State, Elections Division, Austin Texas
Director, Legal Division (Staff Attorney 1990-1995) 1990-Present

- Serves as Project Manager over Legal Division of 9 employees (including Senior Attorneys plus support staff).
- Provides legal counsel to Secretary of State, Deputy Secretary of State, and Media/Communications Director, Public information Officer, All Department Heads, State Legislators and their staff.
- Provides legal support to various agencies and organizations: Texas Municipal League, Texas Association of School Boards, Texas Education Agency, Texas Attorney General, Texas Association of Election Administrators, and Texas Conference of Urban Counties.
- Advises local governments (such as cities, school districts, conservation & reclamation districts, and emergency services districts) daily on reducing their litigation risks.
- Assists state and local officials in the implementation of complex federal and state enactments. Past examples include: Texas Accessibility Act (1999); Texas Help America Vote Act; House Bill 1, which resulted in a massive necessity for interlocutory agreements amongst local governments; Senate Bill 100 (82nd Legislature), which resulted in an increase of risk assessment and strategic planning by local entities in the conduct of their future elections, Senate Bill 14 (photo ID laws), and state redistricting.
- Drafts and implements complex administrative rules.
- Provides expert testimony in state and federal court proceedings.
- Assists Texas Attorney General in defense of our agency in election and constitutional lawsuits.
- Serves as subject matter expert before the Texas Legislature.
- Administers Secretary of State's Voting System Certification Program and provide guidance to local entities in their negotiations for voting technology equipment.
- Conducts and leads training for 3,700 local government officials.
- Successfully presented hundreds of continuing legal education courses on Election and Local Government Laws.
- Drafted content for First Generation Texas Online Pollworker Training.

Elizabeth Hanshaw Winn, Attorney at Law, Sole Practitioner 1990-Present

- Develop and implement probate litigation, draft estate planning and real estate documents and provide public presentations on estate planning issues.
- Prepare business organization documentation and provide client consultation on numerous business needs, such as employment contracts, lease negotiations, general business contracts (e.g., covenants not to complete, confidentiality agreements).

Shackelford, Knowles & Strickland, P.C., Houston, Texas **1987-1990**
Associate Attorney
Developed and implemented litigation, discovery, settlement and trial strategies in the following areas of law: Employment Discrimination; Consumer Bankruptcy; Real Estate; Wills & Estate; Personal Injury; Workers Compensation; Family; Insurance Defense (represented TEIA); and Commercial Litigation.

NATIONAL SPEAKING ENGAGEMENTS

- *Texas Implementation of the federal MOVE Act,* National Conference of State Legislators, San Antonio, Texas, 2011
- *Update on Lightbourne Decision*, The Election Center, Washington, D.C., 1992

BAR ADMISSIONS:

- Texas, 1988
- United States Tax Court, Houston, 1989
- Southern District of Texas, Houston, 1990

PROFESSIONAL ASSOCIATIONS

- Leadership Texas, Class of 1998
- Executive Women in Texas Government, Conference Facilities Committee Member
- College of the State Bar of Texas
- Texas Bar Association

LEGAL EDUCATION

University of Houston Law Center, Houston, Texas
Doctor of Jurisprudence: May 1988
Highlights of Honors and Activities:

- Justice, Honor Court
- Advocates, Member-1987-1988
- John Black Moot Court Competition, 1986

UNDERGRADUATE EDUCATION

University of Southern Mississippi, Hattiesburg, Mississippi
Bachelor of Arts, May 1985
Major: Pre-Law/Paralegal Studies
Minor: Criminal Justice
Highlights of Honors and Activities:

- Outstanding Young Woman of 1985
- National Dean's List
- Who's Who Among American Universities and Colleges
- Best Citizen Award for 1985 at the University of Southern Mississippi

University of London - British Studies Program

- Summer of 1984
- Field of Study: England's Criminal Justice System

COMMUNITY INVOLVEMENT

- Lone Star Girl Scout Council, Board Member, October 1998-2002
- Alpha Kappa Alpha Sorority, Inc., Beta Psi Omega Chapter, Standards Chair, 2010-Present; Ivy Leaf Reporter, 2009-2010; Connections Chair, 2007-2008.
- Wesley United Methodist Church, Women's Outreach Committee Member, Women's Chorus Member.

AWARDS & HONORS

1997 TOPS Community Service Award; 1997 Nominations Committee for Outstanding Young Americans; 1991 Outstanding Young Women of America; 1994 Who's Who Among Rising Young Americans; 1992 Award of Distinction-Austin Metropolitan Business Resource Center.

PERSONAL

Bilingual Skills - French

Hobbies: Snow Skiing, Community Service, Helping Others Navigate the World of Personal Finance and Investing.

Item 5

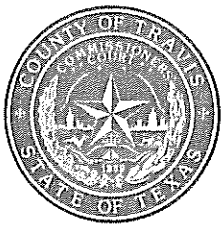
Travis County Commissioners Court Agenda Request

Meeting Date: September 25,2012
Prepared By/Phone Number: Edith Moreida X49444
Elected/Appointed Official/Dept. Head: Commissioner Gomez
Commissioners Court Sponsor: Commissioner Gomez

AGENDA LANGUAGE:

APPROVE PROCLAMATION DESIGNATING OCTOBER 1 THROUGH 14, 2012 AS "THE TWELFTH ANNUAL BI-NATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY.

Travis County Commissioners Court



Proclamation

WHEREAS, Binational Health Week is a coordinated effort between the U.S. and the Consulates of México, El Salvador, Guatemala, Honduras, Columbia, Ecuador and Peru throughout the nation to improve the quality of life of underserved Latino populations by expanding their access to healthcare and providing two free weeks of health services and activities; and,

WHEREAS, According to the 2006 United States Census, this country is home to more than 44.5 million people of Latino origin; and,

WHEREAS, Improving the health of mobile populations requires multiple approaches in service design, delivery, funding priorities, and most fundamentally, requires strong binational commitment; and,

WHEREAS, In 2011 over half a million people nation-wide benefited from Binational Health Week activities; and,

WHEREAS, in Travis County, the Ventanilla de Salud at the Consulate General of Mexico coordinates Binational Health Week, as well as providing year-round outreach efforts focused on uninsured and underinsured Latino populations to raise awareness about preventive health and available health services; and,

WHEREAS, Travis County acknowledges the coordination by the Ventanilla de Salud in Austin and the contributions of many organizations and volunteers collaborating in the organization of health fairs and educational health workshops; and,

WHEREAS, Binational Health Week provides an opportunity to highlight critical health issues in Travis County and throughout the United States and will serve as the basis for future bilateral efforts; and,

WHEREAS, Travis County is committed to recognizing and honoring those observances that are dedicated to the best ideals of public services, and Binational Health Week is one such worthy observance.

NOW, THEREFORE, BE IT PROCLAIMED THAT THE TRAVIS COUNTY COMMISSIONERS COURT SALUTES THOSE EFFORTS TO IMPROVE PUBLIC HEALTH, AND PROCLAIMS OCTOBER 1-14, 2012 AS "THE TWELFTH ANNUAL BINATIONAL HEALTH WEEK" THROUGHOUT TRAVIS COUNTY, TEXAS.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS THIS 25th DAY OF SEPTEMBER, 2012.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4

Item 6

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Caryl Colburn, CES Director – 854-4618
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS – 854-4759
Commissioners Court Sponsor: County Judge, Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON PROCLAMATION DECLARING OCTOBER 2012 AS DOMESTIC VIOLENCE AWARENESS MONTH

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
On behalf of the Austin/Travis County Family Violence Task Force, CES requests that October 2012, the National Domestic Violence Awareness Month (DVAM), be observed in Travis County by the Commissioners Court by reading the attached proclamation (see Attachment A). The proclamation recognizes all domestic violence victims and the work being done to eliminate this offense in Travis County.

It is important that more awareness is brought to the destruction domestic violence brings to our families and to the community at large, so we can speak out against this violent crime with one voice. More awareness and education will bring about a common philosophy we can share to support the efforts currently being made by the Austin/Travis County Task Force members to reduce this crime and also to support future endeavors to do away with this egregious offense.

STAFF RECOMMENDATIONS: Staff recommends that the DVAM Proclamation be read at Commissioners Court to the Travis County community on September 25, 2012.

ISSUES AND OPPORTUNITIES: This is an opportunity to encourage all to participate in activities being planned in Austin/Travis County for DVAM such as, the Stand Up for Safe Families Paddle Parade on Lady Bird Lake, October 4th from 5 p.m. to 7 p.m.; The "Football is a contact sport. Love shouldn't be" campaign sponsored by Sheriff Greg Hamilton, Travis County Sheriff's Office, the Texas Advocacy Project, the school districts in Travis County, Austin ISD, Del Valle ISD, Eanes ISD, Lake Travis ISD, Manor ISD, and Pflugerville ISD who will place a Purple Ribbon on the helmets of their varsity football players in October. Announcements will be made before and during each game recognizing October as Domestic Violence Awareness Month and thanking the football players for uniting together to bring awareness to Domestic Violence.

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

FISCAL IMPACT AND SOURCE OF FUNDING: The only fiscal impact to the county is the cost of having 100 domestic violence posters printed in the print shop.

REQUIRED AUTHORIZATIONS:
Roger Jefferies, County Executive, JPS - 44579
Caryl Colburn, CES Director - 44618
Gretta Gardner, CES Domestic Violence Director – 45484

Travis County Counseling & Education Services

Caryl Clarke Colburn, Director, P.O. Box 1748, Austin, TX 78767 (512) 854-9540

WHEREAS
The family is the foundation of a safe and healthy community. It is Travis County's goal for our citizens to be safe outside of their homes *and* inside of their homes;

WHEREAS
The problem of domestic violence affects all citizens of Travis County crossing all racial, social, religious, ethnic, geographic, and economic groups;

WHEREAS
There were six domestic violence related homicides in 2011;

WHEREAS
Domestic/sexual violence is an immense problem in Travis County, where in 2011, SafePlace received 15,711 hotline calls; 812 victims received emergency shelter; 1,757 victims received 26, 043 hours of counseling; and 5,479 victims received safety and healing services.

WHEREAS
The Travis County Attorney's Office, by and through its Protective Order Division, was granted 887 temporary *ex parte* orders and 663 final protection orders in 2011;

WHEREAS
The Travis County Attorney's Office, by and through its Family Violence Unit, received 3,411 misdemeanor family violence cases in 2011, and filed 3,269 of those cases;

WHEREAS
Domestic violence is widespread, including 1 in 4 women and 1 in 7 men will be victims of severe physical violence by an intimate partner in their lifetime;

Now THEREFORE
In recognition of the impact that domestic violence has on the health and well being of our community, I, Samuel T. Biscoe, County Judge for the Travis County Commissioners Court, do hereby proclaim October 2012 as Domestic Violence Awareness Month.

Further I reaffirm the commitment of Travis County to reduce violence in our homes, as well as on our streets, I urge all citizens to participate in the activities planned by the Austin/Travis County Family Violence Task Force, SafePlace, and community organizations during this month. Also, let us remember the victims of domestic violence, celebrate survivors, and work together to eliminate violence from our community.

Item 7

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Approve Resolution Recognizing the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) for Hosting the State of Texas' Regional Conference in Travis County on October 25, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments. There are over 2,500 members representing more than 350 jurisdictions and 40 local chapters in 37 states. NFBPA is the premier association of Black public leadership. The organization provides support to local government managers in a multitude of disciplines, through intensive training, professional development programs, and a powerful network of public leadership. Locally, the Central Texas Chapter has over 180 members and provides the same support services as the national organization and serves as a resource for local public administrators.

On October 25, 2012, NFBPA will host PRIDE 2012 at the Omni Austin Hotel at Southpark in Austin, Texas.

STAFF RECOMMENDATIONS:

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 recommends approval of the requested Resolution recognizing the Central Texas Chapter of the NFBPA for hosting the statewide event locally.

ISSUES AND OPPORTUNITIES:
This is an opportunity to increase the awareness of the role of public administration to the Travis County community and support the enrichment and education of youth in exploring careers in public administration.

FISCAL IMPACT AND SOURCE OF FUNDING:
Approving this resolution will not increase the County Budget.

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney

Travis County Commissioners Court

Resolution

WHEREAS, on October 25, 2012, the Central Texas Chapter of the National Forum for Black Public Administrators (NFBPA) will host its regional conference – "PRIDE 2012: Commitment to Health, Education, and Leadership" at the Omni Southpark Hotel in Austin, Texas;

WHEREAS, NFBPA has distinguished itself as the premier professional organization dedicated to the advancement of Black leadership in the public sector;

WHEREAS, NFBPA has a growing reputation for strengthening the capacity of state and local government managers in a multitude of disciplines, through intensive training, and professional development programs; and

WHEREAS, this year's PRIDE 2012 Conference will provide workshops that focus on healthy living, wellness, leadership, education and team building; enhancement of skills, knowledge and expertise of public administrators; and public policy forums led by some of the top public and private sector CEO's from across the region and nation.

PRIDE 2012 will also host a Health Fair open to all youth and adult participants as well as a concurrent Public Administrators Day specifically designed for 100 students from the Austin Independent School District.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, DO HEREBY RECOGNIZE, ENCOURAGE AND VALUE THE EFFORTS OF THE CENTRAL TEXAS CHAPTER OF THE NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS AND OFFER THIS RESOLUTION IN THANKS FOR THE COMMITMENT TO THE PROFESSIONAL DEVELOPMENT OF PUBLIC ADMINISTRATORS, AND PLEDGE CONTINUED SUPPORT IN THEIR ENDEAVORS TO IMPROVE THE LIVES OF TRAVIS COUNTY RESIDENTS THROUGH EXEMPLARY PUBLIC SERVICE.

SIGNED AND ENTERED THIS _____ DAY OF SEPTEMBER 2012.

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
SARAH ECKHARDT
COMMISSIONER, PRECINCT 2

_____
KAREN HUBER
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GÓMEZ
COMMISSIONER, PRECINCT 4

Item 9

Travis County Commissioners Court Agenda Request

Meeting Date: 09/25/2012, 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 Samuel T. Biscoe

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

A. Annual contract with the Office of the Attorney General, State of Texas to continue the Statewide Automated Victim Notification Service program in the Information Technology Services Department;
B. Annual contract with the Office of the Governor Criminal Justice Division for the Family Violence Accelerated Prosecution Program in the County Attorney's Office;
C. Annual contract with the Texas Department of Family and Protective Services for the Title IV-E Legal Administration program in the District Attorney's Office;
D. New contract with the Office of the Governor, Criminal Justice Division, for funds to evaluate the Travis County Criminal Court's indigent defense system;
E. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Child Abuse Victim Services Personnel Grant in the Travis County Sheriff's Office;
F. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Juvenile Accountably Block Grant Local Assessment Center Program within Juvenile Probation;
G. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Residential Substance Abuse Treatment Program within Juvenile Probation;
H. Annual contract with Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program within Juvenile Probation;
I. Annual contract with the Substance Abuse and Mental Health Services Administration, Center for Substance Abuse Treatment for the Juvenile Treatment Drug Court program within Juvenile Probation;
J. Permission to use General Fund operating budget to continue the Parenting in Recovery program in Health and Human Services until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Since it is the end of the Fiscal Year for many grants as well as the County there are many grants on the agenda. With the exception of items D and J, these are all renewals of existing programs. Item D is a new grant; the first is a grant to evaluate our criminal indigent defense system and the second provides funding for additional bus passes in HHS.

Item J is a bit unusual as it is a request to continue the operation portion of a grant while a contract is being executed. Normally "Permissions to Continue" only involve continuing the staffing portion of a grant, it is anticipated that any funds spent will ultimately be reimbursed by the grant.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

There are no unusual or unbudgeted grant match requirements in these grants, nor an requirement to continue a specific level of service as a result of accepting the funding.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Leslie Browder
County Judge's Office	Cheryl Aker

TRAVIS COUNTY

9/25/2012

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 #
Contracts												
A	112	Statewide Automated Victim Notification Service	09/01/12 - 08/31/13	$33,332	$0	$0	$0	$33,332	-	R	MC	14
B	119	Family Violence Accelerated Prosecution Program	09/01/12 08/31/13	$121,905	$31,534	$16,365	$17,742	$187,546	2.28	R	MC	39
C	123	Title IV-E Administration*	10/01/12 - 09/30/13	$349,739	$0	$0	$0	$349,739	-	R	MC	51
D	124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14	$230,318	$0	$0	$0	$230,318	1.00	R	MC	83
E	137	TCSO Child Abuse Victim Services Personnel	9/1/2012- 8/31/2013	$24,997	$0	$24,997	$0	$49,994	1.00	R	MC	94
F	145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012- 8/31/2013	$101,525	$11,280	$0	$0	$112,805	1.34	R	MC	105
G	145	Residental Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	$143,743	$47,914	$0	$0	$191,657	1.75	R	MC	117
H	145	Community Partners for Children Coordinator	9/01/2012- 8/31/2013	$69,956	$0	$0	$0	$69,956	1.00	R	MC	129
I	145	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/30/2012- 9/29/2013	$199,766	$0	$0	$0	$199,766	-	R	MC	146

** Amended from original.*

	Dept.	Grant Title	Grant Term on Application	Cost	Operating Transfer	Total Request	Filled FTE	PTC Expiration Date	Notes	Auditor's Assessment	Page #
Permission to Continue											
J	158	Parenting in Recovery (PIR)	09/30/12 - 09/29/13	$94,630	$0	$94,630	$0	$41,274	R	EC	160

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

Updated 9/20/12, 4:00 p.m.

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
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
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

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
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
49	Travis County Fuels Reduction Project (aka Wildfire Mitigation Grant)	09/01/12 08/31/14	$200,775	$66,925	$0		$267,700	-	3/20/2012
58	Parenting In Recovery*	09/30/11 09/29/12	$583,843	$62,818	$80,000	$52,212	$778,873	1.00	3/20/2012
45	Residental Substance Abuse Treatment (RSAT) Program	10/01/12 09/30/13	$143,743	$47,914	$0	$0	$191,657	1.75	3/20/2012
45	Trama Informed Assessment and Response Program*	09/01/12 08/31/13	$192,666.00	$0.00	$0	$0	$192,666.00	0.50	3/27/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
45	Travis County Eagle Resource Project*	09/01/12 08/31/13	$31,926.00	$0.00	$0	$0	$31,926.00	-	3/27/2012
57	NEH Preservation Assistance	2/01/2012 8/1/2013	$6,000.00	$0.00	$0	$0	$6,000.00	-	4/17/2012
37	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/12 08/31/13	$1,007,657	$173,811	$236,537	$0	$1,418,005	12.00	5/1/2012
45	Youth Reentry Program	10/01/12 03/31/15	$1,047,504	$0	$0	$0	$1,047,504	3.00	5/1/2012
137	State Alien Assistance Program SCAAP 12	07/01/2010 - 06/30/2011	$683,501	$0	$0	$0	$683,501	-	6/26/2012
158	Basic Transportation Needs Fund Bus Pass Program	09/01/2012 - 08/31/2013	$5,790	$0	$0	$0	$5,790	-	6/26/2012
137	Sheriff's Office Command & Support Vessel	06/01/2012 - 03/31/2013	$413,236	$0	$0	$0	$413,236	-	7/3/2012
124	Indigent Defense System Evaluation Grant	07/01/12 - 03/31/14	$230,318	$0	$0	$0	$230,318	1.00	7/10/2012
158	Children's Success Initiative	09/28/12 - 09/27/13	$670,593	$113,995	$0	$4,345	$788,933	15.15	7/10/2012
124	Travis County Veterans Commission-Suppliment	01/01/2013 - 12/31/13	$61,057	$0	$0	$0	$61,057	-	7/31/2012
155	Justice Reinvestment Initiative	10/01/2012 - 09/30/12	$451,812	$0	$0	$0	$451,812	-	7/31/2012
158	Parenting in Recovery II	09/28/12 - 09/27/13	$500,000	$0	$214,286	$0	$714,286	2.00	7/31/2012
158	Parenting in Recovery	09/30/12- 09/29/13	$120,483	$0	$40,247	$0	$160,730	1.00	8/7/2012
158	Coming of Age	9/1/12- 8/31/13	$24,484	$24,484	$0	$0	$48,968	-	8/14/2012
124	Indigent Defense System Evaluation Project*	9/1/12- 3/31/14	$230,318	$0	$0	$0	$230,318	1.00	8/14/2012
137	Sheriff's Office Command and Support Vessel*	6/1/12- 3/31/13	$250,000	$0	$0	$0	$250,000	-	8/21/2012

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Pace Bend Park- Tournament Point Boat Ramp	09/30/12 - 09/30/15	$75,000	$0	$25,000	$0	$100,000	-	8/28/2012
149	Black-Capped Vireo Restoration	11/01/12 - 12/31/13	$20,713	$5,800	$8,000	$2,537	$37,050	-	8/28/2012
145	Travis County Eagle Resource Project*	09/01/12 08/31/13	$29,930.30	$0.00	$0	$0	$31,926.00	-	9/11/2012
145	Drug Court & In-Home Family Services*	9/01/2012- 8/31/2013	$66,428	$7,381	$0	$0	$73,809	0.09	9/11/2012
124	Travis County Veterans' Court*	09/01/12 08/31/13	$186,000	$0	$0	$0	$186,000	2.00	9/18/2012
			$15,699,779	$956,626	$4,104,757	$76,836	$20,839,993	59.90	

Amended from original agreement.

Updated 9/20/12, 4:00 p.m.

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 Assitance Program (SCAAP)	7/1/2009-6/30/2010	$683,501	$0	$0	$0	$683,501	-	11/22/2011

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	$5,519,883	$0	$0	$0	$5,519,883	-	11/22/2011
47	Urban Area Security Inititive*	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

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
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
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
49	LIRAP Local Initative Projects (LIP)*	05/06/08 08/31/13	$1,688,163	$0	$0	$0	$1,688,163	-	3/20/2012
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011-9/30/2013	$7,500	$0	$7,500	$0	$15,000	-	3/27/2012
58	Coming of Age (CNCS)	4/1/2012-3/31/2013	$50,495	$321,591	$0	$0	$372,086	6.80	3/27/2012
42	Drug Diversion Court*	09/01/2011-08/31/2012	$132,702	$0	$7,930	$0	$140,632	1.00	4/3/2012
58	Share the Warmth	04/01/12 09/30/12	$24,500	$0	$0	$0	$24,500	-	4/24/2012
21	Electronic Disposition Reporting	04/15/2012 08/31/12	$34,939	$0	$0	$0	$34,939	-	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise	02/01/2011 09/30/2011	$7,215	$0	$0	$7,215	$14,430	0.20	5/8/2012
31	Full Services Community Schools - East Austin Children's Promise*	10/01/2011 09/30/2012	$10,000	$0	$0	$7,215	$17,215	0.20	5/8/2012
58	AmeriCorps*	8/1/2011 - 7/31/2012	$298,922	$236,045	$0	$183,061	$718,028	26.5	6/5/2012
149	Onion Creek Greenway Phase 1 Urban Outdoor Grant*	10/02/09 - 07/15/2013	$1,000,000	$0	$1,000,000	$0	$2,000,000	0	6/26/2012
123	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County	09/01/2012 - 08/31/2015	$612,372	$0	$0	$0	$612,372	2.00	7/31/2012

Updated 9/20/12, 4:00 p.m.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	Sheriff's Combined Auto Theft Task Force	09/01/2012 - 08/31/2012	$641,481	$173,811	$236,537	$0	$1,051,829	12.00	7/31/2012
158	AmeriCorps*	08/01/10 - 07/31/2011	$270,282	$0	$164,415	$201,136	$635,833	9.000	7/31/2012
158	Casey Family Programs Community and Family Reintegration Project	01/01/12 - 12/31/12	$80,000	$0	$0	$0	$80,000	1.00	8/7/2012
119	Other Victim Assistance Grant	9/1/12- 8/31/13	$42,000	$0	$11,557	$0	$53,557	1.00	8/14/2012
123	Victim Coordinator and Liaision grant	9/1/12- 8/31/13	$42,000	$0	$0	$0	$42,000	-	8/21/2012
119	Underage Drinking and Prevention Program	10/1/12- 9/30/13	$161,204	$0	$35,951	$55,000	$252,155	3.00	8/21/2012
158	Comprehensive Energy Assistance Program	01/01/12- 12/31/12	$2,901,313	$0	$0	$0	$2,901,313	4.00	8/21/2012
149	FY 09 Flood Mitigation Assistance- Planning grant*	08/28/09 - 08/31/13	$30,000	$0	$10,000	$0	$40,000	-	8/28/2012
145	National School Lunch Program and USDA School Commodity Program	07/01/12 - 06/30/13	$217,219	$0	$0	$0	$217,219	-	9/4/2012
158	AmeriCorps	08/01/12 - 07/31/13	$298,671	$241,122	$174,638	$71,443	$785,874	31.00	9/4/2012
139	Travis County Adult Domestic Violence Accountability Management Program	10/1/2012- 9/30/2014	$499,956	$0	$0	$0	$499,956	3.00	
139	Travis County Adult Probation Co-Occurring Re-Entry Services	10/1/2012- 9/30/2014	$565,345	$0	$0	$0	$565,345	3.00	
137	2011 Byrne Justice Assistance Grant	10/01/10 - 09/30/14	$98,424	$0	$0	$0	$98,424.00	-	9/18/2012
137	2009 Byrne Justice Assistance Grant-ARRA*	10/01/08 - 03/31/13	$100,000	$0	$0	$0	$100,000.00	-	9/18/2012
			$35,786,831	$1,252,413	$1,700,277	$838,094	$39,577,615	129.31	

*Amended from original agreement.

Updated 9/20/12, 4:00 p.m.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
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	8/21/2012	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	$0	$0	$175,000	0.00	3/31/2012	12/27/2011	8/21/2012	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	8/7/2012	Yes
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	1.00	6/30/2012	3/20/2012	8/7/2012	Yes
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	5/31/2012	3/27/2012	8/21/2012	No
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	$29,196	$29,196	$58,392	4.00	8/31/2012	6/5/2012	8/21/2012	No
158	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	$15,862	$0	$15,862	1.00	9/30/2012	6/26/2012	8/7/2012	Yes
158	AmeriCorps	08/01/12 - 07/31/13	$79,018	$0	$79,018	28.00	9/30/2012	7/24/2012	N/A	No
158	Comprehensive Energy Assistance Program	01/01/12 - 12/31/12	$120,000	$0	$120,000	-	8/31/2012	8/7/2012	8/21/2012	No
137	Child Abuse Victim Services Personnel**	9/1/12-8/31/13	$8,920	$0	$8,920	1.00	10/31/2012	8/14/2012	N/A	No
119	Family Violence Accelerated Prosecution Program	9/1/12-8/31/13	$12,620	$0	$12,620	1.00	10/31/2012	8/21/2012	N/A	No
122	Family Drug Treatment Court	09/01/12 - 08/31/13	$10,922	$0	$10,922	1.00	10/31/2012	8/28/2012	N/A	No
124	Travis County Veterans Court	09/01/12 - 08/31/13	$25,630	$0	$25,630	2.00	10/31/2012	8/28/2012	N/A	No
142	Drug Diversion Court	09/01/12 - 08/31/13	$10,144	$0	$10,144	1.00	10/31/2012	8/28/2012	N/A	No
145	Juvenile Accountability Block Grant- Local Assessment Center	09/01/12 - 08/31/13	$13,747	$0	$13,747	1.00	11/30/2012	8/28/2012	N/A	No

Updated 9/20/12, 4:00 p.m.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Cm. Ct. Contract Approval Date	Has the General Fund been Reimbursed?
145	Residental Substance Abuse Treatment Program	10/01/12 09/30/13	$15,046	$0	$15,046	1.00	12/31/2012	8/28/2012	N/A	No
	Totals		$443,889	$131,980	$750,869	51.00				

Updated 9/20/12, 4:00 p.m.

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

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

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

Grant Contracts approved by Commissioners Court

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

Updated 9/20/12, 4:00 p.m.

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 development a tobacco free workstite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.***	$ -		$ -	$ -	$ 100,000	$ -	$ 100,000	$ -	$ -	$ -	$ -	$ -
	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: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Information Technology Services	
Contact Person/Title:	Sandra Gottner/Project Manager	
Phone Number:	854-4836	

Grant Title:	SAVNS Statewide Automated Victim Notification Service			
Grant Period:	From:	9/1/2012	To:	8/31/2013
Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Grantor:	Office of the Attorney General			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	0	0	**0**	0	$0
Operating:	33,332	0	**0**	0	$33,332
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$33,332	$0	**$0**	$0	$33,332
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	
Use of General Fund Operating Budget for Grant Operating Expenditures					
					$

Department	Review	Staff Initials	Comments
County Auditor	☒	RP	
County Attorney	☒	BW	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
Provide Access for Victims	Yes					Yes
Measures For Grant						
Provide Offender Data to Appriss via Data Load	Every 15 minutes	Yes	Yes	Yes	Yes	Every 15 minutes
Victim Registrations	1,800	455	562	503	528	2,400
Outcome Impact Description	Victim registrations for victims of Travis County Jail offenders					
Victim Notifications	2,600	623	698	734	746	3,100
Outcome Impact Description	Phone, email, and letter notification events to victims of Travis County Jail offenders					
Offender Inquiries	2,548,500	643,172	729,890	692,715	720,000	2,880,000
Outcome Impact Description	Online and phone inquiries State-wide for all agencies					

PBO Recommendation:

This grant is to continue a long running program to get reimbursed for particiapation in state wide victim notification service. There is no grant match 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?

This grant will provide for the reimbursement of costs associated with Travis County's continuing participation in the Statewide Automated Victim Notification Service (SAVNS). This system, VINE, will allow for victims to access information as well as receive automatic notification of a change in the status of an offender.

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

The department is committed to providing access to inmate data to the state through the contract vendor for access to victims. Current indication is that withstanding any revision to the funding provided to the state, the program will continue.

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

No matching funds are required as the county is only seeking reimbursement of costs associated with vendor fees.

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

N/A

5. County Commitment to the Program Upon Discontinuation of Grant by Grantor: Will the program discontinue upon discontinuance of the grant funding? (Yes/No) If No: What is the proposed funding mechanism: (1) Request additional funding (2) Use departmental resources. If

(2) is answered, provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

There is no formal commitment required of the County to continue this grant.

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

Continuing program.

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

Offender information, court information, and notifications are provided through the VINE state-wide system. This program will provide a service to victims of crimes that allow victims to access an all-inclusive system from one toll-free number or on-line, and to register for notifications of changes in status of an offender.

Exhibit R-09 Maintenance Renewal
Automated Victim Notification Services
Travis County

Appriss®
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

Category: Pilot - Large

Subject to the terms and conditions included in the Agreement, this **Exhibit R-09 Schedule of Payments** shall describe the amount due to Appriss which will be paid quarterly by the Office of the Attorney General to Appriss on the County's behalf as described in 4.3.6 of the Grant Contract.

Maintenance Amount. Customer shall pay Appriss a maintenance amount for the Renewal of Services determined as follows. This Renewal will extend services through August 31, 2013.

Jail Maintenance Amount	District Court Maintenance Amount	County Court Maintenance Amount	Annual Maintenance Amount (12 Months)	Quarterly Maintenance Amount (3 months)	# of Months Through 8/31/13	Total Maintenance Amount Due
$25,016	$4,158	$4,158	$33,332	$8,333	12 Months	$33,332

Maintenance Amount as indicated above does not include "3rd Party Vendor Fees" [1] include booking system vendors, IT staff or other work that is associated with any booking system change not covered under the Vendor Certification. These services are considered additional costs and will be billed by the Certified Vendor directly to the entity. Unless approved by the OAG, in writing, in advance, the "3rd Party Vendor" may not be reimbursed by the OAG's SAVNS grant program.

R-09 Service Agreement Renewal Notice

Appriss®
10401 Linn Station Road
Louisville, KY 40223-3842
502-561-8463 800-816-0491
www.appriss.com

DATE:	August 13, 2012
CUSTOMER NAME:	Travis County
LOCATION:	314 West 11th Street, Suite 520 Austin, TX 78701
PROJECT TYPE:	Travis County VINE Service
ORIGINAL SERVICE AGREEMENT DATE:	September 1, 2003
SERVICE AGREEMENT RENEWAL DATE:	September 1, 2012
SERVICE AGREEMENT RENEWAL TERM:	12 Months
NEXT SERVICE AGREEMENT RENEWAL DATE:	**August 31, 2013**
PROJECT PRICING:	$33,332 (Quarterly Amount $8,333)

This Service Agreement Renewal Notice, unless specifically noted in the Contract Changes section below, extends all pricing, service terms and other contract provisions of the prior contract period. No interruptions in delivery of Service will occur in relations to this Service Agreement Renewal.

Contract Changes: This Service Renewal Notice includes a 5% decrease in the annual maintenance for FY 2013 statewide as described in section 4.3.6 of the Grant Contract from the Office of the Attorney General. The reimbursement process has also changed and the Office of the Attorney General will now reimburse Appriss on your behalf assuming the appropriate documentation is completed.

Special Note: Please refer to the "3rd Party Vendor Fees" referenced in the attached Exhibit R-09 Maintenance Renewal. This is not a contract change, but a reminder of costs that may be incurred when making booking system replacement and/or changes.

AUTHORIZATION:

APPRISS, INC., BY:

Thomas R Seigle

Signature **08/13/2012** **Date**

Thomas R. Seigle
President
Public Safety Group

CUSTOMER BY:

Signature **Date**

Title **Name**

Trans Co. Judge Samuel T. Biscoe

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY

OAG Contract No. 1337625

THIS GRANT CONTRACT is executed between the Office of the Attorney General of Texas (OAG) and Travis County (GRANTEE) for certain grant funds. The Office of the Attorney General and GRANTEE may be referred to in this contract individually as a "Party" and collectively as the "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the OAG Statewide Automated Victim Notification Service (SAVNS) grant program is to maintain Texas counties and other entities in a statewide system that will provide relevant offender release information, notification of relevant court settings or events, promote public safety and support the rights of victims of crime. To ensure a standard statewide service to all interested entities, including GRANTEE, the OAG makes grant funds available for eligible expenses related to services delivered to GRANTEE by the vendor, certified by the OAG, to provide certain SAVNS services to the GRANTEE.

The OAG published a Request for Proposals (RFP) for Statewide Automated Victim Services May 15, 2009. After an evaluation of proposals, the OAG identified and certified a single vendor to provide statewide automated victim notification services. The initial term of the Vendor Certification is from September 1, 2009 to August 31, 2011. The OAG exercised its option to extend and extended the term until August 31, 2012. In July 2012, the OAG extended the term again until August 31, 2013; however, that extension modified the existing pricing model and methodology in reimbursing entities for eligible expenses. The Vendor Certification includes a "Detail of Services", containing a detailed description of services to be provided by the Certified Vendor as well as the Pricing Model, as modified, all comprising the "Vendor Certification Documents." The vendor certified to provide the services is Appriss, Inc., ("Certified Vendor"), a Kentucky corporation authorized to do business in Texas.

SECTION 2. SERVICE PERIOD (TERM) OF THE CONTRACT

2.1 Service Period (Term). The Service Period (Term) of this contract shall commence on September 1, 2012, and unless terminated earlier as provided by another provision of this contract, this contract will terminate August 31, 2013.

2.2 Option to Extend Term. This contract may be extended for an additional term by a written amendment executed with the same formalities as this contract. Extending the term does not increase the contract amount. Any increase in the contract amount must also be by written amendment executed with the same formalities as this contract.

SECTION 3. GRANTEE'S CONTRACTUAL SERVICES

3.1. Grantee Services Agreement. GRANTEE will execute a "Services Agreement," a contractual agreement, with the Certified Vendor to provide services consistent with the OAG Vendor Certification documents. The Services Agreement will include terms and conditions that are intended to provide the GRANTEE such rights and remedies as are necessary to ensure the delivery of the services from the Certified Vendor in accordance with the Scope of Services as stated in this contract and the OAG Vendor Certification documents.

3.2 Grantee Maintenance Plan. GRANTEE agrees to establish and follow a "Maintenance Plan." The Maintenance Plan, at a minimum, will be designed to accomplish the following: make available offender information that is timely, accurate and relevant to support the SAVNS services; verify the Certified Vendor's performance according to Services Agreement; satisfactorily discharge GRANTEE's obligations as described in the Services Agreement other than payment of invoices; and identify and dedicate GRANTEE staff, resources and equipment necessary to maintain the SAVNS services in the Services Agreement.

3.3 GRANTEE Service Levels. In addition to other service levels that the GRANTEE may impose, GRANTEE will inspect, monitor and verify the performances required of the Certified Vendor as provided in the Services Agreement as well as this contract. GRANTEE will execute a Services Agreement or a Service Agreement (Renewal Notice) with the Certified Vendor, for the term of this contract. GRANTEE will verify that input data (the jail and court data elements used by the SAVNS system) is entered accurately and in a timely basis.

GRANTEE will allow on-site monitoring visits to be conducted by OAG or its authorized representative.

3.4 Cooperation with Statewide Stakeholders. GRANTEE will reasonably cooperate with and participate in Statewide Stakeholders meetings and efforts to monitor and improve the SAVNS services on a statewide basis. GRANTEE may reasonably agree to designate third-parties to assist the OAG, GRANTEE and the other Statewide Stakeholders, in the overall monitoring, inspection and verification of the Certified Vendor's performances.

3.5 Data Extract. To the extent permitted by law, GRANTEE agrees to provide the OAG with a copy of data transmitted by GRANTEE to the Certified Vendor. To the extent permitted by law, GRANTEE authorizes the Certified Vendor to directly provide such data to the OAG. The Parties agree that this data may be used to monitor GRANTEE performance and the Certified Vendor's performance. This data may be used for such other purposes allowed by law. The data will be provided in such electronic format (including, but not limited to, an XML extract) as requested by the OAG.

3.6 Scope of Services. For the purpose of this contract, the requirements, duties and obligations contained in Section 3 of this contract are collectively referred to as the "Scope of Services". As a condition of reimbursement, GRANTEE agrees to faithfully, timely and in a good and workman-like manner implement and maintain the services in compliance with the

Scope of Services.

SECTION 4. GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional reports or statistical information from GRANTEE.

4.1.2. Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information, including but not limited to information relating to the services rendered by the Certified Vendor, may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization; Changes in Authorized Official, Grant Contact and Project Financial Officer. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to this contract.

GRANTEE shall name an Authorized Official, Grant Contact and Project Financial Officer. GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact or the Project Financial Officer.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that

adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness; allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on a basis consistent with state law.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Service Reports. GRANTEE shall submit service delivery reports, programmatic performance reports and other reports, in the appropriate format and on a timely basis, as established by the OAG. GRANTEE will submit other reports as requested by the OAG.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on service delivery reports, programmatic performance reports or other reports. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees. GRANTEE shall submit contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.2.4 "Problem Log." GRANTEE shall establish a "Problem Log" that records all problems noted with the SAVNS system, including, but not limited to, system down time, system outages, and equipment failure. The Problem Log will provide when the problem was identified, to whom the problem was referred, and steps taken to resolve the problem and when the problem was resolved.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the budget for the fiscal year and the allowable expenditures, as shown on Exhibit A.

4.3.2 Requests for Reimbursement. REFER TO SECTION 4.3.6. FOR MORE INFORMATION ON REIMBURSEMENT RIGHTS AND PROCESSES. OAG grant

funds are paid on a cost reimbursement basis. Any payments made by the OAG shall not exceed the actual and allowable allocable costs of GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE will submit to the OAG requests for reimbursement for the actual and allowable allocable costs incurred by GRANTEE to obtain services from the Certified Vendor for services within the "scope of services" of this contract. GRANTEE is responsible for submitting its invoices to the OAG in an accurate and timely manner. The requests for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2013, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted in this contract, GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit report – "timely" means on or before May 31, 2013; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit, GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Submission of Requests for Reimbursement to the OAG. THE GRANTEE SPECIFICALLY UNDERSTANDS AND AGREES TO THE TERMS OF THE OAG'S NOTICE OF "SECOND EXTENSION OF VENDOR CERTIFICATION" DATED JUNE 20, 2012.

4.3.6 THE FOLLOWING PROVISIONS SPECIFICALLY APPLY TO THIS CONTRACT:

4.3.6.1 **GRANTEE EXPRESSLY ASSIGNS ANY AND ALL RIGHTS OF PAYMENT UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.**

4.3.6.2 Any contractual rights, duties or liabilities between the Certified Vendor and the GRANTEE, (that exist under a "Services Agreement" or other contract between Certified Vendor and the GRANTEE), are not intended to be affected or changed by this contract between the OAG and GRANTEE.

4.3.6.3 The Certified Vendor will send its "Service Agreement Renewal Notice" and

invoice (either annually or quarterly which detail the amount due for each quarter) to GRANTEE by September 1, 2012. The Certified Vendor will notify the OAG within 20 days of the notices being sent that they were sent.

4.3.6.4 GRANTEE shall submit an invoice to the OAG for the prior quarter by the 5th of the next month following the end of each quarter. The quarters for FY2013 end on November 30, February 28, May 31, and August 31. GRANTEE shall include verification with its invoice to the OAG stating that the GRANTEE received the services from the Certified Vendor during the preceding quarter.

4.3.6.5 The OAG shall pay the Certified Vendor directly the reimbursements for the payments due to the GRANTEE from the OAG for services provided by the Certified Vendor as required by this contract.

4.3.6.6 The OAG only pays a quarterly reimbursement payment in arrears after verification from the GRANTEE that services from the Certified Vendor were provided.

4.3.6.7 The OAG processes payments to the Certified Vendor each quarter during FY2013 for invoices received from the GRANTEE that also include the appropriate verification along with its invoice. The quarterly payment will be made for invoices received by the OAG by the 5th day of the month following the end of the quarter, as defined above. The payment will be generated no later than the 30th day after the 5th day of the month following the end of the quarter, as defined above. The OAG will follow up at least once with any GRANTEE that has not returned its paperwork by the designated deadline for any quarter. The OAG will contact the GRANTEE by the 10th day of the next month following the end of each quarter.

4.3.6.8 If the GRANTEE does not submit the required invoice and verification prior to the quarterly deadline defined above, the OAG will initiate an additional payment to Certified Vendor after the required documentation is received by the OAG. For these late submissions, the OAG will process a payment for the documents received by the 5th of each additional month. The payment will be generated no later than the 30th day after the 5th day of the month.

4.3.6.9 If GRANTEE does not submit the required invoice and verification to the OAG within 45 days of the next month following the end of each quarter, the OAG will determine what steps will be taken next, including placing the grant contract on financial hold or terminating the grant contract. If an OAG grant contract is placed on financial hold or terminated, the GRANTEE remains responsible for any contractual obligation it has with Certified Vendor. The OAG will not be responsible for collection efforts on behalf of the Certified Vendor.

4.3.6.10 The OAG will, within a reasonable time after payment to the Certified Vendor, provide notice to the GRANTEE that payment was made to the Certified Vendor.

4.3.7 Close-Out Invoice. GRANTEE shall submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.8 Refunds and Deductions. If the OAG determines that an overpayment of grant funds under this contract has occurred, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the OAG may seek a refund from GRANTEE and/or the Certified Vendor. The OAG may offset and deduct the amount of the overpayment from any amount due to be paid, but not yet paid by the OAG under this contract. The OAG may choose to require a payment directly from GRANTEE and/or the Certified Vendor rather than offset and deduct a specified amount. GRANTEE and/or the Certified Vendor shall refund any overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG. The OAG shall not require both GRANTEE and Certified Vendor to refund the same payment.

4.3.9 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

5. OBLIGATIONS OF THE OFFICE OF THE ATTORNEY GENERAL

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG in this contract is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract. The OAG and GRANTEE agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, unless a written amendment to this contract is signed by both parties. GRANTEE agrees that nothing in this contract will be interpreted to create an

obligation or liability of the OAG in excess of the funds as stated in the attached Exhibit A.

5.3 Payment of Authorized Costs. In accordance with the terms of this contract, the OAG will pay costs pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all terms, conditions and provisions of this contract.

5.5 Funding Limitation. GRANTEE agrees that funding for this contract is subject to the actual receipt of grant funds (state and/or federal) appropriated to the OAG and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. GRANTEE agrees that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract. **GRANTEE agrees that notwithstanding any other provision of this contract, if the OAG is not appropriated the funds or if the OAG does not receive the appropriated funds for the purpose of this grant program, or if the appropriated funds made for the purposes of this grant program, are deemed, in the sole discretion of the OAG, required to be reallocated to fund other state programs or purposes, the OAG is not liable to pay the GRANTEE any remaining balance on this contract. Should the OAG implement this funding limitation provision, it will immediately notify GRANTEE.**

SECTION 6. TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, upon thirty (30) calendar days written notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach and the details of what caused the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Subsections 4.1.5, 4.3.4, 4.3.7, 4.3.8, 4.3.9; Section 7; Subsections 11.1,11.2, 11.3, 11.9,11.10; and Subsections 12.1, 12.2, 12.4, and 12.5.

6.4 Refunds to OAG by GRANTEE. If the GRANTEE terminates for convenience under Section 6.1, or if the OAG terminates under Sections 6.1 or 6.2 before the purpose of this contract is accomplished, then the OAG may require the GRANTEE and/or the Certified Vendor to refund all or some of the grant funds paid under this contract, for the funds representing the number of months of SAVNS services previously invoiced and paid by the OAG under this contract if services were not in fact provided.

6.5 Notices to Certified Vendor. Any termination of this contract will also be forwarded by the terminating party to the Certified Vendor.

SECTION 7. RECORDS RETENTION AND ACCESS; AUDIT RIGHTS.

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to OAG for all work related to this Contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, and auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information. GRANTEE agrees that GRANTEE's failure to maintain adequate audit trails and corresponding documentation shall create a presumption that the services or performances were not performed.

7.4 Access. To the extent permitted by law, GRANTEE shall grant access to and make available copies of all data extracts described in Section 3.5, as well as all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract and the operation and management of GRANTEE to the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG for the purposes of inspecting, auditing, or copying such items. All records, books, documents, accounting procedures, practices, and any other items, in whatever form or media, relevant to

the performance of this contract shall be subject to examination or audit in accordance with all contract performances and duties, all applicable state and federal laws, regulations or directives, by the OAG, the State of Texas, the United States, or such other persons or entities designated by OAG. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the contractor(s) that pertain to this contract.

GRANTEE shall provide physical access, without prior notice, and shall direct any contractor and subcontractor to likewise grant physical access to all program delivery sites to representatives of the State of Texas and/or the OAG and its designees.

7.5 Location. Any audit of documents listed in Section 7.4 shall be conducted at the GRANTEE's principal place of business and/or the location(s) of the GRANTEE's operations during the GRANTEE's normal business hours and at the OAG's expense. GRANTEE shall provide to OAG and such auditors and inspectors as OAG may designate in writing, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or such auditors and inspectors may reasonably require to perform the audits described in this Section 7.

7.6 OAG Records Retention and Access; Audit Rights. The OAG will maintain adequate records to support payments made by the OAG to the Certified Vendor relating to the reimbursement requests by GRANTEE under this contract. The payment records will be maintained in accordance with the applicable State Records Retention provisions. The OAG shall grant access to GRANTEE and make available copies of payment records made by the OAG to the Certified Vendor relating to the reimbursement requests under this contract. The OAG shall maintain appropriate audit trails to provide accountability for payments made to the Certified Vendor relating to reimbursement requests under this contract.

SECTION 8. SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@texasattorneygeneral.gov.

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General

Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, including supporting documentation, audits, and equipment inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@texasattorneygeneral.gov

SECTION 9. CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with the terms of this contract may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without prior notice to GRANTEE and without first requiring a corrective action plan. The OAG shall notify GRANTEE if the GRANTEE is placed on financial hold and the reasons for the financial hold. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce

funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10. GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs, and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to accounting principles which comply with OMS Circular A-87 and OMB Circular A-133, and follow OAG fiscal management policies and procedures in processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit the employees funded under this contract from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract. GRANTEE certifies: No federal/state appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, or an employee of a member of Congress or the Texas Legislature in connection with the awarding, or the extension, continuation, renewal, amendment, or modification of this contract; and if any non-federal/state funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress or the Texas Legislature, an officer or employee of Congress or the Texas Legislature, or an employee of a member of Congress or

the Texas Legislature in connection with this contract, the undersigned shall contact the OAG for the "Disclosure Form to Report Lobbying."

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. If appropriate, GRANTEE agrees to remain in good standing with the Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws. If GRANTEE is a law enforcement agency regulated by Chapter 1701, Texas Occupations Code, GRANTEE agrees that it is in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

10.6 Certifications and Assurances. Exhibit B, attached hereto and incorporated herein, and is applicable to this contract. GRANTEE agrees to strictly comply with the requirements and obligation described in Exhibit B.

SECTION 11. SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that any contractor of GRANTEE performing services related to this contract will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of GRANTEE's contractors shall be considered to be solely the employees or agents of GRANTEE or GRANTEE's contractors. GRANTEE shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, and other payroll taxes for such persons, including any related assessments or contributions required by law.

To the extent allowed by law, GRANTEE or GRANTEE's contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties; further, to the extent allowed by the Texas Constitution without prior encumbrance, that GRANTEE and/or GRANTEE's contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of the actions or performance of GRANTEE or GRANTEE's contractors under this contract. To the extent allowed by law, GRANTEE agrees to indemnify and hold harmless the OAG and/or

the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of the GRANTEE, its employees, representatives, agents, or GRANTEE's contractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate in its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income from this contract shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income from this contract shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income from this contract during this contract term; program income from this contract not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also support the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. OTHER THAN AS SPECIFICALLY REQUIRED BY THIS CONTRACT IN THAT GRANTEE ASSIGNS ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS TO THE CERTIFIED VENDOR, GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It

is within the OAG's sole discretion to approve any subcontracting or assignment.

11.8 No Grants to Certain Organizations. GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. To the extent allowed by law, the Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law or a waiver by GRANTEE of immunity from liability that GRANTEE may have.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, and to the extent allowed by law, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. To the extent allowed by law, GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, or that the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

SECTION 12. CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, Including All Exhibits. This contract, including all exhibits reflects the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. Any exhibit mentioned in this contract that is attached is incorporated herein. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6. Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL	**TRAVIS COUNTY**
_____	_____
Attorney General or designee	**Authorized Official**
_____	_____
Printed Name	**Printed Name**

EXHIBIT A

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY

OAG Contract No. 1337625

Population Size: Large

The total liability of the OAG for any type of liability directly or indirectly arising out of this contract and in consideration of GRANTEE'S full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement by the OAG for expenses, if any, as set forth in this contract or arising out of any performance herein shall not exceed the following:

Event	Cost for Jail	Cost for Courts	Maximum Number of Months	Total Grant Funds SHALL NOT EXCEED
Standard Maintenance Phase	$25,016	$8,316	12	$33,332

AS PROVIDED BY THIS CONTRACT, GRANTEE HAS SPECIFICALLYASSIGNED ITS RIGHT TO RECEIVE ANY AND ALL REIMBURSEMENT PAYMENTS UNDER THIS CONTRACT TO THE CERTIFIED VENDOR.

The maximum number of months is provided above. The OAG is not obligated to pay for services prior to the commencement or after the termination of this contract.

EXHIBIT B

SAVNS MAINTENANCE GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND TRAVIS COUNTY

OAG Contract No. 1337625

OAG CERTIFICATIONS AND ASSURANCES

A. The Uniform Grant Management Standards ("UGMS"), Part III, Section _____.14; Promulgated by the Office of the Governor, State of Texas, Establish the following assurances applicable to recipients of state grant funds:

(1) GRANTEE must comply with Texas Government Code, Chapter 573, Vernon's 1994, by ensuring that no officer, employee, or member of the applicant's governing body or of the applicant's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

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

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

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

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

(6) GRANTEE that is a law enforcement agency regulated by Texas Government Code, Chapter 415, must be in compliance with all rules adopted by the Texas Commission on Law Enforcement Officer Standards and Education pursuant to Chapter 415, Texas Government Code or must provide the grantor agency with a certification from the Texas Commission on Law Enforcement Officer Standards and Education that the agency is in the process of achieving compliance with such rules.

(7) When incorporated into a grant award or contract, the standard assurances become terms or conditions for receipt of grant funds. GRANTEE shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met.

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

(9) GRANTEE will comply with all federal statutes relating to nondiscrimination. These include, but are not limited to, the following: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(10) GRANTEE, as applicable, will comply, with the provisions of the Davis-Bacon Act (40 U.S.C. § § 276a to 276a-7), the Copeland Act (40 U.S.C. § § 276c and 18 U.S.C. § § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § § 327-333), regarding labor standards for federally assisted construction sub agreements.

(11) GRANTEE, as applicable, will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

(12) GRANTEE will comply with the provisions of the Hatch Political Activity Act (5 U.S.C. § 7321-29) which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.

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

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

(15) GRANTEE, as applicable, will comply with the flood insurance purchase requirements of 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102 (a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been

identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

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

(17) GRANTEE, as applicable, will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

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

(20) GRANTEE, as applicable, will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

(21) GRANTEE, as applicable, will comply with Public Law 103-277, also known as the Pro-Children Act of 1994 (Act), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

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

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

(24) GRANTEE, as a signatory party to the grant contract, must certify that they are not debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs.

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

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒

Grant Title:	Family Violence Accelerated Prosecution Program			
Grant Period:	From:	9/1/12	To:	8/31/13
Grantor:	State of Texas, Office of the Governor, Criminal Justice Division (STOP VAWA Federal Act.)			
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
Originating Grantor:	OVW/Office on Violence Against Women			
Originating Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Will County provide grants funds to a subreceipent?			Yes: ☐	No: ☒

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	TOTAL
Personnel:	$121,905.15	$31,534.30	$16,365.28	$17,088.00	$186,892.73
Operating:	0	0	**0**	$653.66	$653.66
Capital Equipment:	0	0	**0**	0	0
Indirect Costs:	0	0	**0**	0	0
Total:	$121,905.15	$31,534.30	$16,365.28	$17,741.66	$187,546.39
FTEs:	1.54	.60	.14	0.00	2.28

Permission to Continue Information				
Funding Source (Account number)	Personnel Cost	Operating Transfer/ Contribution to Grant	Estimated Total	Filled FTE
	$	$	$	

Department	Review	Staff Initials	Comments
County Auditor	X	JM	
County Attorney	X	JC	

Performance Measures	**Projected FY 12 Measure**	**Progress To Date:**				**Projected FY 13 Measure**
Applicable Depart. Measures		12/31/11	3/31/12	6/31/12	9/30/12	
Average days to file a FV Misd Case	15	11	12	15		

Number of FV Misd Cases set for Jury in County Court 4	Under 300	346	163	224		
Measures For Grant	Projected	12/31/11	3/31/12	6/31/12	9/30/12	Projected
Number of Interns trained to provide direct assistance to victims/survivors of FV.	2	2	3	0		
Outcome Impact Description						
Number of victims assisted and supported by granted funded victim counselors and interns through TCAO FV Division.	400	158	192	169		
Outcome Impact Description						
Number of victims assisted with crime victim compensation applications by funded victim counselors and interns.	50	12	5	3		
Outcome Impact Description						

PBO Recommendation:

PBO concurs with acceptance of this continuation grant.

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 Travis County Attorney's Office (TCAO) seeks to continue enhancing its victim outreach services and increase the efficiency of prosecuting family violence criminal cases. The high volume of family violence cases, each with a victim needing outreach, combined with a historically slow intake process and the request for trials have contributed to a significant backlog of jury trials in past years.

Accelerated prosecution is the process of using the same prosecutorial team from the time a complaint is reviewed until a final disposition of the case is reached. Utilizing accelerated prosecution avoids the traditional intake process and its inherent time delays. Instead of two departments reviewing one case, family violence cases will be comprehensively reviewed and prosecuted by the same team of family violence prosecutors.

With a streamlined intake process, TCAO will continue to reduce the family violence filing days from 60 days to less than 15 days. As recently as December of 2011, cases were being filed in 11 days.

Furthermore, accelerated prosecution allows for prosecutors to plan case strategy earlier. Recommendations for punishment can be made sooner and evidence such as 911 tapes, photographs and medical records can be obtained earlier. Throughout 2011, 2,636 911 wave files and 1,996 crime photos were requested.

In January 2010, the number of Jury Trials set in County Court #4 was 353. In January 2011, the number decreased to 255. In December 2011, there is a surge in the statistic (346), reflecting the desire that the judge has to have more trials, and therefore, reach a disposition in each case.

The part-time family violence prosecutor is also a key component of reaching our project's goal. This position reviews and screens cases with law enforcement and advises on evidentiary and legal issues that will affect the way in which cases are prosecuted. This position will only enhance our established project because it will ensure that each case that is filed meets the necessary criteria and that proper evidence is gathered to ensure efficient prosecution.

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

The current grant is available 1 year at a time. If the TCAO performs adequately, we have priority eligibility to re-apply for an additional year. We are required to provide a match and office space, equipment and supplies for grant funded employees. The information in section three will provide more information about the match required.

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

A 35% match for this grant is required. The TCAO provides an in-kind match using UT School of Social Work Victim Counselor Interns. Their work provides a total of $17,088 of in-kind match. (2 Interns working 960 hours total, at $17.80 an hour). The TCAO also provides a cash-match of 60% for a Travis County Victim Counselor position, totaling $31,534.30 of a cash match, coming from the general fund. In addition, we are asking that a cash match of $16,365.28 be provided by the County to meet the match requirement for the increased funding that we are asking for. We are also using $653.66 as an in-kind match based on the supplies that our intake attorney uses.

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

Yes, this grant contract offers a 2% indirect cost allocation.

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

Should there be discontinuance of grant funding, our office would ask the Commissioner's Court for permission to fund the attorney positions using revenue from the general fund. The likelihood of this request being granted is unknown given today's economic climate. However, no other programs will be able to be discontinued.

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

N/A

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

Continuing this accelerated prosecution program will provide more outreach and connection to victims, as well as increase how quickly we are able to file charges. Additionally, the prosecutor will assist with managing the ever-increasing family violence caseload. Our part-time prosecutor will also ensure that each

case that is filed meets the needed requirements and are also accompanied by vital evidence. Last year, we filed 3,286 family violence misdemeanor cases, each case with a victim who needs outreach. Our office has also been able to meet the measure for how many cases we dismiss (688) or receive convictions (654). This project is an essential and imperative part of our office and ultimately guarantees that victims get needed support and guidance, and offenders are held accountable for their actions.

DAVID ESCAMILLA
COUNTY ATTORNEY

COUNTY ATTORNEY'S OFFICE
314 W. 11TH ST.
SUITE 300
AUSTIN, TEXAS 78701
Phone: (512) 854-9415
Fax: (512) 854-9316

TO: **William Derryberry - PBO**
David Escamilla, TCAO
Mack Martinez, TCAO
Jim Connolly, TCAO
Chantelle Abruzzo, TCAO
Dede Bell, Auditor's Office
Jessie Mars, Auditor's Office

FROM: **Megan Fox, LMSW, TCAO**

DATE: **September 7, 2012**

RE: **FY 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant Application #2104404**

Dear William Derryberry,

The Travis County Attorney's Office has received the grant award for the 2013 Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation Grant. This grant is from the Office of the Governor and is for the time period of 9/1/2012 – 8/31/2013.

The funding from this grant will provide TCAO with 1 FTE intake prosecutor, 1 part-time family violence prosecutor, and 1 part-time victim counselor in the summer of 2013. **The award amount for the application is $121,905.15. The required cash match is $16,365.28.**

TCAO is requesting that the Commissioner's Court approve the grant award. It is imperative that this issue get on the Commissioner's Court agenda for approval no later than September 18, 2012.

Attached for your review are the following documents:

1) Grant Summary Sheet
2) Resolution

Should you have any questions regarding this grant, please contact me.

Sincerely,

Megan Fox

Megan Fox, LMSW
Senior Victim Counselor
Office: 512-854-9529, Fax: 512-854-9570
Travis County Attorney's Office, Family Violence Division

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
Post Office Box 1748
Austin, Texas 78767-1748

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	WF-12-V30-21044-04	**CFDA or State ID:**	16.588
Program Fund:	WF-Violence Against Women Formula Grants		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	Family Violence Accelerated Prosecution Program		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	September 05, 2012		
CJD Grant Manager:	Meg Kee		

CJD Award Amount:	$121,905.15
Grantee Cash Match:	$48,553.24
Grantee In Kind Match:	$17,088.00
Total Project Cost:	$187,546.39

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established 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.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.

(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.

(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

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Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	District Attorney's Office	
Contact Person/Title:	Stephen Marquez / Senior Financial Analyst	
Phone Number:	854-9900	

Grant Title:	Title IV-E Legal Administration			
Grant Period:	From:	10/1/12	To:	9/30/13
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Texas Department of Family and Protective Services			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$1,481,433	0	**0**	0	$1,481,433
Operating:	81,619	0	**0**	0	$81,619
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	375,560	0	**0**	0	$375,560
Total:*	$1,938,612	$0	**$0**	$0	$1,938,612
FTEs:	17.00	0.00	**0.00**	0.00	17.00

*This is an estimate of the allowable costs that may be submitted for PARTIAL reimbursement. The *maximum estimated* reimbursement total is $349,742. Each quarter, the Travis County Title IV-E caseload percentage factors change which effects actual reimbursement. Federal funds are apportioned to the State for disbursement.

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	☒	RP	
County Attorney	☒	JC	

Performance Measures Applicable Depart. Measures	Projected FY 13 Measure	Actual FY09	Actual FY10	Actual FY11	Projected FY 12 Measure
# petitions filed	340	293	324	434	345
# hearings held	3700	265	3265	4073	3750

PBO Recommendation:

This is the annual request for reimbursement of Title IV-E funds for the District Attorney's Office work on foster care cases. 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?

Travis County's contract with the Texas Department of Family and Protective Services allows Travis County to bill for some of the costs incurred by the District Attorney's Office in handling foster care cases. The Title IV-E program provides for partial reimbursement of certain legal costs associated with these judicial determinations.

The attached Allocation Plan and Budget is an estimate of salaries, fringe benefits, direct costs and indirect costs that may be submitted for partial reimbursement during FY 13.

Reimbursement formula = (cost allocated salaries and fringe benefits + supplies + other direct costs + indirect costs) x Travis County's Title IV-E caseload percentage x .50

Training reimbursement Formula (Title IV-E related) = Seminar registration costs + travel, meals and lodging costs x .75

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

The District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009. If Title IV-E funds were not available for partial reimbursement of expenses, the responsibility would still remain.

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

This request is for partial reimbursement of costs for an on-going program that was in operation before partial federal reimbursement was available. Travis County has received Title IV-E federal financial participation since FY 96.

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

Yes.

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 District Attorney's Office files civil suits involving the parent-child relationship on behalf of the Texas Department of Family and Protective Services. This responsibility is mandated by the Texas Family Code 264.009.

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

N/A

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

This program allows Travis County to receive partial reimbursement for a mandated responsibility.

#3

Texas Dept of Family and Protective Services

State of Texas Title IV-E County Legal Services Contract

Form 2282CLIVE
August 2011

Contract #23940106

THIS INTERLOCAL COOPERATION CONTRACT (Contract) is entered into by and between the Texas Department of Family and Protective Services (DFPS or the Department) and Travis (County), pursuant to the authority granted and incompliance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

SECTION I. STATEMENT OF SERVICES TO BE PERFORMED

A. Statement of Need

DFPS is the single state agency responsible for the administration of Title IV-E of the Social Security Act related to Child Welfare Services and the Federal Payments for Foster Care, Extended Foster Care and Adoption Assistance.

In accordance with Government Code Section 40.0566, County Outreach Program, DFPS and the County desire to enter into this Contract to provide a mechanism to allow counties providing Title IV-E allowable services the opportunity to obtain federal funding. DFPS will make IV-E funds available to counties to increase the amount of legal staff and services available to process child welfare cases. "Legal services" are activities performed by attorneys, paralegals, investigators, and clerical or other legal support staff on behalf of the county, in accordance with professional legal judgment, pertaining to children who have been abused or neglected or placed in out-of-home care or children at risk of placement in out-of-home care, including pursuing terminations of parental rights and otherwise assisting children in achieving permanence. Under this Contract, allowable services include the following as described herein and as qualified in 5000 Section of the Texas Department of Family and Protective Services Title IV-E Finance Handbook (Handbook), as currently in effect and as subsequently modified. The Handbook is incorporated herein by this reference:

1. Costs directly related to the administration of the foster care program and extended foster care are deemed allowable if they are necessary and reasonable, incurred while providing proper and efficient services to Title IV-E eligible children, and are in accordance with OMB A-87, 45 CFR §95.507, and 45 CFR §1356.60(c).

2. Training Expenditures for Title IV-E training costs associated with attending or participating in IV-E approved training.

B. Statement of Work

1. County's Responsibilities:

   a. The County will assist the Department in providing fair, adequate and expeditious judicial determinations regarding children eligible for services under Subtitle IV-E of the Social Security Act. Such services will be in accordance with the attached Cost Allocation Plan and with Subtitle IV-E of the Social Security Act. The County will ensure the provision of allowable Title IV-E Services to children referred by DFPS in accordance with the Handbook;

   b. The County will comply with the following requirements:

      (i) Assist DFPS in identifying and meeting the needs of the children in the County who are referred by DFPS;

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(ii) Develop an estimated annual budget for the operations of child welfare services and recommend an estimated budget to the Commissioners' Court and appear in support of same at budget hearings;

(iii) Authorize the expenditure of County funds and other special funds on behalf of the children in the County referred by DFPS and;

(iv) Review on a monthly basis child welfare expenditures and receipts, as well as a summary of services delivered during the month.

c. The County will provide the money required as match for federal funds under this Contract. In addition, the County will ensure that none of the money used as match will be federal dollars, either directly or indirectly. Furthermore, the County certifies that the money used as match has not been used to secure any other federal matching funds.

d. The County will certify that the expenditures reported to DFPS on the 4116X, State of Texas Voucher (Billings) are allowable expenditures under Title IV-E. The County will be financially liable to DFPS for any and all audit exceptions identified for unallowable costs reported to DFPS in the County's Billings.

e. The County will participate in DFPS' financial and statistical reporting systems.

f. Health and Safety

(i) To the extent permitted by law, the County will verify and disclose, or cause its employees and volunteers (including Child Welfare Board Members) to verify and disclose criminal history and any current criminal indictment involving an offense against the person, an offense against the family, or an offense involving public indecency under the Texas Penal Code as amended, or an offense under Chapter 281 of the Texas Health and Safety Code. This verification and disclosure will be required of child welfare board members and of all who have direct contact with children referred by DFPS;

(ii) The County will prevent or promptly remove any employee or volunteer (including Child Welfare Board members) from direct child contact and/or from access to child records who is alleged to have committed an offense of abuse, neglect, or exploitation or an offense described in subsection (i), above; and

(iii) The County will promptly report any suspected case of abuse, neglect, or exploitation to DFPS as required by Chapter 261, Texas Family Code. All reports must be made within 24 hours of the discovery of the abuse or neglect. The County may report this information to DFPS' Statewide Intake at 1-800-252-5400.

g. Confidentiality

(i) All information obtained, learned, developed, or filed by the County in connection with the Services provided under this Contract, including data contained in official Department files or records, will be held confidential by the County in accordance with applicable Federal and State laws, rules, and regulations. The County will not disclose confidential information to any person, organization, agency, or other entity except as authorized or required by law. The County will immediately notify the Department of all requests for information deemed confidential under this Contract. In the event the County is required by law to release confidential information, the County will notify the Department in writing, prior to releasing confidential information.

(ii) Nothing in this Section will be deemed to preclude, prevent, or prohibit access to confidential information by the Department or Department designees.

(iii) The provisions of this Section will remain in full force and effect following termination of, or cessation of the Services required by this Contract.

h. The County will adhere to all the legal, programmatic, and administrative requirements identified in Section 2000 of the Handbook related to the Services to be provided under this Contract.

i. The County will maintain financial, programmatic, and supporting documents developed under this Contract for a minimum of five years after the termination of the contract period. Contract period means the effective dates of the Contract as described in Section III, below; renewals are considered to be separate contract periods.

j. The County will submit Service delivery reports required by DFPS or self-evaluations of performance and other reports requested by DFPS in an appropriate format and on a timely basis; and to the extent permitted or required by law, make available at reasonable times and for reasonable periods, children's records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by DFPS, the U.S. Department of Health and Human Services, or their authorized representatives.

k. The County will allow DFPS and its representatives to monitor, audit, evaluate and otherwise review the Services provided under the Contract. In addition, the County will ensure that DFPS has access to all documentation and information related to the Services provided under this Contract.

l. The County will not use any funding received under this Contract to influence the outcome of elections or the passage or defeat of any legislative measures.

m. Contractor agrees to comply with state and federal anti-discrimination laws, including without limitation:

(i) Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);

(ii) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);

(iii) Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);

(iv) Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);

(v) Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);

(vi) Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*); and

(vii) The HHS agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

1) Contractor agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

2) Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or

have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. Applicable state and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Contractor agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin. Contractor also agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.

3) Contractor agrees to comply with Executive Order 13279, and it's implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services will not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

4) Upon request, Contractor will provide HHSC Civil Rights Office with copies of all of the Contractor's civil rights policies and procedures.

5) Contractor must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

   HHSC Civil Rights Office
   701 W. 51st Street, Mail Code W206
   Austin, Texas 78751
   Phone Toll Free (888) 388-6332
   Phone: (512) 438-4313
   TTY Toll Free: (877) 432-7232
   Fax: (512) 438-5885

n. Contractor agrees to comply with the Fair Labor Standards Act (FLSA) (29 U.S.C. §201 *et seq.*) regarding minimum wages, overtime pay, recordkeeping, and child labor.

o. FFATA Reporting. County must report to DFPS the data elements required by the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282) and listed in q. if County is a recipient of a federal sub-award. No direct payment will be made to County for providing any reports required under these provisions, as the cost of producing such reports will be deemed included in the Contract price. The reporting requirements in q. are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes will be automatically incorporated into this Contract and shall become part of County's obligations under this Contract. DFPS may provide written notice to County of any such change in accordance with this Contract, but such notice will not be a condition precedent to County's duty to comply with revised OMB reporting requirements.

p. Sub-Award Reporting. If County is a recipient of a federal sub-award, County will report to DFPS as set forth below unless otherwise exempted. All required information must be made publicly available according to federal law.

i. Sub-award Information. A federal sub-award recipient will provide the following information to DFPS according to the timeframes communicated by the Department but no later than the end of the month following the month of award of a contract with a value of $25,000 or more, (and any modifications to these contracts that change previously reported data):
   a. Unique identifier (DUNS Number) for the Contractor receiving the award and for the Contractor's parent company, if the Contractor has a parent company.
   b. Name of the Contractor.
   c. Contractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
   d. Contractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

q. Officers' Total Compensation (Top 5). According to the timeframes communicated by the Department but no later than the end of the month following the month of a contract award, and annually thereafter, the County will report the names and total compensation of each of the five most highly compensated executives for the County's preceding completed fiscal year if—
   i. In the County's preceding fiscal year, the County received—
      a. 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      b. $25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and
      c. The public does not have access to information about the compensation of the 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. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

r. CERTIFICATIONS. The certifications enumerated below represent material facts upon which DFPS relies when contracting. Both parties further agrees that each will provide immediate written notice to the other if at any time either party learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. Both parties acknowledge their continuing obligation to comply with the requirements of the following certifications:
   i. Certification Regarding Lobbying. State and federal law place restrictions on the use of state and federal funds in regard to lobbying. Both parties certify, to the best of their knowledge and belief, that:
      a. In accordance with 31 U.S.C. §1352, no federal appropriated funds have been paid or will be paid, by or on behalf of either party, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee 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.
      b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant,

loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

c. Both parties will require that the language of this certification be included in the award documents for subcontracts and that all subcontractors will certify and disclose accordingly.

d. Payments of appropriated or other funds to each party under any resulting agreement are not prohibited by Texas Government Code §556.005 or §556.008.

ii. Suspension, Ineligibility, and Voluntary Exclusion. In accordance with Executive Orders 12549 and 12689 regarding federal regulations on debarment, suspension, ineligibility, and voluntary exclusion, both parties certify the following:

a. That each party is, to the best of its knowledge and belief, not debarred, suspended, declared ineligible, or voluntarily excluded from participation in this solicitation or any resulting contract.

b. That each party will not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DFPS or the U.S. Department of Health and Human Services.

c. That each party will include this section regarding debarment, suspension, ineligibility, and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

iii. Drug-Free Workplace Certification. Each party certifies that it will or 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 ongoing drug-free awareness program to inform employees about—

i. The dangers of drug abuse in the workplace;

ii. The grantee'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 occurring in the workplace;

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 t.iii.a..;

d. Notifying the employee in the statement required by paragraph r.iii.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 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 ten calendar days after receiving notice under paragraph r.iii.d.ii. from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a

central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph r.iii.d.ii. with respect to any employee who is so convicted—

   i. 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

   ii. 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;

   iii. Making a good faith effort to continue to maintain a drug-free workplace.

2. DFPS' Responsibilities:

   a. DFPS will provide the County with the child population rate each quarter; and

   b. DFPS will process and pay the federally reimbursable portion of County-certified IV-E allowable expenditures identified on the 4116X, State of Texas Purchase Voucher in accordance with the terms of this Contract.

SECTION II. BASIS FOR CALCULATING PAYMENT OBLIGATIONS

A. Budget Documents:

1. The amount of the Title IV-E federally reimbursable portion of this Contract is based on the Budget Documents attached hereto as Exhibit "II" entitled Budget for Title IV-E County Contracts, Form 2030CLIVE, which includes Attachments "A" and "B" (Budget Documents). Exhibit "II" and its corresponding attachments are incorporated herein by this reference.

2. The Budget Documents should be amended for each fiscal year with the written agreement of the contract manager for DFPS. If the Contract is automatically renewed, and if the parties have not agreed to amended Budget Documents, the Budget Documents are also renewed without amendment but may be later amended by agreement of the County and DFPS.

3. If the County is going to include indirect costs as part of its Billings, the Contract will include by reference either (a) the County's approved Indirect Cost Agreement with the Federal Government; or (b) appropriate documentation certifying the County's official indirect cost rate.

B. This Contract is at all times contingent upon the availability and receipt of federal funds.

C. Billing Requirements:

1. The County will submit Billings in an accurate and timely manner for each quarter by the end of the following quarter. Billings must be submitted with all documentation necessary to support the expenditures contained in the Billings.

2. DFPS will notify the County within 30 days of Billings that are inadequately documented, appear to be unallowable in whole or in part, or are not in accordance with the Budget Documents for the Contract.

3. If the quarterly Billings for the County average or are expected to average less than $1,000 per quarter, the County may request, and the contract manager for DFPS may grant written permission to submit Billings on an annual basis with the Billing for each quarter submitted and documented separately but at the same time before the end of the first quarter of the following fiscal year.

4. Any Billing or amended Billing which is submitted to DFPS later than 7 quarters after the end of the quarter of the expense will not be processed by DFPS unless DFPS determines, in DFPS' sole discretion, that DFPS is able to submit the bill to the federal government for payment in a proper and timely fashion.

SECTION III. TERM OF CONTRACT

This Contract will be in force effective October 1, 2011 through September 30, 2012 and will automatically renew for one fiscal year at a time through September 30, 2018, unless terminated sooner.

SECTION IV. INCORPORATION BY REFERENCE. The following instruments are incorporated into the contract for all purposes and are on file with the Department, the Contractor, and subcontractor(s):

A. Cost Allocation Plan and supporting narrative, if applicable

B. Form 2031, Signature Authority Designation

C. Copy of approved Indirect Cost Agreement, if applicable

D. Form 4734, Federal Funding Accountability and Transparency Act (FFATA) Certifications

E. Other forms as needed

SECTION V. MODIFICATIONS

A. This Contract contains the entire understanding of the parties and supersedes all previous discussions, proposals, or agreements between DFPS and the County.

B. This Contract may be modified by executing a formal written amendment signed by both DFPS and the County.

SECTION VI. TERMINATION

A. If the County fails to provide services according to the terms of this Contract, DFPS may, upon written notice of default to the County, terminate all or any part of the Contract. Termination is not necessarily an exclusive remedy but will be in addition to any other rights and remedies provided under this Contract.

B. DFPS, based on information from monitoring or other verifiable sources, may terminate this Contract for cause or take other actions including, but not limited to:

1. Requiring the County to take specific corrective actions in order to remain in compliance with any contractual term,

2. Recouping payments made to the County or imposing administrative error sanctions based on audit findings of violations of Contract requirements, and

3. Suspending, placing into abeyance, or removing any contractual rights to include, but which are not limited to, withholding of payment.

C. This Contract may be terminated at any time by mutual consent. In addition, either party may consider the Contract to be canceled by giving thirty (30) days notice to the other party. This Contract will be terminated at the end of the thirty (30) day period. This Contract will otherwise terminate by the date specified pursuant to Section III, above.

SECTION VII. CERTIFICATIONS

By executing this Contract, the undersigned parties bind themselves to the faithful performance of this Contract and certify their authority to enter into this Contract.

Texas Department of Family and Protective Services

Audrey Deckinga
Signature
Printed Name: Audrey Deckinga
Printed Title: Assistant Commissioner

9-29-11
Date

Travis County

Samuel T. Biscoe
Signature
Printed Name: Samuel T. Biscoe
Printed Title: County Judge

9-6-11
Date

Texas Dept of Family and Protective Services

Risk Analysis Questionnaire

Form 9105
July 2012

Contract Name: Travis County - Legal

Contract Number: 23940106 FY 2013

Please provide the person's name and number to contact if additional information is needed: Stephen Marquez 512-854-9900

1. Do you currently have other client service contracts with DFPS or any other Governmental entity [federal, state (ISD, University) county]?

Yes ☒ No ☐

If yes, please provide the contract number and indicate which of the following payment types is utilized for the contract:

Cost Reimbursement	Contractor is reimbursed for allowable costs.
Fee For Service	Contractor is paid a set fee per unit of service. Typically rates are negotiated with the individual vendor and may apply only to that vendor. An independent rate setting process does not exist for the contracted service.
Rate Based Payments	Contractor is paid at a pre-determined rate or fee per unit of service, which was established through a rate setting process. The rate setting process typically applies to multiple contractors who provide the service.
Other	Any other payment type not defined above.

Contract Number	Payment Type	Contract Number	Payment Type
582-10-93249 - Travis Co Environmental Crimes Prosecutor (Tx. Comm. on Environmental Quality	Cost reimbursement	n/a - Interlocal with City of Austin - Downtown Business Dist. Atty.	cost reimbursement
1014554 - Victims Coordinator Liaison Grant (Ofc of the Atty General)	Cost reimbursement		

RAI Factor #4

2. Check the appropriate time period since your last audit (e.g., annual audit, compliance audit,) was completed by an independent auditor, including other state/federal agency.

☒ Within 21 months ☐ Within 22-34 months ☐ 35 months or more OR No Audit completed

RAI Factor #15

63

Risk Analysis Questionnaire

3. Type of Related Party Transactions: "Doing business" refers to business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle), and/or obtaining a service (e.g., legal services, accounting services, banking services), even if the purchase/lease/service is provided at no charge from anyone related by blood, adoption or marriage to a member of your Board of Directors; a principal stockholder; or a key employee.

   Does your agency do business with any of the above-mentioned parties for the following?

Non-compensated services	☐ Yes	☒ No
Compensated non-recurring services	☐ Yes	☒ No
Compensated Consulting or Management services	☐ Yes	☒ No
Compensated Building Leasing	☐ Yes	☒ No
Compensated Transportation	☐ Yes	☒ No
Compensated Goods and Services or Labor	☐ Yes	☒ No
For-profit affiliated with non-profit	☐ Yes	☒ No
Owned/operated by same or related entity	☐ Yes	☒ No

RAI Factor #10

Texas Dept of Family and Protective Services

Risk Analysis Questionnaire

Form 9105
July 2012

4. The percentage of total expenditures paid out to Subcontractors in a fiscal year as allowable by contract.

☒ 0% ☐ no more than 30% ☐ 31% to 50% ☐ More than 50%

RAI Factor #9

5. Experience of key management staff: Note: Fiscal components refer to the financial aspect of the contract. Programmatic components refer to the program side of the contract, such as monitoring that services are provided to clients, monitoring the quality of the service delivery, ensuring compliance to the service provisions in the contract.

Executive Director,Sole Proprietor, President or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Accounting (Comptroller, Chief Financial Officer, Business Mgr, etc.)	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	☐ Less than 2 years with fiscal or programmatic components of federal and/or state contracted programs	☒ At least 2 years with fiscal or programmatic components of federal and/or state contracted programs	☐ At least 2 years with fiscal and programmatic components of federal and/or state contracted programs

RAI Factor #7

6. Check the appropriate box below if there has been any significant change in key management staff in the appropriate periods:

☒ No significant change in last 2 years

☐ Significant change in key management staff within: ☐ Last 2 years ☐ Last 12 months

RAI Factor #7

7. Total Contractor Experience

Check the appropriate box below your total contractor experience (including experience with non-DFPS agencies) providing the type of service being contracted.

☐ 0 to 12 months ☐ 13 to 35 months ☐ 36 to 59 months ☒ 60 or more months

RAI Factor #8

Texas Dept of Family and Protective Services

Risk Analysis Questionnaire

Form 9105
July 2012

8. Check the appropriate box below if there has been any significant change in direct delivery and billing staff in the appropriate periods:

☒ No significant change in last 2 years

☐ Significant change in direct delivery and billing staff within: ☐ Last 2 years ☐ Last 12 months

RAI Factor #8

CERTIFICATION

Signed by an individual with documented authorithy as designated by the business entity.

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THAT THE INFORMATION REPORTED HEREIN IS TRUE, CORRECT, AND COMPLETE.

Signature and Date

Samuel T. Biscoe Travis County Judge
Printed Name and Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Summary

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$1,100,496.00	$198,397.42	$902,098.58
A.2. Direct Personnel Fringe Benefits		$380,937.00	$68,675.32	$312,261.68
A.3. Direct Personnel Travel		$1,200.00	$216.34	$983.66
A.4. Direct Materials and Supplies		$6,500.00	$1,171.82	$5,328.18
A.5. Direct Equipment		$0.00	$0.00	$0.00
A.6. Direct Other Costs		$71,150.00	$12,826.92	$58,323.08
Total Administration		*$1,560,283.00*	*$281,287.82*	*$1,278,995.18*
B. Training				
B.1. Title IV-E Training (75%)		$2,768.80	$748.74	$2,020.06
B.2. Title IV-E Fostering Connections Training (65%)		$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)		$0.00	$0.00	$0.00
Total Training		*$2,768.80*	*$748.74*	*$2,020.06*
C. Indirect Costs (if applicable)				
Total Indirect Costs	**$1,560,283**	*$375,560.12*	*$67,705.98*	*$307,854.14*
Grand Total		**$1,938,611.92**	**$349,742.54**	**$1,588,869.38**

***Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:** **36.056%**

Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.

Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs): **24.070%**

Contractor Certification

Signature ***Date***

Samuel T Biscoe Travis County Judge

Printed Name & Title

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.1. Direct Personnel Salaries

County: **Travis County - Legal**
Contract Number: **23940106**
Budget Effective Date: **10/1/2012-9/30/2013**

Position or Title	A	B	C	D	E	F
	Monthly Salary	% of Time Spent on IV-E Activities	Number of Months of Service	Estimated Total Expense* (AxBxC)	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Assistant District Attorney VII	$8,777.00	100%	12	$105,324.00	$18,987.81	$86,336.19
Assistant District Attorney VI	$7,656.00	100%	12	$91,872.00	$16,562.68	$75,309.32
Assistant District Attorney VI	$7,474.00	100%	12	$89,688.00	$16,168.95	$73,519.05
Assistant District Attorney VI	$7,499.00	100%	12	$89,988.00	$16,223.04	$73,764.96
Assistant District Attorney VI	$6,496.00	100%	12	$77,952.00	$14,053.19	$63,898.81
Assistant District Attorney VI	$7,439.00	100%	12	$89,268.00	$16,093.24	$73,174.76
Assistant District Attorney VI	$6,952.00	100%	12	$83,424.00	$15,039.68	$68,384.32
Investigator II	$8,202.00	100%	12	$98,424.00	$17,743.88	$80,680.12
Senior Paralegal	$4,972.00	100%	12	$59,664.00	$10,756.23	$48,907.77
Paralegal	$3,992.00	100%	12	$47,904.00	$8,636.13	$39,267.87
Paralegal	$3,673.00	100%	12	$44,076.00	$7,946.02	$36,129.98
Legal Secretary	$3,965.00	100%	12	$47,580.00	$8,577.72	$39,002.28
Legal Secretary	$3,403.00	100%	12	$40,836.00	$7,361.91	$33,474.09
Legal Secretary	$3,651.00	100%	12	$43,812.00	$7,898.43	$35,913.57
Law Clerk	$3,779.00	100%	12	$45,348.00	$8,175.34	$37,172.66
Law Clerk	$1,889.00	100%	12	$22,668.00	$4,086.59	$18,581.41
Law Clerk	$1,889.00	100%	12	$22,668.00	$4,086.59	$18,581.41
			Total Direct Personnel Salaries	$1,100,496.00	$198,397.42	$902,098.58

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Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
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*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
December 2010

Administration
A.2. Direct Personnel Fringe Benefits

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
FICA - OASDI	$68,230.00	$12,300.50	$55,929.50
Health Insurance	$150,144.00	$27,067.96	$123,076.04
Life Insurance	$1,479.00	$266.63	$1,212.37
Retirement	$141,852.00	$25,573.08	$116,278.92
Workers Compensation	$3,275.00	$590.42	$2,684.58
FICA - Medicare	$15,957.00	$2,876.73	$13,080.27
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Fringe Benefits	$380,937.00	$68,675.32	$312,261.68

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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Administration A.3. Direct Personnel Travel			
		County:	**Travis County - Legal**
		Contract Number:	**23940106**
		Budget Effective Date:	**10/1/2012-9/30/2013**
Type of Travel Expense Note: only include travel NOT related to personnel training	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Mileage	$1,200.00	$216.34	$983.66
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Personnel Travel	$1,200.00	$216.34	$983.66

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Please refer to the Texas State Comptroller's office for current mileage rates.
https://fmx.cpa.state.tx.us/fmx/travel/textravel/trans/personal.php

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
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Administration A.4. Direct Materials and Supplies			
		County:	**Travis County - Legal**
		Contract Number:	**23940106**
		Budget Effective Date:	**10/1/2012-9/30/2013**
Materials and Supplies (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Office Supplies - consumable items	$6,500.00	$1,171.82	$5,328.18
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
Total Direct Materials and Supplies	$6,500.00	$1,171.82	$5,328.18

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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Administration
A.5. Direct Equipment

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Equipment (description and basis of cost)	**Method Used** (rent/lease/ purchase)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
none		$0.00	$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
			$0.00	$0.00
Total Direct Equipment		$0.00	$0.00	$0.00

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

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Budget for Title IV-E
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Administration A.6. Direct Other Costs			
		County:	**Travis County - Legal**
		Contract Number:	**23940106**
		Budget Effective Date:	**10/1/2012-9/30/2013**
Other Costs (description and basis of cost)	**Estimated Total Expense***	**Anticipated Federal Reimbursement (estimated EPR x 50% FFP)**	**Anticipated County Match**
Court Reporter	$275.00	$49.58	$225.42
Expert Witness	$3,000.00	$540.84	$2,459.16
Witness Travel	$5,000.00	$901.40	$4,098.60
Interpreter	$22,000.00	$3,966.16	$18,033.84
Citation Fees	$28,500.00	$5,137.98	$23,362.02
Court Costs/Copy Costs	$300.00	$54.08	$245.92
Transcripts	$6,000.00	$1,081.68	$4,918.32
Professional Dues	$1,500.00	$270.42	$1,229.58
Notary Fees	$75.00	$13.52	$61.48
Publications	$3,000.00	$540.84	$2,459.16
Information Services	$1,000.00	$180.28	$819.72
Postage	$500.00	$90.14	$409.86
Total Direct Other Costs	$71,150.00	$12,826.92	$58,323.08

*estimated total cost for Title IV-E related activities

Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

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County Legal Services Contract

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B. Training

B.1. Title IV-E Training (75%)

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport-ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
Crimes Against Children Conf.	$550.00	$391.00	$230.00	$213.40	$1,384.40	2	$2,768.80	$748.74	$2,020.06
- Dallas, TX (8/12-15/13)		(based on 4		($.555 per mile	$0.00		$0.00	$0.00	$0.00
		nts at max		for 388 round-	$0.00		$0.00	$0.00	$0.00
Two attorneys are scheduled		reimb. rate		trip miles)	$0.00		$0.00	$0.00	$0.00
to attend at this time		of $97.75/nt.)			$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$2,768.80	$748.74	$2,020.06

*estimated amount allocable to Title IV-E

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

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Budget for Title IV-E
County Legal Services Contract

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B. Training

B.2. Title IV-E Fostering Connections Training (65%)

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport-ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

*estimated amount allocable to Title IV-E

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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December 2010

B. Training

B.3. Non-Title IV-E Training (50%)

County: **Travis County - Legal**

Contract Number: **23940106**

Budget Effective Date: **10/1/2012-9/30/2013**

Training (Description and Title)	Registration* (amount allocable to Title IV-E)	Lodging* (amount allocable to Title IV-E)	Meals* (amount allocable to Title IV-E)	Transport-ation* (amount allocable to Title IV-E)	Subtotal	Number of Employees Attending	Estimated Total Expense*	Anticipated Federal Reimbursement	Anticipated County Match
NOTE: Form 9321 *Training Expense Documentation Form* must be submitted to DFPS for review/approval by Federal Funds prior to training.									
none					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
					$0.00		$0.00	$0.00	$0.00
				Total Training			$0.00	$0.00	$0.00

*estimated amount allocable to Title IV-E

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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Note: Please refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc.
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

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Budget for Title IV-E
County Legal Services Contract

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Budget Narrative

County:	**Travis County - Legal**
Contract Number:	**23940106**
Budget Effective Date:	**10/1/2012-9/30/2013**

Clearly describe each expense to be incurred and billed to this contract, including justification for expense. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.jsp

A. Administration

A.1. Direct Personnel Salaries

All employees included in the cost allocation plan are assigned full-time to the Civil Unit of the Family Justice Division. The workload of the Civil Unit consists entirely of Child and Protective Services (CPS) cases. The Civil Unit includes seven Assistant District Attorneys, one Sr. Paralegal, two Paralegals, three Legal Secretaries, one Investigator and three Law Clerks. Because 100% of their work time is devoted to CPS cases, 100% of their Travis County salaries is included in the cost allocation plan.

A.2. Direct Personnel Fringe Benefits

Only those benefits normally paid or provided to all Travis County employees in the same job classifications are included in the plan. 100% of the fringe benefits associated with the employees listed above is included.

A.3. Direct Personnel Travel

The amount requested in Travel is for mileage charges incurred by Civil Unit staff while driving between the home office and the Texas Department of Family and Protective Services office where some Civil Unit employees work daily.

A.4. Direct Materials and Supplies

The amount included for consumable office supplies is based on projected expenditures for FY13. The consumable office supplies included in the cost allocation plan are only used in the support of the Family Justice Division Civil Unit.

A.5. Direct Equipment

Travis County will not purchase any equipment in FY13 from these funds.

A.6. Direct Other Costs

Texas Dept. of Family
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Budget for Title IV-E
County Legal Services Contract

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The total amount for other direct costs is based on the Civil Unit's projected expenditures for FY13. Included in this category are expenditures for court reporters, expert witnesses and their travel costs, interpreters, citation fees, investigative costs, transcripts and other operating expenses necessary for CPS case preparation and presentation.

B. Training

B.1. Title IV-E Training (75%)

The total training costs are based on two Civil Unit attorneys attending the annual Crimes Against Children Conference in Dallas.

B.2. Title IV-E Fostering Connections Training (65%)

N/A

B.3. Non-Title IV-E Training (50%)

N/A

C. Indirect Costs (if applicable)

The Travis County Commissioners Court adopted an indirect cost plan prepared in accordance with OMB Circular A-87. A copy of the plan was submitted to Texas Department of Family and Protective Services in August 2002; however, Travis County's cognizant federal agency (Department of Health and Human Services) has not required submission of the plan for review and approval. The latest revision to the plan was approved by the Travis County Commissioners Court on August 28, 2012. The approved rate by the Court for the District Attorney's Office was 24.07%. Travis County's indirect rate cost allocation plan is on file in the Auditor's Office and is available for review.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☒	Continuation Grant: ☐
Department/Division:	Travis County Criminal Courts	
Contact Person/Title:	Debra Hale, Director of Court Management	
Phone Number:	512-854-9224	

Grant Title:	Indigent Defense System Evaluation Project			
Grant Period:	From:	09/01/12	To:	03/31/14
Fund Source:	Federal: ☐	State: ☒	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:	OOG-CJD			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$198,511	0	**0**	0	$198,511
Operating:	$27,290	0	**0**	0	$27,290
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	$4,517	0	**0**	0	$4,517
Total:	$230,318	$0	**$0**	$0	$230,318
FTEs:	1.00	0.00	**0.00**	0.00	1.00

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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
# of misdemeanor cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	36,777 Proj. misd. dispositions for FY13
# of felony cases evaluated for case outcome, access to attorney, and ability to post bond.	N/A	N/A	N/A	N/A	N/A	11,007 Proj. felony dispositions for FY13
Measures For Grant						
Participate as a pilot site with the National Legal Aid and Defense Association/North Carolina Office of Indigent Defense Services to collect and analyze indigent defense data to develop performance measures for indigent defense systems.	N/A	N/A	N/A	N/A	N/A	47,784 Proj. felony and misd dispositions to be reviewed across 3 key areas

PBO Recommendation:

This is a new grant opportunity for the Criminal Courts to be part of a pilot program with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate the indigent defense system in Travis County.

The grant provides personnel and operating funds for one Business Analyst III position from July 1 2012 through March 31, 2014.

There are no match requirements or commitment to continue the program after the grant expires. 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 Travis County Criminal Courts have been selected as a pilot site to work with the National Legal Aid and Defender Association/North Carolina Office of Indigent Defense Services to evaluate our Indigent Defense System. The project will encompass evaluating our Indigent Defense System in three key areas: case outcomes, access to attorney, and ability to post bond. Part of the project will be to develop a tool kit for other jurisdictions on how to set-up a way to effectively evaluate indigent defense outcomes and criminal justice outcomes on a regular basis. The purpose of the project is not to critique our Indigent Defense System, but to develop performance measures and use evidence-bases approaches to enhance system performance. Participation in this evaluation project will require an FTE researcher who will be dedicated to analyzing Travis County data and working with the other sites in the nation participating in this project. The Governor's Office Criminal Justice Division is providing Travis County the funding via a discretionary grant in order to employ an FTE to conduct research for the project period (9/01/12 – 3/31/14) as well as necessary software and hardware for the project.

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

There are no long term County funding requirements for this grant.

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

There is no county match for this grant.

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

Yes, we are requesting a 2% indirect cost allocation.

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

This project will end when the Indigent Defense Systems Evaluation Project has been completed.

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

It has been a long term goal of the County to develop performance indicators for our Indigent Defense System. Participating in this project will give Travis County the opportunity to analyze and develop performance measures for ourselves as well as other Indigent Defense Systems in the nation.

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.

Participation in this project will provide us the opportunity to analyze our Indigent Defense System and develop performance indicators. This in turn will allow us to determine if our current indigent defense delivery system is effective and where improvements may be made.

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 05, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
500 W. 11th Street, Room 2.700
Austin, Texas 78701-2103

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at [illegible] and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) (512) 475-2440 (FAX) Dial 711 For Relay Services

STATEMENT OF GRANT AWARD

Grant Number:	S1-13-A10-26368-01	**CFDA or State ID:**	00.421
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	Indigent Defense System Evaluation Project		
Grant Period:	09/01/2012 - 03/31/2014		
Liquidation Date:	06/29/2014		
Date Awarded:	September 05, 2012		
CJD Grant Manager:	Helen Martinez		

CJD Award Amount:	$230,318.00
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$230,318.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title 1, Part 1, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1. Please be advised that CJD has added a Condition of Funding (CoF) that will hold funds on a specific budget line item(s) that must be met. You can review the CoF by going to the Summary tab and clicking on the View Condition of Funding link. Assuming all other Conditions of Funding noted on the Statement of Grant Award have been met, you will be able to request reimbursement for any line item except for the one(s) with the fund hold until that fund hold is cleared.

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: September 05, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https://egrantsonline.governor.state.tx.us.

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Audit Requirements Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.grants.state.tx.us/grants/index.html. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at http://grants.state.tx.us/grants/index.html for additional information on supplanting.

Conflict of Interest – Grantees should have in place established 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.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://[illegible] to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.[illegible].gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501-1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/register.php.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/organizeyourorganization. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

Travis County Resolution
Indigent Defense System Evaluation Project Grant
(Grant period 9/01/12 – 3/31/14)

WHEREAS, The Travis County Commissioners Court finds it in the best interest of the citizens of Travis County, that Travis County participate in the Indigent Defense System Evaluation Project.

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 acceptance of the grant award for the Indigent Defense Systems Evaluation Project from 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: SF-13-A10-26368-01

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Sheriff's Office	
Contact Person/Title:	Karen Maxwell, Senior Planner	
Phone Number:	854-7508	

Grant Title:	TCSO Child Abuse Victim Services Personnel			
Grant Period:	From:	9/1/2012	To:	8/31/2013
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	OOG, Criminal Justice Division			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
Originating Grantor:	OJP-DOJ-VA-Victims of Crime Act Formula Grant Program			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	24,597	0	**24,891**	0	$49,488
Operating:	400	0	**106**	0	$506
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$24,997	$0	**$24,997**	$0	$49,994
FTEs:	0.50	0.00	**0.50**	0.00	1.00

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	☒	MN	
County Attorney	☒	JC	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
Crime Victims Served	3456					3598
Measures For Grant						
Number of Child Abuse victims/survivors seeking service who are served	360	120				360
Outcome Impact Description						
Outcome Impact Description						
Outcome Impact Description						

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual contract with the Office of the Governor, Criminal Justice Division, to continue the TCSO Child Abuse Victim Services Personnel Grant. The agreement is for the second year of the grant. The grant provides resources for a full-time Victim Counselor for victims associated with child abuse. The cash match for the program will be met from the department's existing budget and no additional funds are required.

PBO recommends approval to continue the program.

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

During FY10, the Travis County Sheriff's Office Child Abuse Unit investigated 476 cases. Many of these investigated cases involved multiple identified victims and considerable coordination between family members, community agencies and TCSO personnel. However, Victim Services personnel were only able to provide services to approximately 9% of the victims associated with these Child Abuse cases.

This grant proposal will support funding for one full-time Victim Counselor who will be responsible for service provision to the victims associated with Child Abuse cases. Services provided will include crisis intervention, safety planning, assistance with crime victims compensation and protective order processes, emotional support, and referrals to community agencies. Based on the numbers of investigated child abuse cases, and an assumption that each case involves a minimum of two victims (although many cases may involve multiple victims), it is estimated that this position will afford services to an additional 360 victims.

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

None

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

The Sheriff's Office will budget funds to cover a 50% match. The Victim Counselor will be added into the regular call rotation for victim services personnel and TCSO will pay for the call back salary and associated fringe expenses, plus paging service for this FTE.

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

In accordance with grant rules, projects totaling less than $50,000 may waive the 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.

There is no County commitment to funding if the grant is discontinued. However, by using this grant opportunity to serve a segment of victims that has previously been underserved, we can collect data and better identify the need for future requests.

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

This is a continuation of the services provided by the Travis County Sheriff's Office Victim Services Unit with the initial grant application for Child Abuse Victim Services personnel in FY11.

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.

TCSO Victim Services personnel provide crisis intervention, education regarding the criminal justice system and its participants, assistance with safety planning, assistance with crime victim compensation applications, protective order processes, emotional support, coordination of case activity, transportation of victims, and referrals to community agencies in an effort to reduce the trauma for victims. Currently TCSO Victim Services personnel are on-call 24 hours per day, 365 days per year as a means of ensuring immediate crisis intervention. Approximately 700 on-call requests for Victim Services response are received each year.

TCSO investigates in excess of 500 cases of Child Abuse annually; however, prior to grant funding received for FY11, there were no TCSO Victim Services personnel dedicated to providing services to victims associated with Child Abuse cases. This resulted in only about 9% of the Child Abuse victims receiving services in FY10. During the eight months of FY11 the Child Abuse grant was staffed, TCSO was able to serve victims in 19% of the 550 child abuse cases investigated due to the implementation of the Child Abuse Victim Services personnel.

The Victim Counselor provided through this project will be included in the existing on-call rotation, and will hold within their primary duties the provision of services to victims associated with Child Abuse cases. Through this project it is estimated an additional 360 victims would receive services from TCSO Victim Services personnel.

JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF
P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

September 11, 2012

MEMORANDUM

To: **The Travis County Commissioners Court**

From: **Karen Maxwell, Senior Planner**

Subject: **General Victim Assistance Grant Acceptance Request**
Office of the Governor, Criminal Justice Division

I am pleased to inform the Court that TCSO has been notified of an award made by the Office of the Governor, Criminal Justice Division for grant funding under the General Victim Assistance Direct Services solicitation for FY13 to provide a Victim Counselor focused on serving the victims of child abuse cases. This application request was presented to Court on February 17, 2012, Item 5b, and was approved on consent at that time.

For the past two years, you have supported our request to provide a victim services staff member dedicated solely to the provision of services to victims associated with Child Abuse cases with awarded grant funding. Continuation of this project will provide services including crisis intervention, safety planning, assistance with Crime Victim Compensation applications and Protective Order processes, emotional support, and referrals to community agencies to a total of 360 victims referred from the Child Abuse cases that TCSO investigates. Total project costs will be $49,994, with TCSO providing 50% of that amount in match as we work to assimilate this position and wean off of the grant funding now that the project has demonstrated its efficacy.

Child abuse in all forms—neglect, physical, emotional and sexual—can have far-reaching effects on children, producing a multitude of social issues. Because families are most ready to change their non-productive approaches to problem solving during a time of crisis, it is critical that services are offered to families in the early stages of escalating violence. Travis County Sheriff's Office Victim Services personnel respond to the needs of these victims through on-scene response at the request of sworn personnel.

We are requesting the Commissioners Court accept this grant award. If you have questions, please don't hesitate to contact me at 854-7508. Thank you each in advance for your attention to this matter and your continued commitment to serving victims in Travis County.

cc: Matt Naper County Auditor's Office
Jim Connolly, County Attorney's Office
Travis Gatlin, PBO

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
PO Box 1748
Austin, Texas 78767-1748

Dear Judge Biscoe:

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Sincerely,

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	VA-12-V30-23166-03	**CFDA or State ID:**	16.575
Program Fund:	VA-Victims of Crime Act Formula Grant Program		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	TCSO Child Abuse Victim Services Personnel		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	August 29, 2012		
CJD Grant Manager:	Jami Krueger		

CJD Award Amount:	$24,997.00
Grantee Cash Match:	$24,997.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$49,994.00

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1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

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To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

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OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Juvenile Accountability Block Grant (JABG) Local Assessment Center			
Grant Period:	From:	09/01/2012	To:	08/31/2013
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?		Yes: ☐	No: ☒	
Are the grant funds pass-through another agency? If yes list originating agency below		Yes: ☒	No: ☐	
Originating Grantor:	U.S. Department of Justice			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$55,897	0	**$11,280**	0	$67,177
Operating:	$43,638	0	**0**	0	$43,638
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	$1,990	0	**0**	0	$1,990
Total:	$101,525	$0	**$11,280**	$0	$112,805
FTEs:	1.00	0.00	**0.34**	0.00	1.34

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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
Total number of youth receiving mental health and/or substance abuse screening	2031	663				2031
Number (percentage) of youth identified as requiring more extensive assessment	812 (40%)	228 (34%)				812 (40%)
Number (percentage) of youth who receive more extensive assessment based on need	731 (90%)	192 (84%)				731 (90%)
Measures For Grant						
Graduated Sanctions	2031	663				2031
Outcome Impact Description	Number of eligible youth served using Graduated Sanctions approaches					
Successful Completion	2031	663				2031
Outcome Impact Description	Number of program youth completing program requirements					
Full Assessments Given	2031	663				2031
Outcome Impact Description	Number of program youth fully assessed using risk and needs assessments					
Recidivism	366	100				366
Outcome Impact Description	Number of youth who reoffend					
Services Received	731 of 812	192 of 228				731 of 812
Outcome Impact Description	Number of times services identified through youth assessment that are actually received by the assessed youth.					
Detentions Alternatives	1422	514				1422
Outcome Impact Description	Number of cases that result in alternatives to detention					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the annual contract with the Office of the Governor, Criminal Justice Division for the existing Juvenile Assessment Center Grant Program. The supplemental funding supports the program, which provides juveniles with a comprehensive Adolescent Severity Inventory (substance abuse), a mental status examination, and screening for developmental disabilities at the front end of the referral process to the department so they can be directed to the appropriate services at Travis County Juvenile Probation Department in a timely manner.

This is the continuation of an existing grant that was first approved in FY 99. The required grant match is met through the department existing budget and no additional resources are needed. In addition, the grant does not require the service level be continued after termination of the grant cycle.

PBO recommends approval of this contract.

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

The JABG program's purpose is to develop programs that promote greater accountability in the Juvenile Justice System. Screening and assessing youth at the front end of the referral process to Travis County Juvenile Probation (TCJPD) ensures proper service delivery and case management for youth with substance abuse issues, mental health disorders, and/or developmental delays. Proper screening and further assessments when indicated affords juveniles a greater opportunity to change their life-course when given proper support at onset of the activity in the juvenile justice system. The goal of the program is to screen and assess all youth who are referred to TCJPD in a timely fashion and direct them to appropriate services that may be needed to reduce substance abuse, address mental health issues, and /or address developmental delays in order to divert them from a path of serious, violent and chronic delinquency. The grant will pay for one FTE counselor and/or Therapist (licensed) and another licensed counselor and/or Therapist as the required cash match of $11,280.

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

N/A There is no long term County commitment.

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 Juvenile Accountability Block Grant program requires a grantee match of at least 10%, which is calculated on the total project costs, not on the amount requested from CJD. The match requested is $11,280 which represents the 10% requested of personnel and fringe.

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

A 2% indirect cost rate has been calculated at $1,990.

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 Department intends to request subsequent year continuation funding for the Juvenile Assessment Center through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the assessment center as well as other areas of Substance Abuse Services only after all other sources of funding have been exhausted.

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.

The Juvenile Assessment Center will continue to improve systems of screenings and assessments which result in more appropriate treatment placement.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Britt Canary for Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Juvenile Accountability Block Grant (JABG) Local Assessment Center

DATE: September 10, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation through the Juvenile Accountability Block Grant (JABG) Local Assessment Center in the amount of $101,525 to supplement the Department's Juvenile Assessment Center. The match of $11,280 is required and represents 10% of the personnel/fringe benefits for a licensed counselor/therapist. The total project cost is $112,805.

The goal of the Juvenile Assessment Center is to provide juveniles with an initial screening with the Massachusetts Youth Screening Instrument – Second Version (MAYSI-2) and Substance Use Survey (SUS) Screening Inventory. This secured funding will support the cost of mental health assessment services and a licensed counselor/therapist.

Please review this item and place it on the **September 25th** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Britt Canary
Dr. Daniel Hoard
Sylvia Mendoza
Michael Williams
Lisa Eichelberger
Grant File

2515 South Congress Avenue Austin, Texas 78704 512/854-7000 Fax: (512) 854-7093

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	JB-11-J20-13391-14	**CFDA or State ID:**	16.523
Program Fund:	JB-Juvenile Accountability Incentive Block Grants		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	JABG Local Juvenile Assessment Center		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	August 29, 2012		
CJD Grant Manager:	Cherryl Charlet		

CJD Award Amount:	$101,525.00
Grantee Cash Match:	$11,280.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$112,805.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

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- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
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: ☒	State: ☐	Local: ☐	
Grantor:	Office of the Governor, Criminal Justice Division			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12	Progress To Date:				Projected FY 13
Applicable Depart. Measures	Measure	12/31/11	3/31/12	6/30/12	9/30/12	Measure
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:

The Juvenile Probation Department is requesting Commissioners approval of the annual contract with the Office of the Governor, Criminal Justice Division for the Leadership Approval Dual Diagnosis Unit--Residential Substance Abuse Treatment Program. This grant provides $143,743 in funding for a full time counselor and substance abuse and/or mental health contracted services for juveniles identified as needing this level of treatment within the Intermediate Sanctions Center. This is the continuation of an existing grant program.

The grant match is funded by using a portion of the expenses for one Residential Treatment Officer budgeted in 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 Count Juvenile Probation Department has been awarded funding for the continuation of 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 position.

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. The financial resources that have been 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: Brent Carr for Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue Residential Substance Abuse Treatment (RSAT) Program

DATE: September 12, 2012

The Office of the Governor has awarded continuation funding to Travis County Juvenile Probation through the 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 position.

The goal of the Residential Treatment Services 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 **September 25th** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Darryl Beatty
Jim Gobin
Ena Brent
Sylvia Mendoza
Michael Williams
Lisa Eichelberger
Grant File

2515 South Congress Avenue ✱ Austin, Texas 78704 ✱ (512) 854-7000 Fax: (512) 854-7097

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

August 29, 2012

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

Post Office Box 12428 Austin, Texas 78711 (512) 463-1919 (Voice) / (512) 475-2440 (FAX)/ Dial 7-1-1 For Relay Services

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number:	RT-10-A10-18122-08	**CFDA or State ID:**	16.593
Program Fund:	RT-Residential Substance Abuse Treatment for State Prisoners (RSAT)		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	Leadership Academy (Dual Diagnosis Unit)		
Grant Period:	10/01/2012 - 09/30/2013		
Liquidation Date:	12/29/2013		
Date Awarded:	August 29, 2012		
CJD Grant Manager:	Toni Kanetzky		

CJD Award Amount:	$143,743.00
Grantee Cash Match:	$47,914.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$191,657.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: August 29, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established 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.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.
(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.
(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

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- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	512-854-7046	

Grant Title:	**Community Partners for Children Coordinator**			
Grant Period:	From:	09/01/2012	To:	08/31/2013
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Austin/Travis County Integral Care (ATCIC)			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☒	No: ☐
Originating Grantor:	U.S. Department of Health and Human Services			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	$69,956	0	**0**	0	$69,956
Operating:	0	0	**0**	0	0
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	0
Total:	$69,956	$0	**0**	$0	$69,956
FTEs:	1.00	0.00	**0**	0.00	1.00

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	☒	RP	
County Attorney	☒	JC	

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
Applicable Depart. Measures		12/31/11	3/31/12	6/30/12	9/30/12	
Number of youth served by program	124	N/A	N/A	N/A	N/A	124
Percentage of youth served by program who are of juvenile age	95%	N/A	N/A	N/A	N/A	95%
Number of youth participant in program from TCJPD	45	N/A	N/A	N/A	N/A	41
Number discharged and percent of youth who successfully completed the program	34 (65%)	N/A	N/A	N/A	N/A	38 (68%)
Number and percent of youth re-referred to TCJPD or arrested as an adult	9 (27%)	N/A	N/A	N/A	N/A	11 (29%)
Measures For Grant						
Not applicable	N/A	N/A	N/A	N/A	N/A	N/A
Outcome Impact Description						

PBO Recommendation:

The Juvenile Probation Department is requesting approval of the annual agreement with the Austin/Travis County Integral Care to continue the Austin/Travis County Integral Care Community Partners for Children Coordinator Program. The grant provide funds to support one FTE who serves as the point of access and referral for children and families with complex needs who meet criteria for receiving services through Austin/Travis County Integral Care.

The grant provides $$69,956 and requires no County match. The grant does not require the program to continue after termination, but the department has indicated that should funding discontinue, they will seek additional resources to continue the position. The grant term is from September 1, 2012 to August 31, 2013.

PBO recommends approval of the contract in order to continue the program.

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

Austin/Travis County Integral Care has renewed our Community Partners for Children Coordinator contract. This contract will provide a single point of access to youth and families receiving services through Community Partners for Children. Through this contract, ATCIC agrees to provide $69,956 to the Juvenile Probation Department. This contract supports one full time staff person who serves as the Community Partners for Children Coordinator. This position provides access to community services for families with children that have complex needs.

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

There has been some additional funding provided by TCJPD in the past years. County funds have paid the longevity in the past for the position and COLA increases due to limited funding from the grantor. Funding may be needed for additional mileage, etc.

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

No County match is required.

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

Not applicable.

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

There is no one program directly associated with this agreement. Instead, the activities that are supported through this agreement represent progressive efforts to streamline access to services that are already in existence and that are funded through other sources.

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

Not applicable.

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 activities supported through this contract affect TCJPD's current services in that they provide for a single point of access and referral for services provided by ATCIC and other government and non-profit agencies in the county that collaborate to serve youth with special needs.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Brett Lacy - For Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue FY13 Austin/Travis County Integral Care (ATCIC) Community Partners for Children Coordinator

DATE: September 17, 2012

Austin/Travis County Integral Care (formerly Mental Health Mental Retardation Center A/TCMHMR) has proposed continuing our inter-local agreement to fund our Community Partners for Children Coordinator (formerly the Community Resource Coordinator Grant- CRCG). Through this contract, ATCIC agrees to provide $69,956 to the Juvenile Probation Department. This contract supports one full-time staff person who serves as the Community Partners for Children Coordinator. This staff will continue to provide children and their families with complex needs a single point of access, information, and referral to community service providers.

Please review this item and place it on the **September 25th** Commissioner's Court agenda for their consideration and action. Once approved, we will send the contract to ATCIC for their signature. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Barbara Swift
Gail Penney-Chapmond
Sylvia Mendoza
Lisa Eichelberger
Michael Williams
Grant File

August 23, 2012

Travis County Juvenile Probation Department
Attn: Chief Estela Medina
2515 S. Congress Ave.
Austin, TX 78704

Dear Ms. Medina:

Please find enclosed two originals of the Agreement for Services (the "Agreement") with Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care ("ATCIC"). Please sign and return both originals of the Agreement within 10 business days to my attention at P.O. Box 3548, Austin, TX 78764-3548. Once ATCIC's representative has signed the Agreement, we will forward one fully signed original to you.

If you have any questions, please contact me at (512) 440-4062.

Sincerely,

Arianna Franz
Coordinator of Legal and Medical Services

Enclosures

AGREEMENT FOR SERVICES
between
AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER dba AUSTIN TRAVIS COUNTY INTEGRAL CARE
and
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

THIS AGREEMENT is made and entered into by and between the Austin-Travis County Mental Health and Mental Retardation Center dba Austin Travis County Integral Care, a community center under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended, (the "Local Authority") and Travis County Juvenile Probation Department ("Contractor"), a political subdivision of the State of Texas, for the purpose of providing the services described below.

RECITALS

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.19(a)(2), the Texas Department of State Health Services (DSHS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, including coordination with criminal justice entities, and resource development and allocation for and oversight of mental health services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, pursuant to the Texas Health & Safety Code § 533.035(a) and House Bill 2292 §1.20(a)(3), the Texas Department of Aging and Disability Services (DADS) delegates to Local Authority the authority and responsibility for planning, policy development, coordination, and resource development and allocation for and oversight of mental retardation services in the most appropriate and available setting to meet individual needs in Travis County, Texas; and

WHEREAS, as the local mental health/mental retardation authority, Local Authority has the authority and responsibility for the planning, policy development, coordination, resource allocation and resource development for and oversight of mental health and mental retardation services for Travis County; and

WHEREAS, Contractor desires to contract with Local Authority to provide certain services more particularly described herein.

WHEREAS, this Agreement sets forth the terms and conditions evidencing the agreement of the parties hereto;

NOW THEREFORE, in consideration of the mutual covenants, rights, and obligations set forth herein, the benefits to be derived therefrom, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

I.
LOCAL AUTHORITY PERSONNEL

The Local Authority staff member responsible for monitoring this Agreement is Arturo Hernandez or his/her successor or designee (s).

The Local Authority staff member authorized to approve billing hereunder is Arturo Hernandez or his/her successor or designee (s).

II.
INDEPENDENT CONTRACTOR RELATIONSHIP BETWEEN THE PARTIES

1. **Independent Contractor.**

   A. The relationship between the Local Authority and Contractor shall be that of an independent contractor. It is agreed that Contractor and Contractor's personnel will not be considered an employee, agent, partner, joint venturer, ostensible or apparent agent, servant, or borrowed servant of the Local Authority.

   B. Contractor understands and agrees that Local Authority will not:

   (i) Withhold on behalf of Contractor any sum for income tax, unemployment insurance, social security, or any other withholding; or

   (ii) Give to Contractor any of the benefits given to employees of Local Authority.

2. **Professional Judgment.** Contractor and its personnel shall exercise its own professional judgment in the performance of the services described herein.

III.
OBLIGATIONS OF CONTRACTOR

1. **Services.** The services to be provided by Contractor are set forth in **Exhibit A** (the "Services").

2. **Qualifications.** Any required Professional and educational qualifications of Contractor and/or Contractor's personnel are set forth in **Exhibit B**.

3. **Work Made for Hire.** All work developed or prepared by Contractor pursuant to this Agreement (the "Work Product") is the exclusive property of the Local Authority. All right, title and interest in and to the Work Product shall vest in the Local Authority upon creation and the Work Product shall be deemed to be a work made for hire and made in the course of the services rendered pursuant to this Agreement. To the extent that title to either any such Work Product or such work may not, by operation of law, vest in the Local Authority, or either such Work Product or such work may not be considered a work made for hire, all rights, title and interest thereto are irrevocably assigned to the Local Authority. The Local Authority shall have the right to obtain and to hold in its own name any and all patents, copyrights, registrations, or such other protection as may be appropriate to any particular portion of the Work Product, and any extensions and renewals thereof. Contractor shall give Local Authority, as well as any person

designated by the Local Authority, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the Services.

4. **Copyright Infringement.** Contractor warrants and represents that no property protected by copyright will be reproduced or used in performance of this Agreement without the Local Authority's prior written consent, and only then provided that Contractor has previously obtained written permission from the copyright holder(s), or has otherwise demonstrated to the satisfaction of the Local Authority its right to use such property, each to the full extent necessary in Local Authority's sole judgment.

5. **Local Authority Approval of Contractor Personnel.** Contractor agrees not to subcontract or assign any Services to any third party without the Local Authority's prior written approval. Any subcontractors or employees of Contractor are the direct and sole responsibility of Contractor.

6. **Representations.**

(a) Contractor represents and warrants that its employees or personnel are not currently employees of the Local Authority.

(b) Contractor represents and warrants that it is not more than 30 days delinquent in child support payments and is eligible to receive payments from state funds as required by Texas Family Code Section 231.006.

7. **Receipts and Records.** Contractor agrees to provide the Local Authority upon request with original receipts for the purchases of all goods and services involving the use of Local Authority funds as well as all other financial and supporting documents and statistical records.

8. **Disclosure.** Contractor agrees to disclose to the Local Authority if it or any of its subcontractors or employees rendering Services pursuant to this Agreement is currently barred from the award of a federal or state contract, or if such occurs anytime during the term of this Agreement.

9. **Immigration Reform and Control Act.** Contractor agrees to maintain appropriate identification and employment eligibility documents to meet requirements of the Immigration Reform and Control Act of 1986.

10. **AIDS/HIV Workplace Guidelines.** Contractor agrees to adopt and implement AIDS/HIV workplace guidelines and AIDS/HIV confidentiality guidelines, consistent with state and federal law.

11. **Required Reporting Regarding Licensure.** Contractor agrees that it shall report to Local Authority any allegations that either Contractor or any professional licensed or certified by the State of Texas and employed by or contracted with the Contractor and is or may provide any Services has either (a) committed an action that constitutes grounds for the denial or revocation of certification or licensure, or (b) had his/her license revoked. If Contractor or Contractor's employee has such a denial or revocation, and

thereafter provides Services, then this Agreement may be terminated without prior notice.

12. **Reports of Abuse, Neglect and Exploitation.** Contractor agrees that it shall report any allegations of abuse and neglect in accordance with applicable law including, without limitation, rules of the Texas Department of Family and Protective Services, and rules of the Texas Department of Health.

13. **Contractor's Governing Body.** Contractor agrees to provide Local Authority with a list of the members of Contractor's governing body, if applicable.

14. **Confidentiality/Protected Health Information.** Contractor shall comply with all applicable laws, rules and regulations relating to the confidentiality of information and shall establish a method to secure the confidentiality of records and other information pertaining to Covered Individuals, all as required by the applicable provisions of Texas law, the privacy and security regulations promulgated pursuant to Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH") and the Federal regulations contained in 42 CFR Part 2 governing confidentiality of alcohol and drug abuse records.

15. **Access.** Pursuant to Health and Safety Code 534.060, Contractor agrees to allow the Local Authority, its representatives, including independent financial auditors, or other authorized governmental agencies unrestricted access to all facilities, data, and other information under the control of the Contractor, as necessary, to enable such agencies and the Local Authority to audit, monitor, and review all financial or programmatic activities in services associated with this Agreement.

16. **Retention of Records.** Except as expressly provided otherwise in this Agreement, Contractor agrees to retain all records pertinent to the Agreement for a period of five (5) years after the date of termination or expiration of this Agreement.

17. **Lobbying and Political Activity.** Contractor shall not use funds received under this Agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, federal or state, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any contract or grant or the extension, continuation, renewal, amendment, or modification of any contract or grant (31 USC §1352, as amended, and UGMS).

    Contractor shall execute **Exhibit D**, "Certification Regarding Lobbying". If applicable, Contractor shall submit to Center Standard Form LLL (Disclosure of Lobbying Activities), containing the name(s) of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with that contract or grant, a certification that none of the funds received under this Agreement have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement.

IV.
RESPONSIBILITIES OF THE LOCAL AUTHORITY

1. Payment.

A. In consideration of the obligations undertaken by Contractor, the Local Authority agrees to pay Contractor, in accordance with the fee schedule attached as **Exhibit C**. The maximum amount to be paid to Contractor under this Agreement is $69,956.00.

B. Payment will be made as reflected in **Exhibit C** based upon a completed invoice approved either by Local Authority's Executive Director, or by the Local Authority employee(s) authorized to approve billing(s).

C. Payment for Services is conditioned upon the Contractor completing the documentation necessary for the Local Authority to process the invoice(s). Such documentation must be complete, legible, and properly signed with title, date, and time as required. The contents must meet applicable standards, reporting requirements and rules set forth by any governmental agency and/or the Local Authority. Contractor shall prepare a separate invoice for each Local Authority division requesting Services, and submit invoices to such division(s) on a monthly basis for the Services provided during the immediately preceding month. The standard invoice form will be used for all Services.

D. The Local Authority agrees to pay the Contractor for expenses that are incurred in performing services authorized by this Agreement as specified in writing and approved in writing in advance of such incurrence by the Local Authority employee authorized to approve billings.

2. **Franchise Tax.** If Contractor is a corporation and becomes delinquent in the payment of its Texas Franchise tax, then payments to the Contractor due under this Agreement may be withheld until such delinquency is fully cured.

V.
INSURANCE

1. Contractor agrees to maintain and to cause its personnel providing services under this Agreement to maintain, at its sole cost and expense or the cost and expense of its personnel, such policies of general, professional liability and worker's compensation insurance coverage as required by Local Authority in order to insure Contractor and Local Authority against any claim for damages arising in connection with Contractor's responsibilities or the responsibilities of Contractor's personnel under this Agreement.

2. Contractor shall furnish copies of all the above-described insurance policies and a certificate of insurance pertaining to each such policy to the Local Authority upon request. All such insurance shall be secured and maintained with an insurance company, or companies, satisfactory to the Local Authority and shall name the Local Authority as

an additional insured. The Local Authority may withhold payments under the terms of this Agreement until the Contractor furnishes the Local Authority copies of all such policies and certificates of insurance from the insurance carrier(s), showing that such insurance is in full force and effect. Contractor shall give the Local Authority 30 days' prior written notice of any proposed cancellation of any of the above-described insurance policies.

VI.
INDEMNIFICATION

Contractor hereby agrees to the fullest extent permitted under the laws of the State of Texas to indemnify and hold harmless the Local Authority, its trustees, officers, employees, and agents from and against all liabilities, claims, actions, expenses (including attorney's fees and costs related to the investigation of any such claim, action, or proceeding), obligations, losses, fines, penalties, and assessments resulting from or arising out of the (a) performance or non-performance of Contractor's obligations under this Agreement, (b) negligence, or (c) willful misconduct; whether by the Contractor, its directors, officers, employees, or agents.

VII.
TERM AND TERMINATION

1. **Term.** This Agreement shall become effective on September 1, 2012 (the "Effective Date"), and shall terminate August 31, 2013.

2. **Immediate Termination.** Local Authority may terminate this Agreement immediately if (a) Local Authority does not receive the full anticipated funding to pay for the Services under this Agreement from any funding source; (b) Local Authority has cause to believe that termination of the Agreement is in the best interests of the health and safety of any persons served under this Agreement; (c) Contractor has become ineligible to receive Local Authority funds; or (d) Contractor or its employees has its Texas or other state license or certification suspended or revoked.

3. **Termination Upon Default.** Either party may terminate this Agreement after 30 days' written notice if the other party is in default of any of the provisions herein.

4. **Termination without Cause.** Local Authority may terminate this Agreement without cause on thirty (30) days' written notice to Contractor.

5. **Termination by Mutual Consent.** This Agreement may be terminated by the mutual consent of both parties.

VIII.
MISCELLANEOUS

1. **Nondiscrimination.** Each party to this Agreement agrees that no person, on the basis of race, ethnicity, color, national origin, religion, sex, sexual orientation, age, disability, or political affiliation, will be excluded from participation, be denied the benefits of, or be

subject to discrimination in the provision of any Services hereunder. The parties hereto agree to comply with the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the Civil Rights Act of 1991, and the Age Discrimination in Employment Act of 1967, all amendments to each and all requirements imposed by the regulations issued pursuant to these Acts.

2. **Amendment.** Unless otherwise specifically provided herein, this Agreement may be amended or changed only by mutual written consent of an authorized representative of the Local Authority and Contractor, respectively.

3. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings, written or oral agreement between the parties respecting the subject matter herein.

4. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas.

5. **Notices.** Any required notice hereunder shall be in writing and shall be sent, postage prepaid, by certified mail, return receipt requested, to Local Authority or Contractor at the address for such recipient shown below. The notice shall be effective on the date of delivery indicated on the return receipt.

   If to the Local Authority:
   Austin-Travis County Mental Health and Mental Retardation Center
   dba Austin Travis County Integral Care
   David Evans, Executive Director
   P.O. Box 3548
   Austin, Texas 78764-3548

   With a copy to the Local Authority's General Counsel at the same address.

   If to Contractor:
   Travis County Juvenile Probation Department
   Attn: Chief Estela Medina
   2515 S. Congress Ave.
   Austin, Texas 78704

6. **Severability.** The invalidity or unenforceability of any term of provision hereof shall not affect the validity or enforceability of any other terms or provisions.

7. **Authority to bind Local Authority.** This Agreement is not binding upon the Local Authority unless and until it has been executed by Local Authority's Executive Director or his designee.

8. **Survival.** The provisions of this Agreement which, by their nature, are intended to survive termination or expiration of this Agreement shall so survive including, without limitation, Sections III.3., III.4., III.6., III.14, III.16., V., VI. and VIII.

9. **Contractor's Authority.** The person or persons executing and signing this Agreement on behalf of the Contractor guarantee that they have been fully authorized by the Contractor to execute the Agreement and to legally bind the Contractor to all the terms and provisions of the Agreement.

10. **Exhibits.** All Exhibits referred to in this Agreement and attached hereto are incorporated herein by this reference.

AUSTIN-TRAVIS COUNTY MENTAL HEALTH AND MENTAL RETARDATION CENTER
dba AUSTIN TRAVIS COUNTY INTEGRAL CARE

By:_____
Arturo Hernandez, Director of Child and Family Services

Date:_____

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Estela P. Medina, Chief Juvenile Probation Officer

Date:_____

By:_____
Samuel T. Biscoe, Travis County Judge

Date:_____

EXHIBIT A

SERVICES TO BE PROVIDED

The services to be provided by Contractor (collectively, the "Services") include (a) providing (1) full-time person to serve as a Community Partners For Children Coordinator (such Community Partners For Children Coordinator sometimes hereinafter referred to as "Staff"), and (b) providing Staff with appropriate office space, supplies and furniture. Staff's responsibilities shall include, but may not be limited to (a) determining and identifying the strengths and needs of those persons with complex needs, and (b) coordinating care and serving as the single point of access, information and referral to other community-based providers for children and families with complex needs. Staff will be involved in training with appropriate community partners.

EXHIBIT B

QUALIFICATIONS OF CONTRACTOR

Staff must have a minimum of a bachelor's degree and either (a) have at least five (5) years of experience with children and families with complex needs, or (b) be a parent of a child with disabilities who is or has been involved in any child serving system providing services in Travis County, Texas.

EXHIBIT C

Contractor will be paid on an actual cost reimbursement basis for costs of Staff including salary, fringe benefits, auto mileage, training and seminar expenses, and training/seminar-related travel, meals and lodging.

EXHIBIT D

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 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.

2. If any funds other than Federal-appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure of Lobbying Activities, in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

By:_____
Estela P. Medina, Chief Juvenile Probation Officer

Date:_____

By:_____
Samuel T. Biscoe, Travis County Judge

Date:_____

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff	
Phone Number:	854-7046	

Grant Title:	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT			
Grant Period:	From:	09/30/2012	To:	09/29/2013
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Substance Abuse and Mental Health Services Administration (SAMHSA)/ Center for Substance Abuse Treatment (CSAT)			
Will County provide grants funds to a subrecipient?			Yes: ☐	No: ☒
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: ☐	No: ☒
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	0	0	**0**	0	$0
Operating:	$195,849	0	**0**	0	$195,849
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	$3,917	0	**0**	0	$3,917
Total:	$199,766	$0	**0**	0	$199,766
FTEs:	0	0.00	**0**	0.00	0

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	☐		
County Attorney	☐		

Performance Measures	Projected FY 12 Measure	Progress To Date:				Projected FY 13 Measure
Applicable Depart. Measures		12/31/11	3/31/12	6/30/12	9/30/12	
Number of juveniles in substance abuse treatment	287	N/A	N/A	N/A	N/A	296
Number of SUS administered that indicated need for CASI	1245	N/A	N/A	N/A	N/A	1282
Number of CASI's administered	868	N/A	N/A	N/A	N/A	894
Number of Drug Court Screenings	85	N/A	N/A	N/A	N/A	90
Number of participants in Drug Court	75	N/A	N/A	N/A	N/A	80
Percentage of Drug Court participants mandated to the Texas Youth Commission	0	N/A	N/A	N/A	N/A	0
Measures For Grant						
Number of juveniles in substance abuse treatment	287	N/A	N/A	N/A	N/A	296
Outcome Impact Description	Increase the number of youth that have access to substance abuse treatment.					
Percentage of SUS administered that indicated need for CASI	50%	N/A	N/A	N/A	N/A	50%
Outcome Impact Description	Identify youth that are referred to the department that are in need of further assessments for treatment.					
Number of participants in Drug Court	75	N/A	N/A	N/A	N/A	80
Outcome Impact Description	Increase the number of drug court participants receiving substance abuse services in order to reduce recidivism, provide community protection and improved juvenile accountability.					

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of the year three contract of a potential four year grant with the Substance Abuse and Mental Health Services Administration (SAMSHA), Center for Substance Abuse Treatment (CSAT). Funding will allow the department to continue to enhance the capacity of the department's existing drug court to serve substance-abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program model. The Strategies in Practice Model has been used to implement and operate juvenile drug courts and the Reclaiming Futures Model has been effective in combining community system reforms, substance abuse treatment improvement, and community engagement to help youth break the cycle of drugs and crime.

Funds for this grant will provide resources for additional substance abuse treatment resources for youth served by the program and related training for program staff. The department has also received a related grant for a four year period from the Office of Juvenile Justice and Delinquency Prevention (OJJDP) for two FTE to support the program.

There is no cash match required for this grant.

PBO recommends approval of the request.

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

The purpose of this program is to enhance the capacity of existing drug courts to serve substance abusing juvenile offenders through the integration and implantation of the Juvenile Drug Court: Strategies in Practice, and the Reclaiming Futures program models. This is a four year project and future project dollars will be commensurate with the current amount. This project has been awarded and will begin its 3rd year on 9/30/12.

There are two funding streams under one umbrella of the Substance Abuse and Mental Health Services Administration (SAMHSA). In 2007, the Office of Juvenile Justice and Delinquency Prevention (OJJDP) entered into a partnership with SAMHSA, Center for Substance Abuse Treatment (CSAT) to implement the Juvenile Drug Court/Reclaiming Futures Program.

With the combined funds of CSAT and OJJDP, services to Juvenile Treatment Drug Court (JTDC) participants are increased in the Department's Day Enrichment Program and enhance it to effectively serve youth with co-occurring disorders while increasing capacity in community based programs.

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

This is a 4-year project, so at the moment, there is no long term commitment from the County for the CSAT portion of the budget in this SAMHSA grant application. However, in the 4th year of the grant Travis County will have the opportunity to invest in this program.

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

This is no match required for the SAMHSA/CSAT Treatment Drug Court (Required for the OJJDP funding piece).

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

A 2% indirect cost has been charged to this grant for a total of $3,917 in CSAT monies.

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

No. The Department intends to request subsequent year continuation funding for Drug Court through proposals submitted to the Federal and State Government, as well as private foundations. As previously presented to the court, the County will have the opportunity to consider investment in the Juvenile Treatment Drug Court.

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

N/A

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

The Drug Court Program will be able to increase the number of youth participating. The impact will be recognized in improved compliance to rules of probation, reductions in recidivism, and lower rates of referral to TJJD.

TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

ESTELA P. MEDINA
Chief Juvenile Probation Officer

ADMINISTRATIVE SERVICES
COURT SERVICES
DETENTION SERVICES
DOMESTIC RELATIONS OFFICE
PROBATION SERVICES
RESIDENTIAL SERVICES
SUBSTANCE ABUSE SERVICES

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Brett Cary for Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Program Coordinator

SUBJECT: Approval of Contract Award to Continue Juvenile Treatment Drug Court- Substance Abuse and Mental Health Services Administration (SAMHSA) and the Center for Substance Abuse Treatment (CSAT)

DATE: September 10, 2012

Juvenile Probation has received the Drug Court continuation award from the Substance Abuse and Mental Health Services Administration and the Center for Substance Abuse Treatment. The purpose of this program is to enhance the capacity of the existing drug court to serve substance abusing juvenile offenders through the integration and implementation of the Juvenile Drug Court: Strategies in Practice and the Reclaiming Futures program models. The grant totals $199,766 a year for years three and four.

We request that the item be placed on the **September 25th** Commissioner's Court agenda for their consideration and action. If you have any questions, please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Barbara Swift
Gail Penney-Chapmond
Kathy Smith
Sylvia Mendoza
Lisa Eichelberger
Michael Williams
Grant File

2515 South Congress Avenue Austin, Texas 78704 512/854-7000 Fax: (512) 854-7093

Notice of Award

Juvenile Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Issue Date: 07/05/2012

Grant Number: 5H79TI020920-03

Program Director:
Estela Medina

Project Title: Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County County Judge P.O. Box 1748 Austin, TX 78767

Budget Period: 09/30/2012 – 09/29/2013
Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $199,766 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

Christine L Chen
Grants Management Officer
Division of Grants Management

See additional information below

2012 JUL 20 AM 10:15

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SECTION I – AWARD DATA – 5H79TI020920-03

Award Calculation (U.S. Dollars)

Fringe Benefits	$6,962
Personnel Costs (Subtotal)	$6,962
Supplies	$22,892
Consortium/Contractual Cost	$158,995
Other	$7,000
Direct Cost	$195,849
Indirect Cost	$3,917
Approved Budget	$199,766
Federal Share	$199,766
Cumulative Prior Awards for this Budget Period	$0
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$199,766

SUMMARY TOTALS FOR ALL YEARS	
YR	**AMOUNT**
3	$199,766
4	$199,970

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1746000192A3
Document Number:	10TI20920A
Fiscal Year:	2012

IC	CAN	Amount
TI	C96T511	$199,766

TI Administrative Data:
PCC: JDRUG-CR / OC: 4145

SECTION II – PAYMENT/HOTLINE INFORMATION – 5H79TI020920-03

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

SECTION III – TERMS AND CONDITIONS – 5H79TI020920-03

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – TI Special Terms and Condition – 5H79TI020920-03

REMARKS:

1) This award action issued on the date of this letter is not subject to the FFATA subaward and executive compensation reporting requirement.

2) This award reflects acceptance of the attestation signed and dated on January 26, 2012 by the authorized representative that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.

3) Please note the Contact name has changed for the Grants Management Specialist.

SPECIAL CONDITION OF AWARD:

NONE

SPECIAL TERM OF AWARD:

Grant funds appropriated to SAMHSA/CSAT for drug treatment courts must be used to serve people diagnosed with a substance use disorder as their primary condition.

STANDARD TERMS OF AWARD:

1) Grantees must adhere to all applicable requirements of the Fiscal Year 2012 Consolidated Appropriations Act provisions in PL 112-74 for the Department of Labor, Health and Human Services, and Education and the Department of Interior and Related Agencies and from the Consolidated and Further Continuing Appropriations Act, Fiscal Year 2012, Public Law 112-55 for the United States Department of Agriculture, and Related Agencies on the SAMHSA website at http://www.samhsa.gov/Grants/management.aspx and reference #4 under Important Reminders.

2) The Department of Health and Human Services' (HHS), Office of General Counsel (OGC) has provided guidance on how the lobbying restrictions in the Fiscal Year 2012 Consolidated Appropriations Act (CAA, 2012) will affect HHS programs. Section 503 of the Labor, HHS, and Education Appropriation Act (Division F of the CAA, 2012) is the most comprehensive provision focused on lobbying restrictions. Recent changes to this section may have implications for SAMHSA and its grantees. Using the language provided by OGC, this provides specific guidance on: agency actions; grantee lobbying; tax increases and other restrictions on legal consumer products; and clarification of Internal Revenue Code provisions.

SEC. 503. - Agency Actions

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the

executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

Section 503(b) - Grantee and Contractor Lobbying

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

3) For FY 2012, the Consolidated Appropriations Act, 2012 (Public Law 112-74) signed into law on December 23, 2011, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is $179,700 annually.

4) The recipient is required to notify the GMO in writing if the Project Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

The request for approval of a substitute PD/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support (if applicable), and any budget changes resulting from the proposed change. If the arrangements proposed by the recipient, including the qualifications of any proposed replacement, are not acceptable to SAMHSA, the grant may be suspended or terminated. If the recipient wants to terminate the project because it cannot make suitable alternate arrangements, it must notify the GMO, in writing, of its wish to terminate, and the GMO will forward closeout instructions.

Key staff (or key staff positions, if staff has not been selected) are listed below:

Estela Medina, Project Director @ 5% level of effort

REPORTING REQUIREMENTS:

1) Federal Financial Report (FFR), (Standard Form 425) is required on an annual basis and must be submitted for each budget period as stated on the attached report due date(s) schedule after the close of the 12 month budget period. The FFR is required for each 12 month period, regardless of the overall length of the approved extension period authorized by SAMHSA. In addition, a final FFR is due within 90 days after the end of the extension. NOTE: SINGLE GRANT REPORTING IS REQUIRED FOR EACH SAMHSA PROJECT AS STATED ON THE FFR (#10 d-o). Do not include any amount in Line 10f that has been reported in Line 10e. If applicable, include the required match on this form under Recipient Share (#10 i-k) and Program Income (l-o) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match. The FFR must be prepared on a cumulative basis and all program income must be reported. THE STATUS OF ANY FEDERAL SHARE OF UNLIQUIDATED OBLIGATIONS FOR EACH 12 MONTH BUDGET PERIOD MUST BE EXPLAINED IN THE REMARKS SECTION (#12). IN ADDITION, YOUR INTENTION TO CARRYOVER THE UNOBLIGATED BALANCE OF FUNDS UP TO 25% OF THE CURRENT FEDERAL SHARE BY DOLLAR AMOUNT MUST BE STATED IN THE REMARKS SECTION. SUBSEQUENT FFRS MUST REFLECT THE ACTUAL CARRYOVER AMOUNT. If possible, disbursements reported on the FFR should equal/or agree with the

top portion of the FFR (#10 a-c). The FFR may be accessed from the following website at http://www.whitehouse.gov/omb/grants_forms including instructions. The data can be entered directly on the form and the system will calculate the figures, then it can be printed and mailed to this office.

2) Submission of a Programmatic Semi-annual Report is due no later than the dates as follows:

1st Report - April 30, 2013
2nd Report -October 31, 2013

Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

All responses to special terms and conditions of award and postaward requests must be mailed to the Division of Grants Management, Office of Financial Resources (OFR), SAMHSA below:

For Regular Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20857

For Overnight or Direct Delivery:
Division of Grants Management, OFR, SAMHSA
1 Choke Cherry Road, Room 7-1091
Rockville, MD 20850

CONTACTS:

Holly Rogers, Program Official
Phone: (240) 276-2916 **Email**: holly.rogers@samhsa.hhs.gov **Fax**: (240) 276-2970

Eileen Bermudez, Grants Specialist
Phone: (240) 276-1412 **Email**: eileen.bermudez@samhsa.hhs.gov **Fax**: (240) 276-1430

Notice of Award

Juvenile Drug Courts
Department of Health and Human Services
Substance Abuse and Mental Health Services Administration
Center for Substance Abuse Treatment

Issue Date: 09/14/2012

Grant Number: 5H79TI020920-03 REVISED

Program Director:
Estela Medina

Project Title: Travis County Juvenile Treatment Drug Court

Grantee Address	Business Address
COUNTY OF TRAVIS County Judge 2515 South Congress Avenue Austin, TX 78704	Travis County County Judge P.O. Box 1748 Austin, TX 78767

Budget Period: 09/30/2012 – 09/29/2013
Project Period: 09/30/2010 – 09/29/2014

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby revises this award (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to COUNTY OF TRAVIS in support of the above referenced project. This award is pursuant to the authority of Sections 501 (d) (18) and 509 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,

For Eileen Bermudez
Grants Management Officer
Division of Grants Management

See additional information below

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SECTION I – AWARD DATA – 5H79TI020920-03 REVISED

Award Calculation (U.S. Dollars)

Supplies	$22,892
Consortium/Contractual Cost	$158,995
Travel Costs	$6,962
Other	$7,000
Direct Cost	$195,849
Indirect Cost	$3,917
Approved Budget	$199,766
Federal Share	$199,766
Cumulative Prior Awards for this Budget Period	$199,766
AMOUNT OF THIS ACTION (FEDERAL SHARE)	$0

SUMMARY TOTALS FOR ALL YEARS	
YR	AMOUNT
3	$199,766
4	$199,970

* Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

Fiscal Information:

CFDA Number:	93.243
EIN:	1746000192A3
Document Number:	10TI20920A
Fiscal Year:	2012

IC	CAN	Amount
TI	C96T511	$199,766

TI Administrative Data:
PCC: JDRUG-CR / OC: 4145

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SECTION III – TERMS AND CONDITIONS – 5H79TI020920-03 REVISED

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a. The grant program legislation and program regulation cited in this Notice of Award.

b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 74 or 45 CFR Part 92 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

Treatment of Program Income:
Additional Costs

SECTION IV – TI Special Terms and Condition – 5H79TI020920-03 REVISED

REMARKS:

This award is revised to correct an administrative error from the 03 year Notice of Award. The amount of $6,962.00 was inadvertently allocated under the Fringe Benefits category and is now being allocated under the Travel category.

ALL PREVIOUS TERMS AND CONDITIONS REMAIN IN EFFECT UNTIL SPECIFICALLY APPROVED AND REMOVED BY THE GRANTS MANAGEMENT OFFICER

CONTACTS:

Holly Rogers, Program Official
Phone: (240) 276-2916 **Email**: holly.rogers@samhsa.hhs.gov **Fax**: (240) 276-2970

Eileen Bermudez, Grants Specialist
Phone: (240) 276-1412 **Email**: eileen.bermudez@samhsa.hhs.gov **Fax**: (240) 276-1430

(FFR -SF425), Annual Report Due Date(s)

If the budget periods ends in the month of:	*Then 90 days after that falls in the month of*	*And the annual report is due on (consistent with the FFR cash reporting due dates in PMS)*
January	April	April 30
February	May	July 30
March	June	July 30
April	July	July 30
May	August	October 30
June	September	October 30
July	October	October 30
August	November	January 30
September	December	January 30
October	January	January 30
November	February	April 30
December	March	April 30

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☐	Permission to Continue: ☒ Status Report: ☐
Check One:	Original: ☐	Amendment: ☒
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw, Contract Compliance Specialist	
Phone Number:	854-4277	

Grant Title:	Parenting in Recovery (PIR)			
Grant Period:	From:	9/30/12	To:	9/29/13
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	U.S. Dept. of Health and Human Services, Administration for Children and Families			
Will County provide grants funds to a subrecipient?	Yes: ☒	No: ☐		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: ☐	No: ☒		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:			40,247		40,247
Operating:	120,483		**0**		120,483
Capital Equipment:	0		**0**		$0
Indirect Costs:	0		**0**		$0
Total:	120,483		40,247		160,730
FTEs:	0		.54		.54

(**Grant Funds:** TCHHSVS has applied for a one-year no cost extension from the U.S Dept. of Health and Human Services to allow the Parenting in Recovery project to use an estimated $120,483 in unspent FY'12 grant funds in FY'13. FY'12 is the fifth and final year of the grant. The $120,483 will be used to facilitate the completion of allocated substance abuse treatment and wraparound supports for PIR participants as well as program evaluation and closeout.)

(**County Contribution:** The $40,247 will come from a portion (approx. 54%) of the PIR Project Director's salary and benefits.)

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

Use of General Fund Operating Budget for Grant Operating Expenditures		
FROM: Cost Center: 1580190001 Account: 511300	TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 ($ 712) 511300 ($1,000)	$1,712 (Funding for one day of services – 9/30/12 – in FY'12)
FROM: Cost Center: 1580500001 Account: 511310	TO: Grant Number: 800079 I/O Number: 100148 Cost Center: 1580190001 Accounts: 511124 ($ 8,224) 511300 ($76,694) 511890 ($ 8,000)	$92,918 (Funding for 3 months of services – Oct., Nov., Dec. – in FY'13)

Department	Review	Staff Initials	Comments
County Auditor	☒	JC	
County Attorney	☐		

Performance Measures	Projected FY 13	Progress To Date:				*Projected FY 14
Applicable Depart. Measures	Measure	12/31/12	3/31/13	6/30/13	9/30/13	Measure
Number of clients receiving substance treatment services	250					NA
Number of families involved with child welfare completing service plan goals	90					NA
Number of new children entering care	275					NA
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.					

***The one-year no cost extension for the Parenting in Recovery project would extend through 9/29/13 but would not include FY'14. That is why there is not a projected measure for that fiscal year.**

PBO Recommendation:

HHS has received confirmation from the grantor that this no-cost extension is approved but the contract extension has not been received yet. Because this request meets the budget rules for Permissions to Continue and permission to use general fund resources until the grant contract is executed, 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 Parenting in Recovery (PIR) 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.

TCHHSVS has submitted an application for a one-year no cost extension to the U.S. Department of Health and Human Services (USDHHS) to allow the PIR project to complete services to clients enrolled near the end of year five as well as pay for program evaluation and closeout services. TCHHSVS expects to hear whether or not this application is approved by 9/28/12. This request for permission to use General Fund money would cover the last day of operations in FY'12 as well as the first three months of FY'13. PIR has a 58% success rate which is above the national average of 50%. The high success rate of PIR gives it an extremely good chance of

receiving the one-year extension. USDHHS has approved all of the previous requests by TCHHSVS to carry over funds from one fiscal year to next.

If the one-year extension is not approved, a separate request submitted to USDHHS for a two-year extension at $500,000 per year might be. If neither request is approved, TCHHSVS plans to pursue utilizing the $74,065 for the PIR Project Director's salary and benefits as well as $285,000 for substance abuse treatment and recovery supports recommended by the Travis County Planning and Budget Office to be taken from Allocated Reserves in the FY'13 budget to sustain the project.

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

If the one-year no cost extension is approved, then TCHHSVS is responsible for providing the $40,247 match. As stated in the answer to question #1, there is an extremely good chance of the extension being approved. If the extension is not approved, then TCHHSVS would use up to $94,630 in General Fund money to close out the PIR project.

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

A match of $40,247 is required if the one-year extension is approved. This will come from a portion of the Project Director's salary and benefits. (PBO has recommended the salary and benefits for this position be earmarked on allocated reserve for FY'13.)

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

The extension will allow TCHHSVS to use unspent FY'12 grant funds in FY'13. There were no indirect costs included in the FY'12 funds.

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

No. Grant partners will identify the funding for treatment and flexible services potentially through increased City/County funding to the existing ATCIC SAMSO and SOC contracts to serve this population. TCHHSVS has submitted a budget request for FY'13 to support the continued substance abuse treatment and recovery supports along with the project director position. Additional funding for substance abuse treatment will come from State and Medicaid resources for eligible clients. The PIR grant requires the grant partners to develop a viable sustainability plan. The chart below illustrates the current aspects of the project sustained by the community partners.

Partner	**Contribution**
DFPS (Child Protective Services)	Dedicated CPS Unit: 1 Supervisor, 3 Investigators, 2 Caseworkers
District Attorney Office	Dedicated Assistant District Attorney

District Court	Dedicated Associate Judge, Courtroom space and staff
District Court	Funding for attorneys to represent PIR parents
Austin Recovery	Dedicated staff member to support PIR participants
TCHHSVS	Project Director - $74,065 in salary and benefits
TCHHSVS	$285,000 in funding for substance abuse treatment and recovery supports

In addition to these dedicated resources, PIR has developed working agreements with several community providers such as Lone Star Circle of Care, Manos de Cristo, and MedSavers. These agreements facilitate both the prioritization and a cost reduction for PIR participants. The collaboration that supports PIR defined their roles and responsibilities through a signed charter and the establishment of operations and advisory committees.

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

N/A

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

This program is in line with the services currently offered by the Office of Children Services within TCHHSVS. The relevant departmental performance measures are included in this summary.

Item 10

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $1,255,762.81, for the period of September 7 to September 13, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits 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 $1,255,762.81.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $1,255,762.81

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Diane Blankenship, 854-9170
Jessica Rio, 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:	September 25, 2012
TO:	Members of the Travis County Commissioners Court
FROM:	John Rabb, Benefits 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:	September 7, 2012 to September 13, 2012
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$1,255,762.81
HRMD RECOMMENDATION:	The Director or Benefits 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 $1,255,762.81

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

SEPTEMBER 7, 2012 TO SEPTEMBER 13, 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:	September 25, 2012
TO:	Susan Spataro, County Auditor
FROM:	Norman McRee, HR Financial Analyst
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: September 7, 2012
TO: September 13, 2012

REIMBURSEMENT REQUESTED: $ 1,255,762.81

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	1,845,056.09
bank withdrawal correction	$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: September 18, 2012	$	(603,445.04)
October 5, 2010 adj	$	135.10
Adjust to balance per UHC	$	(0.13)
AJE Correction - Vision Payment 6/1/2012	$	16,866.79
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**1,255,762.81**
PAYMENTS DEEMED NOT REIMBURSABLE	$	-
TRANSFER OF FUNDS REQUESTED:	**$**	**1,255,762.81**

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

All claims over $25,000 (3 this week totaling $89,016.78) 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 ($177,317.08) 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. Claims that have exceeded the limit will be reimbursed by Sun Life effective November 1, 2011. Cumulative fiscal year stop loss reimbursements from Sun Life total $211,782.51.

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.

for Diane Marcus 9-17-2012 (Director is out of town)
Diane Poirot, Director, HRMD Date

9/17/12
John Rabb, Benefits Manager Date

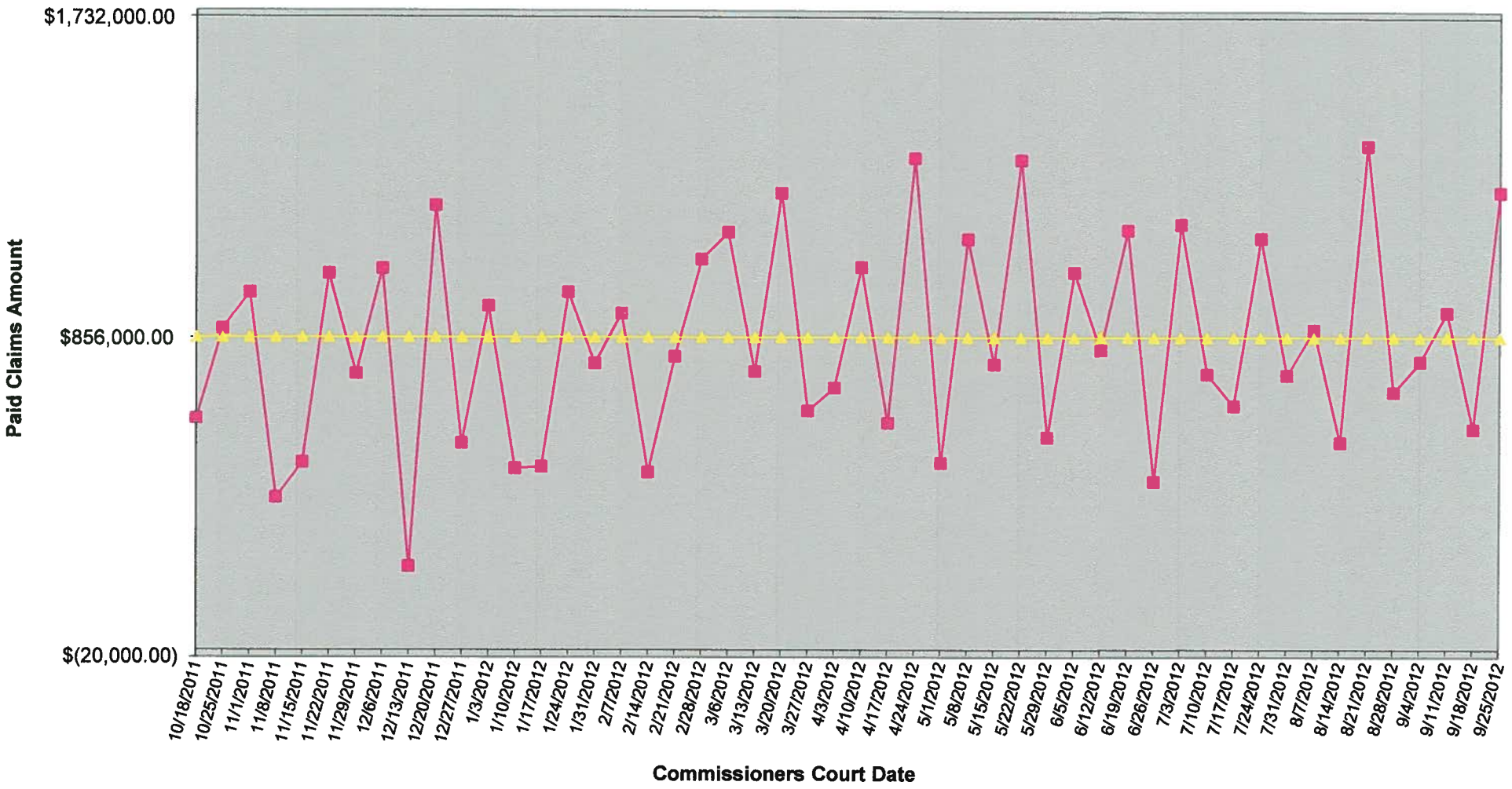
not available
Cindy Purinton, Benefit Contract Administrator Date

Norman D McRee 9/14/12
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.

Updated 9/20/12, 4:00 p.m.

Travis County Employee Benefit Plan
FY12 Paid Claims vs Weekly Claims Budget of $856,615.23



2

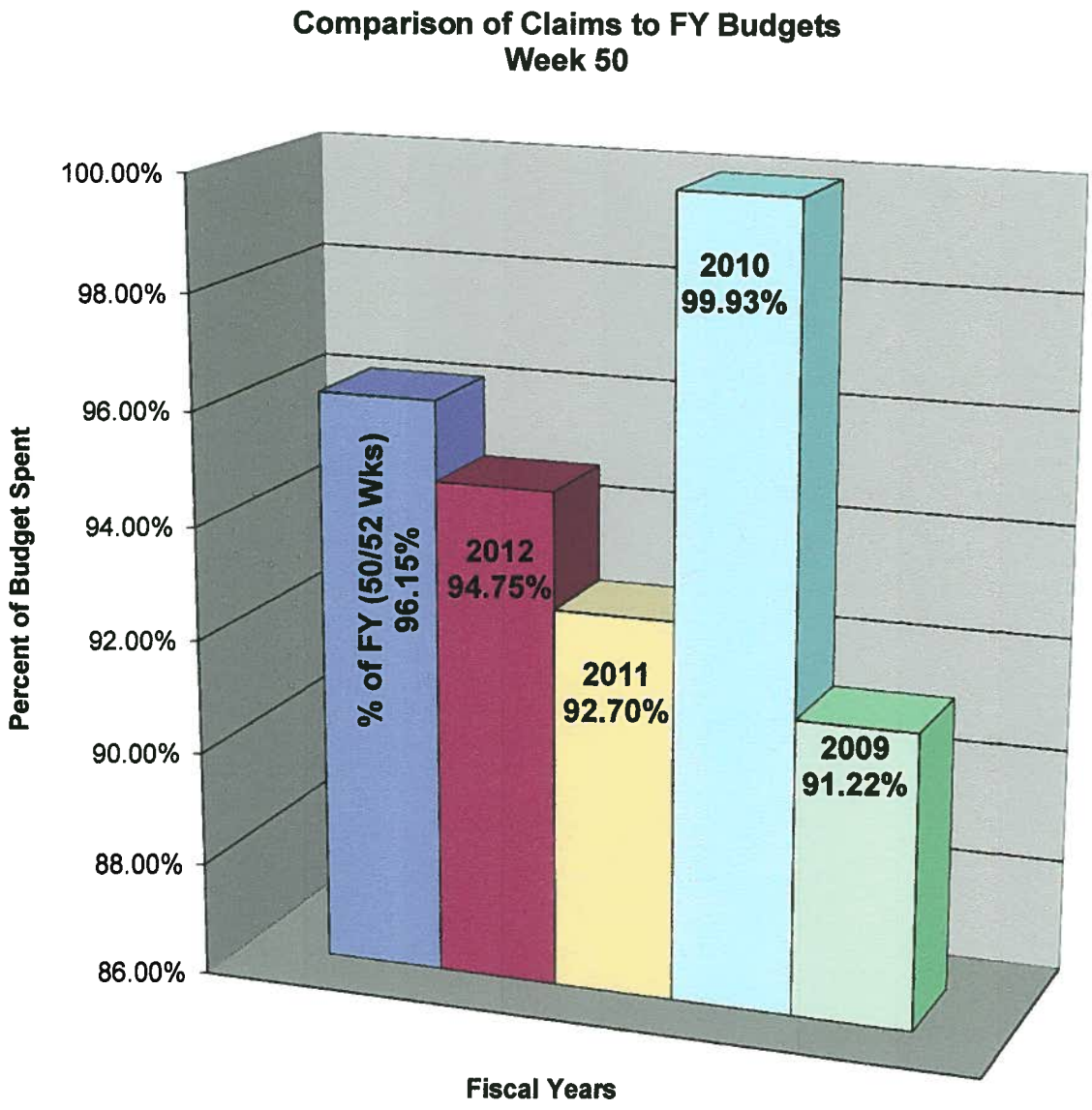
Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2012 % of Budget Spent	FY 2011 % of Budget Spent
1	9/30/2011	10/6/2011	10/18/2011	$ 633,677.95	$ 856,615.23	2	$ 84,383.56	1.42%	1.14%
2	10/7/2011	10/13/2011	10/25/2011	$ 882,462.44	$ 856,615.23	1	$ 34,434.26	3.40%	3.65%
3	10/14/2011	10/20/2011	11/1/2011	$ 978,780.20	$ 856,615.23	1	$ 85,633.00	5.60%	4.76%
4	10/21/2011	10/27/2011	11/8/2011	$ 417,495.82	$ 856,615.23	0	$ -	6.54%	7.22%
5	10/28/2011	11/3/2011	11/15/2011	$ 513,031.56	$ 856,615.23	1	$ 25,354.52	7.69%	8.28%
6	11/4/2011	11/10/2011	11/22/2011	$ 1,031,570.27	$ 856,615.23	0	$ -	10.01%	10.69%
7	11/11/2011	11/17/2011	11/29/2011	$ 757,171.26	$ 856,615.23	2	$ 166,108.32	11.71%	12.20%
8	11/18/2011	11/24/2011	12/6/2011	$ 1,045,944.29	$ 856,615.23	1	$ 29,029.81	14.05%	14.23%
9	11/25/2011	12/1/2011	12/13/2011	$ 229,111.51	$ 856,615.23	0	$ -	14.57%	15.77%
10	12/2/2011	12/8/2011	12/20/2011	$ 1,217,952.91	$ 856,615.23	4	$ 166,327.24	17.30%	17.99%
11	12/9/2011	12/15/2011	12/27/2011	$ 565,509.10	$ 856,615.23	1	$ 30,240.78	18.57%	19.10%
12	12/16/2011	12/22/2011	1/3/2012	$ 942,710.54	$ 856,615.23	0	$ -	20.69%	21.81%
13	12/23/2011	12/29/2011	1/10/2012	$ 497,081.54	$ 856,615.23	3	$ 90,452.62	21.80%	22.62%
14	12/30/2011	1/5/2012	1/17/2012	$ 501,307.66	$ 856,615.23	1	$ 33,103.70	22.93%	24.21%
15	1/6/2012	1/12/2012	1/24/2012	$ 980,234.49	$ 856,615.23	0	$ -	25.13%	25.75%
16	1/13/2012	1/19/2012	1/31/2012	$ 784,679.34	$ 856,615.23	5	$ 247,915.57	26.89%	28.64%
17	1/20/2012	1/26/2012	2/7/2012	$ 923,174.33	$ 856,615.23	1	$ 43,848.52	28.96%	29.97%
18	1/27/2012	2/2/2012	2/14/2012	$ 485,429.02	$ 856,615.23	0	$ -	30.05%	32.22%
19	2/3/2012	2/9/2012	2/21/2012	$ 804,332.61	$ 856,615.23	5	$ 239,340.91	31.86%	33.66%
20	2/10/2012	2/16/2012	2/28/2012	$ 1,070,701.34	$ 856,615.23	1	$ 112,390.12	34.26%	35.74%
21	2/17/2012	2/23/2012	3/6/2012	$ 1,144,590.00	$ 856,615.23	3	$ 269,470.27	36.83%	37.01%
22	2/24/2012	3/1/2012	3/13/2012	$ 763,227.16	$ 856,615.23	2	$ 152,289.82	38.55%	39.34%
23	3/2/2012	3/8/2012	3/20/2012	$ 1,251,959.32	$ 856,615.23	4	$ 222,757.96	41.36%	41.06%
24	3/9/2012	3/15/2012	3/27/2012	$ 654,180.98	$ 856,615.23	1	$ 27,512.35	42.83%	43.45%
25	3/16/2012	3/22/2012	4/3/2012	$ 718,070.63	$ 856,615.23	4	$ 147,348.72	44.44%	45.18%
26	3/23/2012	3/29/2012	4/10/2012	$ 1,049,553.56	$ 856,615.23	2	$ 65,033.32	46.79%	47.71%
27	3/30/2012	4/5/2012	4/17/2012	$ 620,075.83	$ 856,615.23	1	$ 52,789.64	48.19%	49.31%
28	4/6/2012	4/12/2012	4/24/2012	$ 1,347,518.33	$ 856,615.23	4	$ 251,686.20	51.21%	52.13%
29	4/13/2012	4/19/2012	5/1/2012	$ 512,438.99	$ 856,615.23	1	$ 28,723.77	52.36%	53.14%
30	4/20/2012	4/26/2012	5/8/2012	$ 1,126,915.90	$ 856,615.23	2	$ 93,065.85	54.89%	55.40%
31	4/27/2012	5/3/2012	5/15/2012	$ 782,524.92	$ 856,615.23	4	$ 272,823.44	56.65%	56.70%
32	5/4/2012	5/10/2012	5/22/2012	$ 1,343,226.16	$ 856,615.23	4	$ 169,781.89	59.66%	59.04%
33	5/11/2012	5/17/2012	5/29/2012	$ 581,500.19	$ 856,615.23	1	$ 30,230.00	60.97%	60.53%
34	5/18/2012	5/24/2012	6/5/2012	$ 1,036,119.69	$ 856,615.23	1	$ 25,818.58	63.30%	62.68%
35	5/25/2012	5/31/2012	6/12/2012	$ 821,261.32	$ 856,615.23	3	$ 278,532.72	65.14%	63.69%
36	6/1/2012	6/7/2012	6/19/2012	$ 1,150,995.87	$ 856,615.23	2	$ 113,030.61	67.72%	66.11%
37	6/8/2012	6/14/2012	6/26/2012	$ 461,241.76	$ 856,615.23	0	$ -	68.76%	67.17%
38	6/15/2012	6/21/2012	7/3/2012	$ 1,166,906.80	$ 856,615.23	3	$ 179,252.35	71.38%	70.70%
39	6/22/2012	6/28/2012	7/10/2012	$ 755,828.07	$ 856,615.23	5	$ 168,237.16	73.07%	71.07%
40	6/29/2012	7/5/2012	7/17/2012	$ 668,392.54	$ 856,615.23	2	$ 95,790.71	74.58%	73.00%
41	7/6/2012	7/12/2012	7/24/2012	$ 1,129,219.55	$ 856,615.23	4	$ 171,162.10	77.11%	74.74%
42	7/13/2012	7/19/2012	7/31/2012	$ 752,022.01	$ 856,615.23	3	$ 752,022.01	78.80%	76.85%
43	7/20/2012	7/26/2012	8/7/2012	$ 877,981.66	$ 856,615.23	0	$ -	80.77%	78.15%
44	7/27/2012	8/2/2012	8/14/2012	$ 566,966.63	$ 856,615.23	1	$ 37,162.68	82.04%	81.31%
45	8/3/2012	8/9/2012	8/21/2012	$ 1,381,884.98	$ 856,615.23	3	$ 327,999.47	85.14%	82.68%
46	8/10/2012	8/16/2012	8/28/2012	$ 705,900.25	$ 856,615.23	3	$ 129,874.51	86.73%	85.37%
47	8/17/2012	8/23/2012	9/4/2012	$ 789,438.05	$ 856,615.23	0	$ -	88.50%	86.80%
48	8/24/2012	8/30/2012	9/11/2012	$ 925,761.12	$ 856,615.23	2	$ 275,549.48	90.58%	89.21%
49	8/31/2012	9/6/2012	9/18/2012	$ 603,445.04	$ 856,615.23	2	$ 99,679.65	91.93%	90.40%
50	9/7/2012	9/13/2012	9/25/2012	$ 1,255,762.81	$ 856,615.23	3	$ 89,016.78	94.75%	92.70%

Paid & Budgeted Claims to Date	$ 42,207,268.30	$ 42,830,761.54
Paid Claims less Total Weekly Budget		$ (623,493.24)

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Updated 9/20/12, 4:00 p.m.



4

Norman McRee

From: SIFSFAX@UHC.COM
Sent: Friday, September 14, 2012 12:47 AM
To: Norman McRee
Subject: UHG FUNDING NOTIFICATION

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-09-14 REQUEST AMOUNT: $1,845,056.09

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

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2012-09-13		$904,619.58
- REQUIRED BALANCE TO BE MAINTAINED:		$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00	
= UNDER DEPOSIT:	$1,763,421.42	
+ CURRENT DAY NET CHARGE:	$81,634.67	
+ FUNDING ADJUSTMENTS:	$00.00	
REQUEST AMOUNT:	$1,845,056.09	

ACTIVITY FOR WORK DAY: 2012-09-07

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$40,724.75	$00.00	$40,724.75
TOTAL:	$40,724.75	$00.00	$40,724.75

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_09_13

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	-203.68	A1	11192	AH	7	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-203.7	A1	25360	AA	6	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-203.71	A1	42331	AH	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-206.25	A1	37814	AH	8	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-216.83	A1	91674	AE	8	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-221.41	A1	22584	AH	3	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-227.38	A1	52935	AH	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-231.91	A1	96020	AA	6	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-244.95	A1	11191	AH	9	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-282.67	A1	7854	AH	9	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-284.45	A1	75271	AH	2	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-290.18	A1	43474	AH	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-290.18	A1	96016	AA	3	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-295.25	A1	75276	AE	15	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-381.93	A1	75182	AA	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-423.57	A1	55281	AH	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-442.86	A1	85333	AA	1	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-524.81	A1	77472	AE	8	9/4/2012	200	9/11/2012	9/13/2012
701254	632	-567.51	A1	102876	AH	8	9/4/2012	200	9/11/2012	9/13/2012
		1,255,762.81								

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 09/13/2012

CONTR_#	*TRANS_AMT*	*SRS*	*CHK_#*	*GRP*	*CLAIM ACCT#*	*ISS_DATE*	*TRANS CODE*	*TRANS_DATE*

Total: $0.00

Travis County - Employee Health Benefits Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 9/13/2012

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	$ 180,387.19	
	RR	1110068956	516110	$ 30,138.23	
			Total CEPO		$ 210,525.42
EPO	EE	1110068956	516030	$ 330,575.74	
	RR	1110068956	516130	$ 39,458.19	
			Total EPO		$ 370,033.93
PPO	EE	1110068956	516020	$ 609,782.03	
	RR	1110068956	516120	$ 65,421.43	
			Total PPO		$ 675,203.46
			Grand Total		$ 1,255,762.81

Item 11

Travis County Commissioners Court Agenda Request

Meeting Date: 9/25/2012
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on the following items for Human Resources Management Department:

A. Proposed routine personnel amendments; and

B. Non-routine request from Sheriff's Office for a variance to Travis County Code § 10.03002, General Overview for Determining Pay Policy.

C. Non-routine request from Transportation and Natural Resources, consider and approve revised seven job descriptions and one new job description.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 3 – 7, 9 -12

FY 13 Temporary Slot Extensions – Pages 9 - 11.
Approval requested to **extend** temporary slot end dates effective October 1, 2012. HRMD has reviewed appropriate documentation; PBO has confirmed FY 13 funding.
* Temporary employees "02" (less than 6 months).
* Project workers "05" (more than 6 months, includes Retirement Benefits).

FY 13 Temporary Slot Conversions – Page 12.
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 13 funding.

B. Non-Routine Personnel Action – Pages 8, 13 - 15.

Sheriff's Office requests approval for a salary adjustment that exceeds 10% above midpoint – Travis County Code § 10.03002, Slot 104, Licensed Vocational Nurse, PG 15. HRMD has reviewed supporting documentation and recommends approval; PBO has confirmed sufficient funds.

C. Non-Routine Personnel Action – Pages 8, 16 - 66.

Transportation and Natural Resources requests approval for the revision of seven job descriptions and creation of one job description. HRMD has reviewed supporting documentation and concurs with this request.

If you have any questions or comments, please contact Diane Poirot 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 Poirot, Human Resources Management Department, 854-9170
Leslie Browder, Planning and Budget Office, 854-9106
Cheryl Aker, County Judge's Office, 854-9555

Updated 9/20/12, 4:00 p.m.

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

September 25, 2012

ITEM # :

DATE: September 14, 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 LB

FROM: Diane Poirot, Director, HRMD TLO for DP

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

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LB/DP/TLO

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE

NEW HIRES

Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
County Atty	11	Attorney VII	30 / $101,000.00	30 / $101,000.00
County Atty	159	Investigator Part-time	67 / Step 5 / $38,037.48•	67 / Step 5 / $38,037.48•
District Atty	259	Attorney II**	23 / Minimum / $59,466.58	23 / Minimum / $59,466.58
Sheriff	198	Cadet	80 / Step 1 / $38,919.50•	80 / Step 1 / $38,919.50•
Sheriff	1099	Cadet**	80 / Step 1 / $38,919.50•	80 / Step 1 / $38,919.50•
Sheriff	1131	Cadet**	80 / Step 1 / $38,919.50•	80 / Step 1 / $38,919.50•
Sheriff	1136	Cadet**	80 / Step 1 / $38,919.50•	80 / Step 1 / $38,919.50•
Sheriff	1864	Cadet**	80 / Step 1 / $38,919.50•	80 / Step 1 / $38,919.50•

* Temporary to Regular ** Actual vs Authorized • FY 13 Peace Officer Pay Scale

TEMPORARY APPOINTMENTS

Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Constable 1	20001	ACC Intern	98 / $12.00	98 / $12.00	02
HRMD	20022	ACC Intern	98 / $12.00	98 / $12.00	02
JP Pct 1	20008	ACC Intern	98 / $12.00	98 / $12.00	02
Probate Court	50005	Attorney I	22 / $28.43	22 / $28.43	05

**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
Constable 2	45	Deputy Constable* / Grd 61	Deputy Constable Sr / Grd 62	$44,291.10	$47,480.16	Career Ladder. Peace Officer Pay Scale (POPS).

* Actual vs Authorized

CAREER LADDERS – POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Sheriff	524	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	$39,706.37	$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	990	Cadet* / Grd 80	Corrections Ofcr / Grd 81	$34,594.77	$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – NON-POPS						
Dept.	**Slot**	**Current Position Title/Grade**	**New Position Title/Grade**	**Current Annual Salary**	**Proposed Annual Salary**	**Comments Current HRMD Practice**
Pretrial Services	64	Pretrial Ofcr II / Grd 17	Pretrial Ofcr II / Grd 17	$41,034.24	$43,085.95	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
County Atty	Slot 165 / Legal Secretary / Grd 15 / $38,750.40	**County Atty**	Slot 130 / Paralegal / Grd 18 / $44,562.96	Promotion. Pay is between min and midpoint of pay grade.
County Clerk	Slot 139 / Customer Support Analyst I / Grd 20 / $49,995.50	**County Clerk**	Slot 99 / Business Analyst II / Grd 24 / $65,540.80	Promotion. Pay is between min and midpoint of pay grade.
CSCD	Slot 367** / Probation Ofcr II / Grd 16 / $33,764.43	**CSCD**	Slot 367** / Probation Ofcr II / Grd 16 / $34,815.04	Salary adjustment. Pay is below minimum of pay grade.
* Actual vs Authorized				** Authorized slot is green-circled.

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	**Slot – Position Title – Grade – Salary**	**Dept. (To)**	**Slot – Position Title – Grade – Salary**	**Comments**
District Atty	Slot 25 / Attorney VI / Grd 29 / $89,986.42	**District Atty**	Slot 142 / Attorney VI / Grd 29 / $89,986.42	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 142 / Attorney IV* / Grd 27 / $77,956.53	**District Atty**	Slot 25 / Attorney IV* / Grd 27 / $77,956.53	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 212 / Attorney VI / Grd 29 / $96,589.38	**District Atty**	Slot 229 / Attorney VI / Grd 29 / $96,589.38	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 229 / Attorney VI / Grd 29 / $91,409.97	**District Atty**	Slot 212 / Attorney VI / Grd 29 / $91,409.97	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 240 / Attorney VI / Grd 29 / Full-time $89,986.42	**District Atty**	Slot 238 / Attorney VI / Grd 29 / Part-time $44,993.21	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Status change from full-time to part-time (40 hrs to 20 hrs). Retains current rate of pay.
District Atty	Slot 259 / Attorney II* / Grd 23 / $59,466.58	**District Atty**	Slot 240 / Attorney II* / Grd 23 / $59,466.58	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 236 / Program Coord / Grd 18 / $47,991.01	**Juvenile Probation**	Slot 399 / Program Coord* / Grd 18 / $47,991.01	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 305 / Corrections Ofcr Sr / Grd 83 / $59,545.41	**Sheriff**	Slot 1498 / Corrections Ofcr Sr / Grd 83 / $59,545.41	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 441 / Corrections Ofcr Sr / Grd 83 / $43,159.58	**Sheriff**	Slot 572 / 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 572 / Corrections Ofcr Sr / Grd 83 / $45,382.90	**Sheriff**	Slot 441 / Corrections Ofcr Sr / Grd 83 / $45,382.90	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 1498 / Corrections Ofcr Sr / Grd 83 / $48,763.31	**Sheriff**	Slot 305 / 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.
TNR	Slot 206 / Equipment Operator Sr / Grd 13 / $39,208.63	**TNR**	Slot 479 / Equipment Operator / Grd 12 / $37,248.19	Voluntary job change. Pay is between midpoint and max of pay grade.
*** Actual vs Authorized**				

FY 13 BUDGET CLASSIFICATION CHANGES							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
TAX COLLECTOR	52	ACCOUNTING CLERK / 12044	NE	12	ACCOUNTANT / 17045	E	17
ITS	65	SYSTEMS ENGINEER III / 27832	E	27	SYSTEMS ARCHITECT I / 28833	E	28
ITS	123	SYSTEMS ENGINEER II / 25831	E	25	SYSTEMS ENGINEER III / 27832	E	27
ITS	128	SYSTEMS ENGINEER II / 25831	E	25	SYSTEMS ENGINEER III / 27832	E	27
ITS	135	BUSINESS ANALYST III / 26878	E	26	CUSTOMER SUPPORT MGR / 28854	E	28
ITS	115	WEBMASTER I / 22861	E	22	WEBMASTER II / 24862	E	24
RMCR	4	RECORDS ANALYST ASSOC / 15489	NE	15	RECORDS ANALYST / 17490	NE	17
PRETRIAL SERVICES	16	COURT SVCS MGMT ADMIN COORD / 18396	E	18	OFFICE MGR / 19708	E	19
PRETRIAL SERVICES	14	TRAINING EDUCATION COORD SR / 20573	E	20	PRETRIAL MGR / 21335	E	21

Departments submitted reclassification requests in FY 13 budget in order to meet departmental needs. PBO has confirmed funding available.

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – Salary Adjustment				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Sheriff	Slot 104 / Licensed Vocational Nurse / Grd 15 / $45,853.27	**Sheriff**	Slot 104 / Licensed Vocational Nurse / Grd 15 / $51,912.70	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

SECTION C. NON-ROUTINE JOB DESCRIPTIONS

NON-ROUTINE - Revised Job Descriptions		
Position Title / Position #	FLSA	Pay Grade
TNR Assistant Dir / 31317	E	31
Public Works Dir / 33256	E	33
Natural Rsrc and Env Quality Div Dir / 27309	E	27
Parks Div Dir / 29315	E	29

NON-ROUTINE - Revised Job Descriptions with Title Change					
Current			Proposed		
Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
Engineering Svcs Div Dir / 29254	E	29	Development Svcs and Long Range Planning Div Dir / 29XXX	E	29
Comprehensive Planning Mgr / 26592	E	26	Long Range Planning Mgr / 26XXX	E	26
Right of Way Program Mgr / 25518	E	25	Real Estate Division Mgr / 25XXX	E	25

NON-ROUTINE – New Job Description		
Position Title / Position #	FLSA	Pay Grade
Assistant Public Works Director / 29XXX	E	29

FY 13 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "02" STATUS		
Department	**Slot**	**Actual Position Title**
Co. Agricultural Ext Serv	20022	Education Instructional Spec
Co. Agricultural Ext Serv	20005	Volunteer Coord
Facilities Mgmt	20010, 20027, 20069, 20070, 20075, 20077	Custodian
Facilities Mgmt	20020, 20025, 20029, 20035, 20076	Groundskeeper
HHS	20075	Case Worker
HHS	20088	Planner
HHS	20028	Social Worker
TNR	20059, 20061, 20062, 20063, 20065, 20066, 20067, 20069, 20070, 20071, 20072, 20073, 20075, 20076, 20089, 20090, 20091, 20092, 20094, 20096, 20097, 20098, 20099, 20102	Park Tech I
TNR	20055	Park Tech II

THIS SECTION LEFT BLANK INTENTIONALLY.

FY 13 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS		
Department	**Slot**	**Actual Position Title**
Facilities Mgmt	50076, 50077, 50078, 50079, 50082, 50083	Building Operations Worker
Facilities Mgmt	50003, 50004, 50009, 50010, 50015, 50051, 50052, 50065, 50066, 50067, 50068, 50085	Building Security Guard
Facilities Mgmt	50053, 50054, 50055, 50056, 50057, 50058, 50059, 50060, 50061, 50062, 50063, 50064, 50081	Custodian
Facilities Mgmt	50070	Office Spec
HHS	50037, 50077	Accountant Assoc
HHS	50078	Administrative Assoc
HHS	50168, 50169, 50170	Carpenter
HHS	50080	Case Worker
HHS	50067	Interpreter Sign Language II
HHS	50019, 50021, 50024, 50059, 50060, 50069, 50231	Interpreter Sign Language III
HHS	50006, 50050, 50061, 50062, 50075, 50234, 50235, 50237, 50259, 50260, 50786	Interpreter Sign Language IV
HHS	50013, 50014, 50016, 50071, 50230, 50251, 50781	Interpreter Sign Language V
HHS	50011, 50012, 50025, 50063, 50064, 50240, 50241, 50250, 50252, 50777, 50778, 50779, 50780, 50782, 50784	Interpreter Sign Language VI
HHS	50031, 50049, 50082, 50120, 50185, 50229, 50244, 50262, 50264	Office Spec
Juvenile Probation	50325	Building Maint Worker
TNR	50118	GIS Spec

FY 13 TEMPORARY SLOT EXTENSIONS - TEMPORARY EMPLOYEES "05" - STATUS		
Department	**Slot**	**Actual Position Title**
TNR	50006, 50007, 50008, 50009, 50012, 50016, 50017, 50018, 50019, 50022, 50026, 50028, 50029, 50030, 50032, 50033, 50034, 50035, 50037, 50038, 50039, 50040, 50102, 50103, 50106, 50107	Park Tech I
TNR	50023, 50024, 50042, 50066, 50075, 50076, 50078, 50079, 50080, 50081, 50082, 50083, 50084, 50093, 50119, 50201	Park Tech II
TNR	50044, 50045, 50047, 50049, 50050, 50051, 50052, 50053, 50054, 50055, 50056, 50057, 50058, 50059, 50060, 50061, 50063, 50064, 50065, 50067, 50068, 50069, 50070, 50072, 50073, 50089, 50094, 50095, 50096, 50108, 50109, 50110, 50111, 50112, 50113, 50114, 50115, 50116, 50117, 50120, 50121, 50202	School Crossing Guard
Veterans Services	50005	Office Spec Sr

THIS SECTION LEFT BLANK INTENTIONALLY.

FY 13 TEMPORARY SLOT STATUS CODE CONVERSION FROM TEMPORARY EMPLOYEES "02" TO PROJECT WORKERS "05"		
Department	**Slot**	**Actual Position Title**
TNR	50100	Park Tech I
TNR	50204	Park Tech II

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

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: September 14, 2012

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhart, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning & Budget LB

FROM: Diane Poirot, Director, HRMD DLO for DP

SUBJECT: TCSO Non-Routine Salary Adjustments, Slot #104

HRMD requests Commissioners Court to discuss and consider the following action.

Travis County Sheriff's Office Request:

Travis County Sheriff's Office (TCSO) requests approval to increase the current salary of one Licensed Vocational Nurse in the amount of $6,059.53. The proposed salary adjustment would bring the employee to the range maximum. The salary adjustment would apply to the following slot:

Slot #	From	To
104	$45,853.17	$51,912.70

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The proposed salary increase places the employee greater than 10% above the midpoint of the pay grade. By policy, this makes the proposed salary action non-routine.

Recommendation

HRMD recommends approval of the proposed salary adjustment. TCSO's request facilitates internal equity among the Sheriff's Office LVNs and is consistent with the intent of the referenced policy. Planning and Budget Office (PBO) has confirmed funding. The action would be effective September 16, 2012.

Greg Hamilton, Travis County Sheriff

MEMORANDUM

2012 SEP 12 PM 12:10

Date: August 31, 2012

TO: Todd Osburn, Compensation Manager HRMD

FROM: Greg Hamilton, Sheriff

SUBJECT: Salary Adjustment Slot 104 TCSO Licensed Vocational Nurse

I have authorized a salary adjustment of 13.2 % effective September 15, 2012, for . Licensed Vocational Nurse. This salary adjustment is based on internal equity with other LVN's within the Sheriffs Office. current salary is 45,853.17 and new salary, on September 15, 2012, will be 51,912.70 for an increase of $6,059.00. Funding has been confirmed by PBO.

If there are any questions, or additional information needed, please do not hesitate to contact my office.

Human Resources Management Department

700 Lavaca, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-420

BACKUP MEMORANDUM

DATE: September 14, 2012

TO: Members of the Commissioners Court

VIA: Leslie Browder, County Executive, Planning & Budget Office

FROM: Diane Poirot, Director, Human Resources Management Dept.

SUBJECT: TNR Reorganization and Associated Job Description Changes

The Transportation and Natural Resources Department (TNR) has submitted a proposed reorganization of its management team in its FY 2013 budget. If approved in the final budget, the reorganization is scheduled to be effective on October 1, 2012.

Seven current job descriptions are affected by this reorganization and the department is proposing the creation of one new job title. **HRMD has reviewed the proposed changes and is seeking Commissioners Court approval of the proposed changes**.

The proposed job description changes can be organized into three groups: minor job description changes (4), title changes (3), and new jobs (1).

Minor Job Changes:

TNR has proposed minor job description changes for four titles. These titles are:

- TNR Assistant Director (PG 31);
- Parks Division Director (PG 29);
- Public Works Director (PG 33); and
- Natural Resources and Environmental Quality Division Director (PG 27).

These proposed changes are concerned primarily with reporting relationships and clarification of some duties and responsibilities. Pay grades, titles, and qualifications are not affected.

Title Changes:

TNR has proposed three title changes. These are:

- Right of Way Program Manager (PG 25) to Real Estate Division Manager (PG 25);
- Comprehensive Planning Manager (PG 26) to Long Range Planning Manager (PG 26); and

- Engineering Services Division Director (PG 29) to Development Services & Long Range Planning Division Director (PG 29).

The proposed changes for these jobs are more substantive and reflect changes to reporting relationships, supervisory responsibilities, duties and responsibilities, some qualifications, and organizational placement. Although no pay grade changes are scheduled at this time, HRMD is recommending that new position numbers be created for these jobs.

New Job:

TNR has proposed the creation of one new job title. This title is:

- Assistant Public Works Director (PG 29)

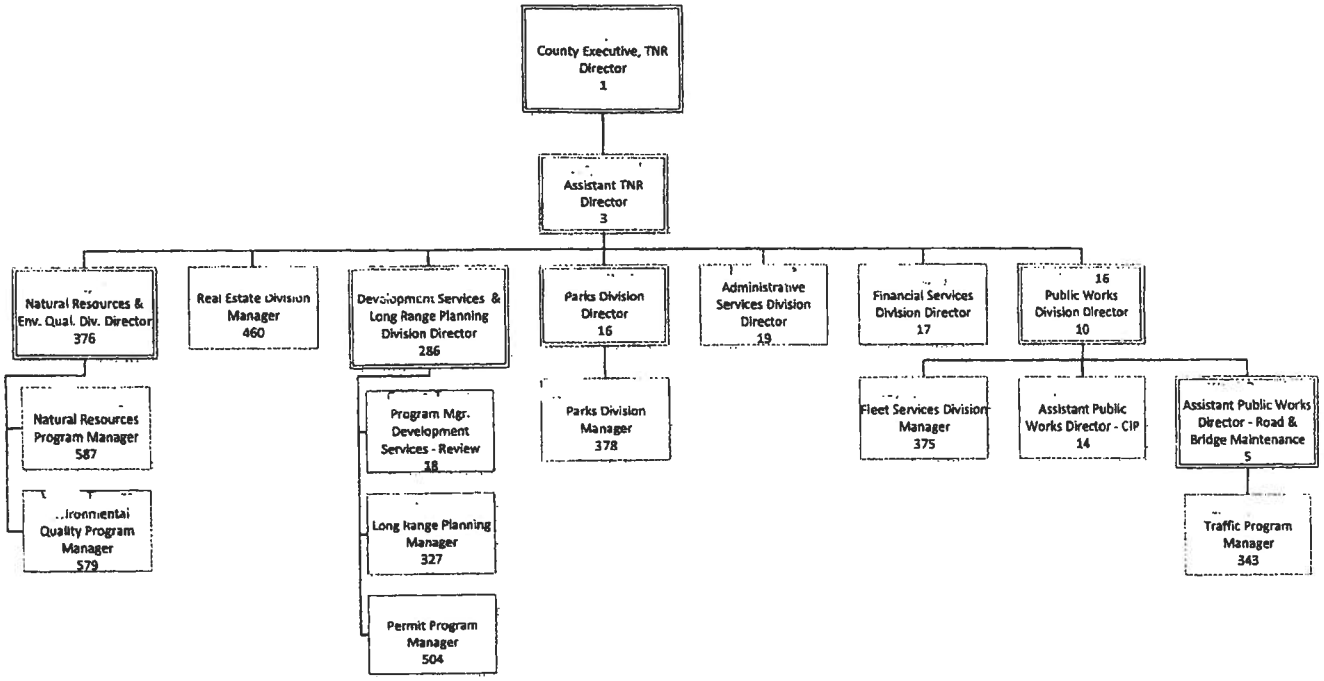
According to the organizational chart proposed by TNR, two Assistant Public Works Director positions are envisioned. Both positions will report to the Public Works Director. One will oversee Capital Improvement Projects and one will oversee Road and Bridge Maintenance. The proposed pay grade has been slotted based on internal equity relationships.

Summary:

At this time HRMD is asking Commissioners Court to approve the attached job descriptions. If approved, any subsequent personnel actions that may be associated with these jobs will be brought separately and will reference these actions. TNR has asked for HRMD's assistance in reviewing the pay grade assignments for these titles. Depending on the outcome of this analysis, possible recommendations for pay grade changes may come at a later date.

Updated 9/20/12, 4:00 p.m.

TNR's Management Team
FY13



TRAVIS COUNTY
TRANSPORTATION AND NATURAL RESOURCES

INTRA-DEPARTMENT MEMORANDUM

TO: Diane Poirot, Director, HRMD

FROM: Steven M. Manilla, County Executive, TNR

DATE: September 17, 2012

SUBJECT: Internal Restructuring FY 13 – Job Description Revisions

TNR is requesting approval of newly created job descriptions, as well as revisions to certain current job descriptions in support of its internal restructuring scheduled for FY 13 implementation on October 1, 2012 (Organizational Chart for affected positions attached).
NOTE: TNR also requests that the new and significantly revised job descriptions be included in the benchmark study your team plans to conduct in December 2012.

Revised and proposed job descriptions are attached in Word format with legislative changes noted, or PDF (scanned) marked copy with noted revisions.

Summary of newly created or revised job descriptions:

- Assistant Public Works Director – This is a new job description. Incumbents to this job description will report to the Public Works Director.
  - The new job description will apply to the current Road Maint Brdg Fleet Div Dir, Slot 5. Fleet Services will no longer be within the scope of this position (Fleet Services Division Manager – Slot 375 – will also report directly to Public Works Director). New job description covers areas of Road & Bridge Maintenance and Traffic programs, and removes reference to Fleet Services.
  - The new job description will apply to the current Engineering Div Mgr, Slot 14. New job description covers areas of Capital Improvement Programs.
- Real Estate Division Manager – This is a revision of the Right of Way Program Manager job description and has been edited to include some Right of Way, but more expanded aspects to include Park Land and other land acquisition, such as cemetery expansion, etc.)
  - The revised job description will apply to the current Right of Way Program Manager, Slot 460.
- Development Services and Long Range Planning Division Director – This is a revision of the Engineering Svcs Div Dir job description and has been edited to incorporate direction of the scope of Comprehensive Planning Manager (job description also slated for revision).
  - The revised job description will apply to the current Engineering Svcs Div Dir, Slot 286.
- Long Range Planning Manager – This is a revision of the Comprehensive Planning Manager job description and has been edited to reflect the change from "comprehensive" to "long range" planning.
  - The revised job description will apply to the current Comprehensive Planning Manager, Slot 327.

- TNR Assistant Director – Revise Job Summary to incorporate department-wide operations versus limited scope, and remove references to limited scope areas in remainder of job description. Change references of "Executive Manager" to "County Executive". Revisions to Duties and Responsibilities as follows:
  - 3rd Bullet – insert "improvement" between "capital" and "program"
  - 7th Bullet – change "Coaches" to "Directs"

  Revised job description will apply to the current TNR Assistant Director, Slot 3.

Request for revisions to other job descriptions (PDF marked copy attached):

- Parks Division Director – Revise Job Summary to include scope of "and plans for park land", to incorporate direction of the scope of Planning Project Manager, Slot 47 which will now report to Parks Division Director. Add a bullet (or incorporate into an existing bullet) "planning for park land", as well as adding to Knowledge, Skills and Abilities. Change reference of "Executive Manager" to "County Executive" in current 7th bullet.
  - The revised job description will apply to the current Parks Division Director, Slot 16.
- Natural Resources and Environmental Quality Div Dir – Change reference of "Executive Manager TNR" to "TNR Assistant Director" in Job Summary.
  - The revised job description will apply to the current Natural Resources and Env Qty Div Dir, Slot 376
- Public Works Director - Change reference of "Executive Manager" to "TNR Assistance Director" in Job Summary.

For all intents and purposes, employees in these positions will begin operating per the revisions effective October 1, 2012.

Please feel free to contact me, Donna Holt or Carol Joseph at 854-9383 if you have any questions.

SMM:DH/ts
0101 Job Descriptions

Attachments: Job Description Drafts
TNR Organizational Chart

cc: Todd Osburn, Compensation Manager, HRMD
Carol Joseph, Assistant Director, TNR
Donna Holt, Administrative Services Director, TNR
Tina Salazar, HR Manager, TNR

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

JOB SUMMARY:

Directs department-wide operations in multiple complex functional or programmatic areas within the Transportation and Natural Resources department. Directs the overall operations, staff and functions through subordinate managers. Provides leadership, oversight and direction in all planning, organizing, implementing and evaluating operations in accordance with state, federal and local laws, policies and procedures, and guidelines. Develops departmental strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services. ~~Plans, implements and coordinates development and implementation of management work plans, budgets, and strategic goals and objectives. Manages and evaluates, planning, administrative, fiscal functions and information systems. Plans and directs development of department at Commissioners Court meetings and participates in overall administration. Serves as Acting Executive Manager of Transportation and Natural Resources during the absence of the Executive Manager.~~

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification represent~~s~~ senior management within the department. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Directs and controls planning, budgets, resource allocation, financial systems and information technology of the department. Directs, oversees and participates in the development and implementation of the department's planning, organizing, mission, overall strategic goals and objectives. Directs scheduling, monitoring and deploying of human, operating and capital resources to accomplish policies, plans and program outcome measures. Ensures that the department adheres to agency goals and objectives.
- Participates actively in organizational strategic planning. Assists the County Executive~~Executive Manager~~ with overall departmental responsibilities and has delegated authority to make necessary departmental decisions in absence of County Executive~~Executive Manager~~.
- Develops, manages and controls departmental programs, budgets and personnel. Oversees the development of the department budget, including revenue forecasting, departmental budget reviews and recommendations to the County Executive~~Executive Manager~~. Supports the County Executive~~Executive Manager~~ in presentation of budget and capital improvement program to Commissioners Court. Reviews and approves department operating expenditures. Assists senior managers in implementing fiscal transactions and decisions. Plans future budgetary requirements.
- Manages conflict resolution for the department. Evaluates and reports on program performance. Prepares process analyses using statistical process controls to continually improve the quality of processes and output.
- Represents the department at business meetings, legislative sessions, conferences, seminars, boards, panels and committees.
- Directs, develops and monitors departmental policies and operating procedures. Implements, communicates and effectively uses policies and procedures. Coordinates with departments, agencies and organizations to accomplish desired goals and objectives. Communicates with County Executive ~~Executive Manager~~ and Commissioners Court.
- Directs~~Coaches~~ senior managers on matters of department structure and leadership. Plans and evaluates the work of senior level management, professional, technical and other support staff. Interprets policies for subordinates. Resolves conflicts and exercises broad coordination over activities. Reviews, evaluates and recommends improvements to department administrative and financial internal controls and systems and procedures.
- Plans, develops and directs a comprehensive long-term strategic plan for automated systems needs for the department, including centralized computer applications, personal computers and telecommunications functions. Oversees automated systems within the department, including prioritizing requests for applications development or

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

enhancements, hardware and software standards and equipment acquisition and replacement. Coordinates technical staff placed within the department. Positions the department to effectively respond to the changing technological environment.

- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration, Planning, Finance or a directly related field AND seven (7) years of senior level management experience, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Public Administration, Business Administration, Planning, Finance or a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:

- Standard management theory, principles, practices and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Planning and research methodology.
- State and Federal regulatory or administrative requirements and practices.
- Standards of policy analysis, finance and contract management.
- Budgetary and fiscal process.
- Quality management principles and practices.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

- Techniques of statistical measurements and applications.
- Governmental procurement and contracts management requirements.
- Principles and practices of microcomputers, data processing and MIS functions and equipment capabilities.
- Supervisory principles, practices and techniques.
- Online computer searches.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Resolving supervisory/management issues, including planning and managing teams.
- Planning and coordinating work activities.
- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Interact effectively with staff, public, elected and appointed officials.
- Direct and organize department activities.
- Establish program goals and objectives that support the strategic plan.
- Identify problems, evaluate alternatives and implement effective solutions.
- Direct the development of agency policies and procedures.
- Prepare clear, complete, accurate and logical verbal and written reports and make presentations.
- Prioritize needs, develop and implement plans of action.

MINIMUM REQUIREMENTS: (Cont.)

Ability to: (Cont.)

- Direct preparation of department budget function.
- Plan, coordinate and direct the work of senior managers and professional.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Value diversity and promote shared responsibility, teamwork, systems integration and acceptance of change.
- Read and understand basic legal documents.
- Listen and communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with representatives of outside agencies, consultants, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20–50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Directs department-wide operations in multiple complex functional or programmatic areas within the Transportation and Natural Resources department. Directs the overall operations, staff and functions through subordinate managers. Provides leadership, oversight and direction in all planning, organizing, implementing and evaluating operations in accordance with state, federal and local laws, policies and procedures, and guidelines. Develops departmental strategic plans to accomplish goals and objectives and improve effectiveness and efficiency of services.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification represent senior management within the department. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Directs and controls planning, budgets, resource allocation, financial systems and information technology of the department. Directs, oversees and participates in the development and implementation of the department's planning, organizing, mission, overall strategic goals and objectives. Directs scheduling, monitoring and deploying of human, operating and capital resources to accomplish policies, plans and program outcome measures. Ensures that the department adheres to agency goals and objectives.
- Participates actively in organizational strategic planning. Assists the County Executive with overall departmental responsibilities and has delegated authority to make necessary departmental decisions in absence of County Executive.
- Develops, manages and controls departmental programs, budgets and personnel. Oversees the development of the department budget, including revenue forecasting, departmental budget reviews and recommendations to the County Executive. Supports the County Executive in presentation of budget and capital improvement program to Commissioners Court. Reviews and approves department operating expenditures. Assists senior managers in implementing fiscal transactions and decisions. Plans future budgetary requirements.
- Manages conflict resolution for the department. Evaluates and reports on program performance. Prepares process analyses using statistical process controls to continually improve the quality of processes and output.
- Represents the department at business meetings, legislative sessions, conferences, seminars, boards, panels and committees.
- Directs, develops and monitors departmental policies and operating procedures. Implements, communicates and effectively uses policies and procedures. Coordinates with departments, agencies and organizations to accomplish desired goals and objectives. Communicates with County Executive and Commissioners Court.
- Directs senior managers on matters of department structure and leadership. Plans and evaluates the work of senior level management, professional, technical and other support staff. Interprets policies for subordinates. Resolves conflicts and exercises broad coordination over activities. Reviews, evaluates and recommends improvements to department administrative and financial internal controls and systems and procedures.
- Plans, develops and directs a comprehensive long-term strategic plan for automated systems needs for the department, including centralized computer applications, personal computers and telecommunications functions. Oversees automated systems within the department, including prioritizing requests for applications development or enhancements, hardware and software standards and equipment acquisition and replacement. Coordinates technical staff placed within the department. Positions the department to effectively respond to the changing technological environment.
- Performs other job-related duties as assigned.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Public Administration, Business Administration, Planning, Finance or a directly related field AND seven (7) years of senior level management experience, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Public Administration, Business Administration, Planning, Finance or a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:
- Standard management theory, principles, practices and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Planning and research methodology.
- State and Federal regulatory or administrative requirements and practices.
- Standards of policy analysis, finance and contract management.
- Budgetary and fiscal process.
- Quality management principles and practices.
- Techniques of statistical measurements and applications.
- Governmental procurement and contracts management requirements.
- Principles and practices of microcomputers, data processing and MIS functions and equipment capabilities.
- Supervisory principles, practices and techniques.
- Online computer searches.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Resolving supervisory/management issues, including planning and managing teams.
- Planning and coordinating work activities.
- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:
- Interact effectively with staff, public, elected and appointed officials.
- Direct and organize department activities.
- Establish program goals and objectives that support the strategic plan.
- Identify problems, evaluate alternatives and implement effective solutions.
- Direct the development of agency policies and procedures.
- Prepare clear, complete, accurate and logical verbal and written reports and make presentations.
- Prioritize needs, develop and implement plans of action.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: TNR Assistant Director

JOB CODE: 31317
PAY GRADE: 31
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Ability to: (Cont.)

- Direct preparation of department budget function.
- Plan, coordinate and direct the work of senior managers and professional.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Value diversity and promote shared responsibility, teamwork, systems integration and acceptance of change.
- Read and understand basic legal documents.
- Listen and communicate effectively both verbally and in writing.
- Establish and maintain effective working relationships with representatives of outside agencies, consultants, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20–50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

JOB SUMMARY:

Under administrative direction of the TNR Assistant Director~~Executive Manager TNR~~, plans, organizes, directs, reviews and evaluates the activities, functions and operations of the Public Works division. Coordinates and works closely with officials, department heads and outside agencies. Serves as professional technical advisor, and may represent the department and/or County with customers and media. Monitors and oversees that services delivered are in compliance with statutory applicable laws, rules, regulations and applicable standards and procedures established by the state, court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification serves as the administrator. This classification is distinguished by the administrative duties and responsibilities, licensed as a Professional Engineer (P.E.), and required additional senior level management, project management and/or administrative experience. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes, directs, reviews and evaluates the activities, functions and operations of the division.
- Coordinates and works closely with officials, department heads, multiple outside suppliers, other County employees and outside agencies. Serves as professional technical advisor, and may represent the department and/or County with customers and media.
- Monitors and oversees that services delivered are in compliance with statutory applicable laws, rules, regulations and applicable standards and procedures established by the state, court and the department.
- Manages the resources of the department to ensure the completion of long-term projects on time and under budget. Develops and implements plans for financing improvements and reviews and approves the improvements. Reviews plans, reports, budget estimates and proposals. Manages the preparation and administration of the budget. Prepares a variety of fiscal and administrative reports.
- Negotiates and oversees services contracts, supplemental agreements and services assuring financial integrity. Oversees the preparation of bid documents and contracts, and manages these contracts to successful completion. Monitors inter-governmental actions.
- Directs and participates in the development and implementation of strategic short and long-term plans. Develops and implements goals, objectives, policies, procedures or priorities, and coordinates with officials to achieve those goals. Plans, schedules, reviews and evaluates work needs on a short and long-term basis. Studies and standardizes department policies and practices.
- Supervises professional, technical and administrative support staff, evaluates staff job performance, coordinates schedules and assignments. Authorizes staff productive and non-productive work hours. Confers with and advises staff on problems related to the design, operation, interpretation and compliance of systems.
- Analyzes and responds to difficult inquires, grievances and complaints.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Civil Engineering AND eight (8) years of directly related, increasingly responsible and varied professional engineering project management, developing and managing public works, or municipal management experience, including five (5) years of senior level management, project management and/or administrative experience.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Licensed to practice as a Professional Engineer (P.E.) in the State of Texas issued by the Texas Board of Professional Engineers. If licensed in another state, must acquire license reciprocity in the State of Texas within six (6) months of date of hire.
Valid Texas Driver's License.

Preferred:
Master's degree in Civil Engineering a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:

- Principles and practices, programs, systems, methods and techniques of municipal public works, including planning, design, construction, operation and maintenance.
- Technical, legal, financial and public relation problems involved in the conduct of a municipal public works program.
- Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to proposed public works facilities.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Theory, principles, practices and methods of state and local public engineering, construction, street maintenance and contract administration.
- Advanced mathematical and statistical methods as used in engineering and planning.
- Federal, State, Local and County applicable laws, regulatory codes, rules, permits, licenses, purposes, sources, standards, policies and procedures.
- Recent developments and current literature regarding engineering.
- Methods, practices and techniques of inspections, compliance and enforcement.
- Budget preparation and office management.
- Computer equipment to include word processing, presentations, spreadsheets, databases, maps, records, graphics, project scheduling and management, and other related engineering applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Planning and directing a variety of engineering projects.
- Improving seamless customer service delivery.
- Building and maintaining strong relationships with the community, employees and other agencies.
- Analyzing and evaluating complex data, technical engineering data and reports.
- Contract negotiation, compliance and dispute resolution.
- Supervisory principles, practices and techniques.
- Applying principles and practices as used in engineering.
- Adapting approved engineering methods and standards in variety of engineering projects.
- Contract management and project budgeting.
- Using and caring of equipment, tools and testing materials.
- Using and caring of computer-aided design and drafting (CADD), Geographic Information System (GIS) and other related electronic equipment.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and technical decision-making for developing effective solutions.
- Both verbal and written communication.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

MINIMUM REQUIREMENTS: (Cont.)

Ability to:

- Direct, plan and implement division operations and activities.
- Provide operational management, administration, organizational leadership and team building.
- Manage and prioritize programs, projects and activities.
- Delegate authority and responsibility, and to schedule and program work on a long-term basis.
- Perform complex engineering studies, analysis and design.
- Work independently.
- Exercise sound judgment and make decisions.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform technical research, calculations and computations, and prepare plans and reports.
- Convey complex ideas and concepts verbally and in writing.
- Plan, assign, supervise, train and review the work of professional and technical subordinates.
- Interpret plans, specifications, standards, policies, procedures and regulatory codes.
- Respond to inquiries from customers, regulatory agencies, or members of the professional community.
- Perform in a fast-paced and stressful environment while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Establish and maintain effective working relationships with County employees and officials, developers, engineers, contractors, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-60 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases, and poor ventilation, parts, and tools or machinery. Requires use of protective devices such as masks, goggles, and gloves. Requires fieldwork, and exposure to traffic, public work development sites, construction site hazards, climbing and walking and traveling over rough, uneven, mud, rocky, high grass terrain, and indoors/outdoors in all types of weather (excessive heat and cold).

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Under administrative direction of the TNR Assistant Director, plans, organizes, directs, reviews and evaluates the activities, functions and operations of the Public Works division. Coordinates and works closely with officials, department heads and outside agencies. Serves as professional technical advisor, and may represent the department and/or County with customers and media. Monitors and oversees that services delivered are in compliance with statutory applicable laws, rules, regulations and applicable standards and procedures established by the state, court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification serves as the administrator. This classification is distinguished by the administrative duties and responsibilities, licensed as a Professional Engineer (P.E.), and required additional senior level management, project management and/or administrative experience. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes, directs, reviews and evaluates the activities, functions and operations of the division.
- Coordinates and works closely with officials, department heads, multiple outside suppliers, other County employees and outside agencies. Serves as professional technical advisor, and may represent the department and/or County with customers and media.
- Monitors and oversees that services delivered are in compliance with statutory applicable laws, rules, regulations and applicable standards and procedures established by the state, court and the department.
- Manages the resources of the department to ensure the completion of long-term projects on time and under budget. Develops and implements plans for financing improvements and reviews and approves the improvements. Reviews plans, reports, budget estimates and proposals. Manages the preparation and administration of the budget. Prepares a variety of fiscal and administrative reports.
- Negotiates and oversees services contracts, supplemental agreements and services assuring financial integrity. Oversees the preparation of bid documents and contracts, and manages these contracts to successful completion. Monitors inter-governmental actions.
- Directs and participates in the development and implementation of strategic short and long-term plans. Develops and implements goals, objectives, policies, procedures or priorities, and coordinates with officials to achieve those goals. Plans, schedules, reviews and evaluates work needs on a short and long-term basis. Studies and standardizes department policies and practices.
- Supervises professional, technical and administrative support staff, evaluates staff job performance, coordinates schedules and assignments. Authorizes staff productive and non-productive work hours. Confers with and advises staff on problems related to the design, operation, interpretation and compliance of systems.
- Analyzes and responds to difficult inquires, grievances and complaints.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Civil Engineering AND eight (8) years of directly related, increasingly responsible and varied professional engineering project management, developing and managing public works, or municipal management experience, including five (5) years of senior level management, project management and/or administrative experience.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Licensed to practice as a Professional Engineer (P.E.) in the State of Texas issued by the Texas Board of Professional Engineers. If licensed in another state, must acquire license reciprocity in the State of Texas within six (6) months of date of hire.
Valid Texas Driver's License.

Preferred:
Master's degree in Civil Engineering a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:

- Principles and practices, programs, systems, methods and techniques of municipal public works, including planning, design, construction, operation and maintenance.
- Technical, legal, financial and public relation problems involved in the conduct of a municipal public works program.
- Methods of preparing designs, plans, specifications, estimates, reports and recommendations relating to proposed public works facilities.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Theory, principles, practices and methods of state and local public engineering, construction, street maintenance and contract administration.
- Advanced mathematical and statistical methods as used in engineering and planning.
- Federal, State, Local and County applicable laws, regulatory codes, rules, permits, licenses, purposes, sources, standards, policies and procedures.
- Recent developments and current literature regarding engineering.
- Methods, practices and techniques of inspections, compliance and enforcement.
- Budget preparation and office management.
- Computer equipment to include word processing, presentations, spreadsheets, databases, maps, records, graphics, project scheduling and management, and other related engineering applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Planning and directing a variety of engineering projects.
- Improving seamless customer service delivery.
- Building and maintaining strong relationships with the community, employees and other agencies.
- Analyzing and evaluating complex data, technical engineering data and reports.
- Contract negotiation, compliance and dispute resolution.
- Supervisory principles, practices and techniques.
- Applying principles and practices as used in engineering.
- Adapting approved engineering methods and standards in variety of engineering projects.
- Contract management and project budgeting.
- Using and caring of equipment, tools and testing materials.
- Using and caring of computer-aided design and drafting (CADD), Geographic Information System (GIS) and other related electronic equipment.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and technical decision-making for developing effective solutions.
- Both verbal and written communication.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Public Works Director

JOB CODE: 33256
PAY GRADE: 33
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Ability to:

- Direct, plan and implement division operations and activities.
- Provide operational management, administration, organizational leadership and team building.
- Manage and prioritize programs, projects and activities.
- Delegate authority and responsibility, and to schedule and program work on a long-term basis.
- Perform complex engineering studies, analysis and design.
- Work independently.
- Exercise sound judgment and make decisions.
- Manage time well, perform multiple tasks and organize diverse activities.
- Perform technical research, calculations and computations, and prepare plans and reports.
- Convey complex ideas and concepts verbally and in writing.
- Plan, assign, supervise, train and review the work of professional and technical subordinates.
- Interpret plans, specifications, standards, policies, procedures and regulatory codes.
- Respond to inquiries from customers, regulatory agencies, or members of the professional community.
- Perform in a fast-paced and stressful environment while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Establish and maintain effective working relationships with County employees and officials, developers, engineers, contractors, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-60 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases, and poor ventilation, parts, and tools or machinery. Requires use of protective devices such as masks, goggles, and gloves. Requires fieldwork, and exposure to traffic, public work development sites, construction site hazards, climbing and walking and traveling over rough, uneven, mud, rocky, high grass terrain, and indoors/outdoors in all types of weather (excessive heat and cold).

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~09~~

JOB SUMMARY:

Under administrative direction of the TNR Assistant Director~~Executive Manager TNR~~, serves as the Environmental Officer to the Commissioners Court, and directs, administers and manages operational activities of the Natural Resources and Environmental Quality Division. Provides consultation and guidance directly to the Commissioners Court on a wide variety of technical, policy and regulatory issues in natural resource and environmental contexts. Directs the development and implementation of complex natural resource and environmental projects and programs. Develops policies and procedures. Plans, directs, monitors, allocates and controls resources, staffing, equipment and materials. Develops, implements and monitors budget, and oversees all other administrative matters for the division. Coordinates and works closely with officials, department heads and outside agencies. Supervises and directs work of subordinate managers. Monitors and oversees that services delivered are in compliance with applicable laws, statutes, rules, regulations and applicable standards and procedures established by the Federal Government, State, Court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification represents senior management within the department. This classification is responsible for overall performance and environmental compliance in the areas of civil environmental enforcement, natural resource grants, hazardous materials management, solid waste regulatory matters, recycling, waste minimization, stormwater system management, general water quality protection, air quality protection, cultural and natural resource management and endangered species preserve and habitat conservation plan management in a countywide scope. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes, directs, reviews and evaluates the activities, functions and operations of the division. Manages resources to ensure the completion of projects. Determines staffing requirements and hires accordingly.
- Supervises professional, technical and administrative support staff, evaluates staff job performance, coordinates, prioritizes and schedules assignments. Authorizes staff productive and non-productive work hours. Orients and trains staff, including assignments and distribution of workload to adjust to changing priorities.
- Directs, manages and controls division's budgets. Prepares and submits a variety of fiscal and administrative reports. Ensures adequate resources available for operation of division.
- Directs planning, development and implementation of policies and programs to ensure compliance with State, Federal, County, Local environmental laws and regulations on a countywide basis. Reports to and provides recommendations to Commissioners Court on environmental regulatory, technical and policy matters. Represents the County before Local, State and Federal regulatory agencies.
- Directs and conducts research, consultation and provides reports to Commissioners Court in response to queries from constituents and Commissioners Court regarding current and prospective environmental and natural resource issues, program activities and plans.
- Plans, directs, oversees work plan creation/implementation and strategic planning for cultural and natural resource consultation and management services on Travis County owned or managed lands to include habitat conservation planning, open space and preserve management, park and preserve land acquisition, ecological monitoring and restoration.
- Works with Program Manager to create work plans, conduct strategic planning for, and direct performance of natural resources grant acquisition and administration services, solid waste minimization and recycling services, hazardous materials management services and regulatory support programs in the areas of stormwater management, air quality and civil environmental enforcement.
- Serves as liaison with other agencies, the media, State and Federal authorities and other local political subdivisions with regards to coordination of environmental and natural resources protection.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~09~~

DUTIES AND RESPONSIBILITIES: (Cont.)

- Directs and performs administrative duties to include reports, correspondence, short and long term strategic planning, attending meetings and training, preparing annual work plan, budget and project status reports.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Responds and investigates citizen inquires, grievances or complaints.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Environmental Engineering, Biology, Botany, Natural Resources, Planning, Business Administration or a directly related field AND seven (7) years of senior management level experience in supervising planning, coordinating and managing of environmental and resource management activities, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Environmental Engineering, Biology, Botany, Natural Resources, Planning, Business Administration or a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:
- Supervisory principles, practices and techniques.
- Principles of project management.
- Standard management theory, principles, practices, and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Budgetary and fiscal process.
- Grant information sources, standards and guidelines.
- Consultant contract management policies and procedures.
- Requirements for contract plans, specifications, and estimates.
- Online computer searches.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Resolving supervisory/management issues, including planning and managing teams.
- Planning and directing a variety of projects.
- Analyzing and evaluating complex data.
- Performing contract negotiation.
- Contract management and project budgeting.
- Explaining complicated technical problems in simple non-technical language.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~09~~

MINIMUM REQUIREMENTS: (Cont.)

Skill in: (Cont.)

- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and technical decision-making for developing effective solutions.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Plan, coordinate, organize and effectively prioritize program and projects.
- Plan, assign, supervise, train and review the work of subordinates.
- Interpret plans and specifications, standards, policies, procedures and regulatory codes.
- Develop and implement new and innovative ideas.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs and develop and implement plans of action.
- Convey complex ideas and concepts verbally and in writing.
- Work as a team member within a diverse organization.
- Read and understand basic legal documents.
- Address complex issues so they may be understood by the audience.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. May work in extreme temperature/weather change/conditions, and smoke on prescribed or wild fires. May be subject to contact with dangerous machinery, fumes, and hazardous chemicals.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Under administrative direction of the TNR Assistant Director, serves as the Environmental Officer to the Commissioners Court, and directs, administers and manages operational activities of the Natural Resources and Environmental Quality Division. Provides consultation and guidance directly to the Commissioners Court on a wide variety of technical, policy and regulatory issues in natural resource and environmental contexts. Directs the development and implementation of complex natural resource and environmental projects and programs. Develops policies and procedures. Plans, directs, monitors, allocates and controls resources, staffing, equipment and materials. Develops, implements and monitors budget, and oversees all other administrative matters for the division. Coordinates and works closely with officials, department heads and outside agencies. Supervises and directs work of subordinate managers. Monitors and oversees that services delivered are in compliance with applicable laws, statutes, rules, regulations and applicable standards and procedures established by the Federal Government, State, Court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. Incumbents in this classification represents senior management within the department. This classification is responsible for overall performance and environmental compliance in the areas of civil environmental enforcement, natural resource grants, hazardous materials management, solid waste regulatory matters, recycling, waste minimization, stormwater system management, general water quality protection, air quality protection, cultural and natural resource management and endangered species preserve and habitat conservation plan management in a countywide scope. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes, directs, reviews and evaluates the activities, functions and operations of the division. Manages resources to ensure the completion of projects. Determines staffing requirements and hires accordingly.
- Supervises professional, technical and administrative support staff, evaluates staff job performance, coordinates, prioritizes and schedules assignments. Authorizes staff productive and non-productive work hours. Orients and trains staff, including assignments and distribution of workload to adjust to changing priorities.
- Directs, manages and controls division's budgets. Prepares and submits a variety of fiscal and administrative reports. Ensures adequate resources available for operation of division.
- Directs planning, development and implementation of policies and programs to ensure compliance with State, Federal, County, Local environmental laws and regulations on a countywide basis. Reports to and provides recommendations to Commissioners Court on environmental regulatory, technical and policy matters. Represents the County before Local, State and Federal regulatory agencies.
- Directs and conducts research, consultation and provides reports to Commissioners Court in response to queries from constituents and Commissioners Court regarding current and prospective environmental and natural resource issues, program activities and plans.
- Plans, directs, oversees work plan creation/implementation and strategic planning for cultural and natural resource consultation and management services on Travis County owned or managed lands to include habitat conservation planning, open space and preserve management, park and preserve land acquisition, ecological monitoring and restoration.
- Works with Program Manager to create work plans, conduct strategic planning for, and direct performance of natural resources grant acquisition and administration services, solid waste minimization and recycling services, hazardous materials management services and regulatory support programs in the areas of stormwater management, air quality and civil environmental enforcement.
- Serves as liaison with other agencies, the media, State and Federal authorities and other local political subdivisions with regards to coordination of environmental and natural resources protection.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

DUTIES AND RESPONSIBILITIES: (Cont.)

- Directs and performs administrative duties to include reports, correspondence, short and long term strategic planning, attending meetings and training, preparing annual work plan, budget and project status reports.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Responds and investigates citizen inquires, grievances or complaints.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Environmental Engineering, Biology, Botany, Natural Resources, Planning, Business Administration or a directly related field AND seven (7) years of senior management level experience in supervising planning, coordinating and managing of environmental and resource management activities, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Environmental Engineering, Biology, Botany, Natural Resources, Planning, Business Administration or a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:
- Supervisory principles, practices and techniques.
- Principles of project management.
- Standard management theory, principles, practices, and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Budgetary and fiscal process.
- Grant information sources, standards and guidelines.
- Consultant contract management policies and procedures.
- Requirements for contract plans, specifications, and estimates.
- Online computer searches.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Resolving supervisory/management issues, including planning and managing teams.
- Planning and directing a variety of projects.
- Analyzing and evaluating complex data.
- Performing contract negotiation.
- Contract management and project budgeting.
- Explaining complicated technical problems in simple non-technical language.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Natural Resources and Environmental Quality Div Dir

JOB CODE: 27309
PAY GRADE: 27
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)
Skill in: (Cont.)

- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and technical decision-making for developing effective solutions.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Plan, coordinate, organize and effectively prioritize program and projects.
- Plan, assign, supervise, train and review the work of subordinates.
- Interpret plans and specifications, standards, policies, procedures and regulatory codes.
- Develop and implement new and innovative ideas.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Utilize online resources.
- Prioritize needs and develop and implement plans of action.
- Convey complex ideas and concepts verbally and in writing.
- Work as a team member within a diverse organization.
- Read and understand basic legal documents.
- Address complex issues so they may be understood by the audience.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. May work in extreme temperature/weather change/conditions, and smoke on prescribed or wild fires. May be subject to contact with dangerous machinery, fumes, and hazardous chemicals.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

JOB SUMMARY:

Manages and directs activities of Parks programs and services, and plans for park land.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of two parks-related job classifications within the Senior Management/Middle Management job family. Represents senior management within the department. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Uses a strategic planning process and plans, organizes and provides leadership to an interdisciplinary group of professional, managerial and technical staff, to ensure comprehensive and coordinated Parks programs and services through an annual work plan and performance objectives. Sets the standard for current as well as future services. Prepares the strategic direction and goals of the division, determines staffing requirements and plans accordingly for resources. Develops and evaluates alternatives and recommends action to solve problems. Researches and implements new programs and practices needed to sustain strategic initiatives. Directs development and implementation of Standard Operating Procedures for existing and new operations/processes.
- Planning for park land.
- Provides expert consultation to Commissioners Court, political entities, agencies and internal management staff regarding current and prospective issues, program activities and plans. Functions as a member of the department's senior executive management group.
- Works directly and through middle-level managers and supervisors to manage, develop and direct operations staff. Provides leadership and guidance. Leads by example. Implements effective management controls. Ensures effective two-way communications within chain of command. Develops and maintains relevant performance standards and measures. Addresses personnel issues in a fair and timely manner.
- Analyzes division program initiatives, determines strategies, prioritizes implementation and ensures high quality delivery through appropriate tracking and feedback processes. Defines, prioritizes, schedules and monitors multiple operations projects, developing and maintaining comprehensive project plans/schedules. Reviews and analyzes annual contract deliverables. Develops project resource strategies, allocating budget, staff, tools, etc. necessary for implementation of projects. Reports metrics and service deliverables to ensure quality and satisfaction.
- Responsible for development of processes and maintaining day-to-day operations for budget and fiscal operations, capital and human resources. Develops and deploys management systems that optimize resources.
- Ensures compliance with County and other applicable standards.
- Serves as liaison with State and Federal authorities and other local organizations to ensure coordination. Serves as key liaison between County Executive~~Executive Manager~~, Commissioners Court and operations staff. Works with peers from across the County on common issues. Develops relationships with professional organizations, peer groups and industry trade groups to stay current on practices.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Parks and Recreation, Conservation, Business Administration or a directly related field AND seven (7) years of senior management level experience in managing parks, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

of this job.

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Parks and Recreation, Conservation, Business Administration or a directly related field.
Certified Park and Recreation Professional (CPRP).

Knowledge, Skills, and Abilities:
Knowledge of:

- Standard management theory, principles, practices, and techniques of park management and operations and park land planning.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Work design, time management, facilitation and managing budgets.
- Resolving leadership/management issues, including planning and managing teams.
- Planning and coordinating work activities.
- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Plan, organize and effectively direct programs.
- Direct and lead work of professional and support staff members.
- Coach, mentor and motivate staff.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Anticipate future requirements, and research and analyze emerging programs.
- Conduct and prepare feasibility studies.
- Develop proposals including estimates for resource usage.
- Prepare statistical reports and complete cost/benefit analysis.
- Effectively communicate strategic directions and goals.
- Communicate with a broad base of stakeholders and multiple management layers.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Read and understand basic legal documents.
- Make decisions where there is uncertainty.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29

FLSA STATUS: Exempt
LAST REVISED: 10/01/12~~04/01/12~~

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Manages and directs activities of Parks programs and services, and plans for park land.

DISTINGUISHING CHARACTERISTICS:

This is the second in a series of two parks-related job classifications within the Senior Management/Middle Management job family. Represents senior management within the department. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Uses a strategic planning process and plans, organizes and provides leadership to an interdisciplinary group of professional, managerial and technical staff, to ensure comprehensive and coordinated Parks programs and services through an annual work plan and performance objectives. Sets the standard for current as well as future services. Prepares the strategic direction and goals of the division, determines staffing requirements and plans accordingly for resources. Develops and evaluates alternatives and recommends action to solve problems. Researches and implements new programs and practices needed to sustain strategic initiatives. Directs development and implementation of Standard Operating Procedures for existing and new operations/processes.
- Planning for park land.
- Provides expert consultation to Commissioners Court, political entities, agencies and internal management staff regarding current and prospective issues, program activities and plans. Functions as a member of the department's senior executive management group.
- Works directly and through middle-level managers and supervisors to manage, develop and direct operations staff. Provides leadership and guidance. Leads by example. Implements effective management controls. Ensures effective two-way communications within chain of command. Develops and maintains relevant performance standards and measures. Addresses personnel issues in a fair and timely manner.
- Analyzes division program initiatives, determines strategies, prioritizes implementation and ensures high quality delivery through appropriate tracking and feedback processes. Defines, prioritizes, schedules and monitors multiple operations projects, developing and maintaining comprehensive project plans/schedules. Reviews and analyzes annual contract deliverables. Develops project resource strategies, allocating budget, staff, tools, etc. necessary for implementation of projects. Reports metrics and service deliverables to ensure quality and satisfaction.
- Responsible for development of processes and maintaining day-to-day operations for budget and fiscal operations, capital and human resources. Develops and deploys management systems that optimize resources.
- Ensures compliance with County and other applicable standards.
- Serves as liaison with State and Federal authorities and other local organizations to ensure coordination. Serves as key liaison between County Executive, Commissioners Court and operations staff. Works with peers from across the County on common issues. Develops relationships with professional organizations, peer groups and industry trade groups to stay current on practices.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:

Bachelor's degree in Parks and Recreation, Conservation, Business Administration or a directly related field AND seven (7) years of senior management level experience in managing parks, including four (4) years of mid- to senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Master's degree in Parks and Recreation, Conservation, Business Administration or a directly related field.
Certified Park and Recreation Professional (CPRP).

Knowledge, Skills, and Abilities:
Knowledge of:

- Standard management theory, principles, practices, and techniques of park management and operations and park land planning.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- State and Federal regulatory or administrative requirements and practices.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searching.
- Computer equipment to include word processing, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Work design, time management, facilitation and managing budgets.
- Resolving leadership/management issues, including planning and managing teams.
- Planning and coordinating work activities.
- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Plan, organize and effectively direct programs.
- Direct and lead work of professional and support staff members.
- Coach, mentor and motivate staff.
- Work on a wide variety of tasks simultaneously and produce timely and tangible results.
- Anticipate future requirements, and research and analyze emerging programs.
- Conduct and prepare feasibility studies.
- Develop proposals including estimates for resource usage.
- Prepare statistical reports and complete cost/benefit analysis.
- Effectively communicate strategic directions and goals.
- Communicate with a broad base of stakeholders and multiple management layers.
- Prioritize needs, develop and implement plans of action.
- Work as a team member within a diverse organization.
- Read and understand basic legal documents.
- Make decisions where there is uncertainty.
- Establish and maintain effective working relationships with County employees and officials, representatives of outside agencies, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Parks Division Director

JOB CODE: 29315
PAY GRADE: 29

FLSA STATUS: Exempt
LAST REVISED: 10/01/12

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-50 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Engineering Services~~ Development Services and Long Range Planning Division Director

JOB CODE: 29254
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

JOB SUMMARY:

Under administrative direction of the ~~Executive Manager~~ TNR Assistant Director, directs the development and implementation of complex engineering projects and programs. Develops policies and procedures. Allocates resources, staffing, equipment and material. Monitors budget and oversees all other administrative matters for the division. Coordinates and works closely with officials, department heads and outside agencies. Supervises and directs work of professional and technical staff. Monitors and oversees that services delivered are in compliance with applicable laws, rules, regulations and applicable standards and procedures established by the State, court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. This classification is distinguished by the director duties and responsibilities, licensed as a Professional Engineer (P.E.), or licensed as a certified urban or regional planner by the American Institute of Certified Planners (AICP), and required additional senior level management, project management and/or administrative experience. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes and directs, reviews and evaluates the activities, functions and operations of the division. Manages resources to ensure the completion of projects. Determines staffing requirements and hires accordingly. Prepares a variety of fiscal and administrative reports.
- Coordinates and works closely with officials, department heads, multiple outside suppliers, other County staff and outside agencies. Negotiates with firms for outsourcing work.
- Develops, manages and controls division's programs, budgets and personnel. Plans future budgetary requirements for division. Purchases, monitors and maintains fixed assets common to division. Evaluates and reports on program performance of division. Prepares process analyses and uses statistical process controls to continually improve quality of processes and output.
- Monitors and oversees that services delivered are in compliance with applicable laws, rules, regulations and applicable standards and procedures established by the State, court and the department.
- Directs, develops and monitors division/department policies and operating procedures. Implements, communicates and effectively utilizes department policies and procedures. Coordinates with other division directors, departments, agencies and organizations to accomplish division/department goals and objectives.
- Negotiates and oversees services contracts, supplemental agreements and services assuring financial integrity.
- Participates in the development and implementation of strategic short-term and long-term division plans. Develops and implements goals, objectives, policies, procedures and priorities, and coordinates with officials to achieve those goals. Plans, schedules, reviews and evaluates work needs on a short and long-term basis. Studies and standardizes divisional policies and practices.
- Supervises professional, technical and administrative support staff, evaluates staff job performance and coordinates schedules and assignments. Authorizes staff productive and non-productive work hours. Confers with and advises staff on problems related to the design, operation, interpretation and compliance of systems.
- Analyzes and responds to difficult inquires, grievances or complaints.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Directs current and long-range planning projects related to transportation, land development regulations, and the

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Engineering Services~~ Development Services and Long Range Planning Division Director

JOB CODE: 29254
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

development of new County ordinances and legislative initiatives.

- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Civil Engineering AND six (6) years of directly related, increasingly responsible professional engineering design and/or analysis experience as a licensed Professional Engineer, including four (4) years of mid- to senior level supervisory/management or project management experience.

Or Bachelor's degree in Urban Planning AND six (6) years of directly related, increasingly responsible professional urban planning and/or analysis experience as a Certified Planner, including four (4) years of mid- to senior level supervisory management or project management experience.

Licenses, Registrations, Certifications, or Special Requirements:
Licensed to practice as a Professional Engineer (P.E.) in the State of Texas issued by the Texas Board of Professional Engineers. If licensed in another state, must acquire license reciprocity in the State of Texas within six (6) months of date of hire. Or AICP certified in urban and regional planning or obtainable within one (1) year from hire date.

Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Principles, procedures, practices, programs, systems, methods and techniques of engineering.
- Advanced mathematical and statistical methods as used in engineering and planning.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Supervisory principles, practices and techniques.
- Federal, State, Local and County applicable laws, regulatory codes, rules, permits, licenses, purposes, sources, standards, policies and procedures.
- Recent developments and current literature regarding engineering.
- Legislative processes.
- Methods, techniques and practices of long range, advanced, comprehensive, urban and regional planning.
- Modern, advanced methods of planning research, data collection and analysis.
- Methods, practices and techniques of inspections, compliance and enforcement.
- Computer equipment to include word processing, presentations, spreadsheets, databases, maps, records, graphics, project scheduling and management, and other related engineering applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Planning and directing a variety of engineering projects.
- Analyzing and evaluating complex data, technical engineering data and reports.
- Contract negotiation, compliance, and dispute resolution.
- Leadership, collaboration and negotiation techniques.
- Contract management and project budgeting.
- Supervisory principles, practices and techniques.
- Applying principles and practices as used in engineering.
- Adapting approved planning and engineering methods and standards a variety of planning and engineering projects.
- Using and caring of equipment, tools, and testing materials.
- Using and caring of computer-aided design and drafting (CADD), Geographic Information System (GIS) and other related electronic equipment.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Engineering Services~~ Development Services and Long Range Planning Division Director

JOB CODE: 29254
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and technical decision-making for developing effective solutions.
- Both verbal and written communication.

Ability to:

- Coordinate, plan and prioritize programs, projects, and activities.
- Work in open, participatory, public forums of diverse opinions and values, educated debates and complex issues.
- Initiate and develop projects and programs.
- Bring together several viewpoints into a balanced position.
- Plan, assign, supervise, train and review the work of professional and technical subordinates.
- Convey complex ideas and concepts verbally and in writing.
- Interpret plans and specifications, standards, policies, procedures and regulatory codes.
- Perform complex engineering studies, analysis and design.
- Perform technical research, calculations and computations, and prepare plans and reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Work independently.
- Exercise sound judgment and make decisions.

MINIMUM REQUIREMENTS: (Cont.)

Ability to: (Cont.)

- Respond to inquiries from customers, regulatory agencies or members of the professional community.
- Perform in a stressful environment while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Establish and maintain effective working relationships with County employees and officials, developers, engineers, contractors, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-60 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases, and poor ventilation, parts, and tools or machinery. Requires use of protective devices such as masks, goggles, and gloves. Requires fieldwork, and exposure to traffic, public work development sites, construction site hazards, climbing and walking and traveling over rough, uneven, mud, rocky, high grass terrain, and indoors/outdoors in all types of weather (excessive heat and cold).

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Development Services and Long Range Planning Division Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Under administrative direction of the TNR Assistant Director, directs the development and implementation of complex engineering projects and programs. Develops policies and procedures. Allocates resources, staffing, equipment and material. Monitors budget and oversees all other administrative matters for the division. Coordinates and works closely with officials, department heads and outside agencies. Supervises and directs work of professional and technical staff. Monitors and oversees that services delivered are in compliance with applicable laws, rules, regulations and applicable standards and procedures established by the State, court and the department. Performs all work using appropriate safety procedures.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. This classification is distinguished by the director duties and responsibilities, licensed as a Professional Engineer (P.E.), or licensed as a certified urban or regional planner by the American Institute of Certified Planners (AICP), and required additional senior level management, project management and/or administrative experience. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Plans, organizes and directs, reviews and evaluates the activities, functions and operations of the division. Manages resources to ensure the completion of projects. Determines staffing requirements and hires accordingly. Prepares a variety of fiscal and administrative reports.
- Coordinates and works closely with officials, department heads, multiple outside suppliers, other County staff and outside agencies. Negotiates with firms for outsourcing work.
- Develops, manages and controls division's programs, budgets and personnel. Plans future budgetary requirements for division. Purchases, monitors and maintains fixed assets common to division. Evaluates and reports on program performance of division. Prepares process analyses and uses statistical process controls to continually improve quality of processes and output.
- Monitors and oversees that services delivered are in compliance with applicable laws, rules, regulations and applicable standards and procedures established by the State, court and the department.
- Directs, develops and monitors division/department policies and operating procedures. Implements, communicates and effectively utilizes department policies and procedures. Coordinates with other division directors, departments, agencies and organizations to accomplish division/department goals and objectives.
- Negotiates and oversees services contracts, supplemental agreements and services assuring financial integrity.
- Participates in the development and implementation of strategic short-term and long-term division plans. Develops and implements goals, objectives, policies, procedures and priorities, and coordinates with officials to achieve those goals. Plans, schedules, reviews and evaluates work needs on a short and long-term basis. Studies and standardizes divisional policies and practices.
- Supervises professional, technical and administrative support staff, evaluates staff job performance and coordinates schedules and assignments. Authorizes staff productive and non-productive work hours. Confers with and advises staff on problems related to the design, operation, interpretation and compliance of systems.
- Analyzes and responds to difficult inquires, grievances or complaints.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Development Services and Long Range Planning Division Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

DUTIES AND RESPONSIBILITIES (Cont.)

- Directs current and long-range planning projects related to transportation, land development regulations, and the development of new County ordinances and legislative initiatives.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Civil Engineering AND six (6) years of directly related, increasingly responsible professional engineering design and/or analysis experience as a licensed Professional Engineer, including four (4) years of mid- to senior level supervisory/management or project management experience.

Or Bachelor's degree in Urban Planning AND six (6) years of directly related, increasingly responsible professional urban planning and/or analysis experience as a Certified Planner, including four (4) years of mid- to senior level supervisory management or project management experience.

Licenses, Registrations, Certifications, or Special Requirements:
Licensed to practice as a Professional Engineer (P.E.) in the State of Texas issued by the Texas Board of Professional Engineers. If licensed in another state, must acquire license reciprocity in the State of Texas within six (6) months of date of hire. Or AICP certified in urban and regional planning or obtainable within one (1) year from hire date.

Valid Texas Driver's License.

Knowledge, Skills, and Abilities:
Knowledge of:
- Principles, procedures, practices, programs, systems, methods and techniques of engineering.
- Advanced mathematical and statistical methods as used in engineering and planning.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Supervisory principles, practices and techniques.
- Federal, State, Local and County applicable laws, regulatory codes, rules, permits, licenses, purposes, sources, standards, policies and procedures.
- Recent developments and current literature regarding engineering.
- Legislative processes.
- Methods, techniques and practices of long range, advanced, comprehensive, urban and regional planning.
- Modern, advanced methods of planning research, data collection and analysis.
- Methods, practices and techniques of inspections, compliance and enforcement.
- Computer equipment to include word processing, presentations, spreadsheets, databases, maps, records, graphics, project scheduling and management, and other related engineering applications.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:
- Planning and directing a variety of engineering projects.
- Analyzing and evaluating complex data, technical engineering data and reports.
- Contract negotiation, compliance, and dispute resolution.
- Leadership, collaboration and negotiation techniques.
- Contract management and project budgeting.
- Supervisory principles, practices and techniques.
- Applying principles and practices as used in engineering.
- Adapting approved planning and engineering methods and standards a variety of planning and engineering projects.
- Using and caring of equipment, tools, and testing materials.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Development Services and Long Range Planning Division Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Skill in (Cont.):

- Using and caring of computer-aided design and drafting (CADD), Geographic Information System (GIS) and other related electronic equipment.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and technical decision-making for developing effective solutions.
- Both verbal and written communication.

Ability to:

- Coordinate, plan and prioritize programs, projects, and activities.
- Work in open, participatory, public forums of diverse opinions and values, educated debates and complex issues.
- Initiate and develop projects and programs.
- Bring together several viewpoints into a balanced position.
- Plan, assign, supervise, train and review the work of professional and technical subordinates.
- Convey complex ideas and concepts verbally and in writing.
- Interpret plans and specifications, standards, policies, procedures and regulatory codes.
- Perform complex engineering studies, analysis and design.
- Perform technical research, calculations and computations, and prepare plans and reports.
- Manage time well, perform multiple tasks and organize diverse activities.
- Work independently.
- Exercise sound judgment and make decisions.
- Respond to inquiries from customers, regulatory agencies or members of the professional community.
- Perform in a stressful environment while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Establish and maintain effective working relationships with County employees and officials, developers, engineers, contractors, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-60 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases, and poor ventilation, parts, and tools or machinery. Requires use of protective devices such as masks, goggles, and gloves. Requires fieldwork, and exposure to traffic, public work development sites, construction site hazards, climbing and walking and traveling over rough, uneven, mud, rocky, high grass terrain, and indoors/outdoors in all types of weather (excessive heat and cold).

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Comprehensive~~ Long Range Planning Manager

JOB CODE: 26592
PAY GRADE: 26
FLSA STATUS: Exempt
LAST REVISED: 04/01/12

JOB SUMMARY:

Directs development and administration of the Comprehensive Plan for the County's physical development. Develops long-term plans and policies and formulates recommendations related to capital improvement programs, County ordinances, and development regulations in the County's unincorporated areas, including the extraterritorial jurisdiction (ETJ) of municipalities. Directs the development of ~~comprehensive plan~~long range planning elements including transportation, land use, parks and open spaces, storm water management and water quality, and natural resources.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior management/Middle Management job family. ~~This position reports directly to the Executive Manager of Travis County's Transportation and Natural Resources Department.~~ Manages both professional staff and hired consultants working on projects related to the County's Comprehensive Plan. Coordinates with other implementing agencies and County departments, including the Commissioners Court and appointed citizen advisors. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Supervises program personnel, including assigning and reviewing work and overseeing department and employee goals and their implementation. Recommends hiring, training, terminating, and disciplining of employees as necessary.
- Directs current and long-range planning projects related to transportation, land development regulations, the Comprehensive Plan, the development of new County ordinances, and legislative initiatives.
- Coordinates economic development as it relates to planning issues.
- Reviews reports, makes recommendations on policy change requests and presents staff analysis and recommendations at County meetings.
- Answers questions regarding state statutes and County codes, providing supporting materials such as copies, maps, and letters as required.
- Prepares plans in accordance with state law, including timetables, County resolutions, public notices, service plans, analysis and recommendations, ordinances, and exhibits.
- Manages the compilation of demographic, economic and environmental data and makes projections and estimates.
- Maintains up-to-date knowledge of relevant laws and ordinances, including reading and responding to correspondence and technical reports. Prepares reports when necessary.
- Prepares and manages portions of annual departmental budget.
- Works with outside consultants to provide the information needed to conduct analysis and prepare reports.
- Directs the implementation elements of, and updates to the Comprehensive Plan including: the Transportation Plan; Parks and Open Space Plan and Land Use Plan.
- Directs and manages special planning projects.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Comprehensive~~ Long Range Planning Manager

JOB CODE: 26592
PAY GRADE: 26
FLSA STATUS: Exempt
LAST REVISED: 04/01/12

DUTIES AND RESPONSIBILITIES: (Cont.)

- Provides necessary information and reports to various other organizations, including the Commissioners Court and its subcommittee, advisory committees, technical committees and community groups.
- Oversees community development initiatives, including citizen outreach, communication plans, regional planning forums, and inter-agency task forces.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Urban and Regional Planning, Engineering, Public Policy/Administration, Business Administration or a directly related field AND seven (7) years increasingly responsible experience with transportation planning, strategic planning, policy analysis, and program development, including two (2) years senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
AICP (American Institute of Certified Planners) certified in urban and regional planning or obtainable within one (1) year from hire date.

Preferred:
Master's degree in Urban and Regional Planning, Engineering, Public Policy/Administration, Business Administration or a directly related field AND six (6) years of relevant experience, including two (2) years senior level supervisory or management experience;

Knowledge, Skills, and Abilities:
Knowledge of:

- Methods and practices of long range, advanced, comprehensive, urban and regional planning.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Modern advanced methods of planning research, data collection and analysis.
- Principles and techniques of planning.
- Supervisory principles, practices and techniques.
- Complex mathematical and analytical methods as used in planning.
- Strategic planning techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Legislative processes.
- Community issues.
- Public administration and governmental agencies.
- Sources of information, current literature, and recent developments.
- Administrative and related business principles.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, project scheduling and management, presentation/graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: ~~Comprehensive~~ Long Range Planning Manager

JOB CODE:	26592	**FLSA STATUS:**	Exempt
PAY GRADE:	26	**LAST REVISED:**	04/01/12

MINIMUM REQUIREMENTS: (Cont.)

Skill in:

- Selecting, supervising, training, motivating and evaluating interdisciplinary professional employees.
- Developing comprehensive and long-range comprehensive plans in development of innovative solutions.
- Economic analysis, including cost/benefit and marginal analysis.
- Program planning, development and implementation.
- Statistical analysis and policy research.
- Leadership, collaboration and negotiation techniques.
- Problem solving and technical decision-making for developing effective solutions.
- Analyzing and evaluating data, policies and technical issues.
- Setting up systems for conducting analysis and compiling reports.
- Coordinating, developing and making presentations.
- Coordinating work of others.
- Conducting interviews and group meetings.
- Both verbal and written communication.

Ability to:

- Manage a team of experienced interdisciplinary professionals.
- Work in open, participatory, public forums of diverse opinions and values, educated debates and complex issues.
- Coordinate, plan and prioritize programs, projects and activities.
- Plan, assign, supervise, train and review the work of subordinates.
- Initiate and develop projects and programs.
- Apply knowledge to data, policy, and process analysis.
- Perform complex planning, research and analysis.
- Reach sound conclusions and make recommendations.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Formulate broad perspectives.
- Interpret planning and program objectives to groups and public.
- Bring together several viewpoints into a balanced position.
- Compile data and write clear and comprehensive reports.
- Maintain appropriate records.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 5–20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, occasional indoor/outdoor activities, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Long Range Planning Manager

JOB CODE: 26XXX
PAY GRADE: 26
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Directs development and administration of the Comprehensive Plan for the County's physical development. Develops long-term plans and policies and formulates recommendations related to capital improvement programs, County ordinances, and development regulations in the County's unincorporated areas, including the extraterritorial jurisdiction (ETJ) of municipalities. Directs the development of long range planning elements including transportation, land use, parks and open spaces, storm water management and water quality, and natural resources.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior management/Middle Management job family. Manages both professional staff and hired consultants working on projects related to the County's Comprehensive Plan. Coordinates with other implementing agencies and County departments, including the Commissioners Court and appointed citizen advisors. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Supervises program personnel, including assigning and reviewing work and overseeing department and employee goals and their implementation. Recommends hiring, training, terminating, and disciplining of employees as necessary.
- Directs current and long-range planning projects related to transportation, land development regulations, the Comprehensive Plan, the development of new County ordinances, and legislative initiatives.
- Coordinates economic development as it relates to planning issues.
- Reviews reports, makes recommendations on policy change requests and presents staff analysis and recommendations at County meetings.
- Answers questions regarding state statutes and County codes, providing supporting materials such as copies, maps, and letters as required.
- Prepares plans in accordance with state law, including timetables, County resolutions, public notices, service plans, analysis and recommendations, ordinances, and exhibits.
- Manages the compilation of demographic, economic and environmental data and makes projections and estimates.
- Maintains up-to-date knowledge of relevant laws and ordinances, including reading and responding to correspondence and technical reports. Prepares reports when necessary.
- Prepares and manages portions of annual departmental budget.
- Works with outside consultants to provide the information needed to conduct analysis and prepare reports.
- Directs the implementation elements of, and updates to the Comprehensive Plan including: the Transportation Plan; Parks and Open Space Plan and Land Use Plan.
- Directs and manages special planning projects.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Long Range Planning Manager

JOB CODE: 26XXX
PAY GRADE: 26
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

DUTIES AND RESPONSIBILITIES: (Cont.)

- Provides necessary information and reports to various other organizations, including the Commissioners Court and its subcommittee, advisory committees, technical committees and community groups.
- Oversees community development initiatives, including citizen outreach, communication plans, regional planning forums, and inter-agency task forces.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Urban and Regional Planning, Engineering, Public Policy/Administration, Business Administration or a directly related field AND seven (7) years increasingly responsible experience with transportation planning, strategic planning, policy analysis, and program development, including two (2) years senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
AICP (American Institute of Certified Planners) certified in urban and regional planning or obtainable within one (1) year from hire date.

Preferred:
Master's degree in Urban and Regional Planning, Engineering, Public Policy/Administration, Business Administration or a directly related field AND six (6) years of relevant experience, including two (2) years senior level supervisory or management experience;

Knowledge, Skills, and Abilities:
Knowledge of:

- Methods and practices of long range, advanced, comprehensive, urban and regional planning.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Modern advanced methods of planning research, data collection and analysis.
- Principles and techniques of planning.
- Supervisory principles, practices and techniques.
- Complex mathematical and analytical methods as used in planning.
- Strategic planning techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- Legislative processes.
- Community issues.
- Public administration and governmental agencies.
- Sources of information, current literature, and recent developments.
- Administrative and related business principles.
- Computer equipment to include word processing, spreadsheets, databases, statistical packages, project scheduling and management, presentation/graphics and related software applications.
- Business letter writing, grammar and punctuation, and report preparation.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Long Range Planning Manager

JOB CODE: 26XXX
PAY GRADE: 26
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS: (Cont.)

Skill in:

- Selecting, supervising, training, motivating and evaluating interdisciplinary professional employees.
- Developing comprehensive and long-range comprehensive plans in development of innovative solutions.
- Economic analysis, including cost/benefit and marginal analysis.
- Program planning, development and implementation.
- Statistical analysis and policy research.
- Leadership, collaboration and negotiation techniques.
- Problem solving and technical decision-making for developing effective solutions.
- Analyzing and evaluating data, policies and technical issues.
- Setting up systems for conducting analysis and compiling reports.
- Coordinating, developing and making presentations.
- Coordinating work of others.
- Conducting interviews and group meetings.
- Both verbal and written communication.

Ability to:

- Manage a team of experienced interdisciplinary professionals.
- Work in open, participatory, public forums of diverse opinions and values, educated debates and complex issues.
- Coordinate, plan and prioritize programs, projects and activities.
- Plan, assign, supervise, train and review the work of subordinates.
- Initiate and develop projects and programs.
- Apply knowledge to data, policy, and process analysis.
- Perform complex planning, research and analysis.
- Reach sound conclusions and make recommendations.
- Manage time well and perform multiple tasks, and organize diverse activities.
- Formulate broad perspectives.
- Interpret planning and program objectives to groups and public.
- Bring together several viewpoints into a balanced position.
- Compile data and write clear and comprehensive reports.
- Maintain appropriate records.
- Establish and maintain effective working relationships with departmental clientele, representatives of outside agencies, other County employees and officials, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 5–20 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, occasional indoor/outdoor activities, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Right of Way Program Manager

JOB CODE: 25518
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

JOB SUMMARY:

Oversees and directs the planning, budgeting, implementation, coordination, administration, and operation of activities, systems, projects, staffing, and programs of real estate-related functions – to include negotiation, consulting, and recommendations regarding leases, contracts, liability, purchases and sales of real property – for the County and department. Plans, manages, and supports acquisition of conservation and park land, right-of-way for maintenance and construction of infrastructure and public works projects, property sales, and condemnation via eminent domain.~~Provides planning and management for right-of-way transactions. Develops right-of-way acquisition schedules and budgets. Provides land acquisition information and support to numerous programs.~~

DISTINGUISHING CHARACTERISTICS:

~~This is the second in a series of two right-of-way-related job classifications within the Professional Support job family.~~ This classification is distinguished from other classifications, requiring ~~that requires~~ both ~~the~~ technical knowledge and managerial skills. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Develop, budget, implement, oversee, administer and evaluate codes, specifications, strategic plans, policies and procedures for countywide programs, projects and issues related to right-of-way and overall real estate.
- Manage complex and complicated real estate transactions to ensure they are completed timely, in compliance with all legal requirements, and minimize liability for the County.
- Serve as liaison between County personnel and property owners, consultants, attorneys, and/or developers. Interface with elected officials, senior management, departments, divisions, and outside agencies or firms involving County real estate projects, programs, and/or transactions.
- Review, approve, make presentations and recommend action to elected officials and senior management on purchase agreements, property sales, counter-offers, and cash-flow projections for real estate programs.
- Coordinate and direct real estate staff in preparation and review of appraisals, technical reports, contracts, leases, purchases, sales, and documentation activities to ensure accurate and appropriate work production. Determine fair market value of real property; analyze and evaluate real estate appraisals for accuracy and soundness.
- Coordinate and complete programs and projects with County and private sector engineers, attorneys, property owners, and outside developers, to ensure execution of best practices and limited liability for the County.
- Negotiate on behalf of the County with property owners, private attorneys, agencies, company officials, and developers on price, terms, and contract provisions in complicated and complex real estate transactions.
- Represent the County and department at business meetings, conferences, seminars, panels, and committees.
- Prepare real estate and right-of-way reports, contracts, legal documents, correspondence, consultant agreements, written analysis, negotiations and counter-offers. Review, edit and approve real estate contracts and documents.
- Prepare annual budget, cash flow, and work plan. Assist in the development of long-range County plans for related programs and projects. Develop, review and recommend budget expenditures for County projects.
- Coordinate all departmental actions for real estate agreements and contracts related to leases, property purchases and sales, licenses, and condemnation proceedings to ensure compliance with County, legal, and regulatory guidelines. Provide guidance, review, analysis, and real estate legal and property development insight to County Attorney for support in condemnation cases.
- Provide land acquisition or disposition support, information, and guidelines to environmental professionals, transportation planners, engineers, County departments, and other agencies. Develop standard protocol for coordinating title curative issues, project analysis, and work-flow processes.
- Supervise support staff, evaluate staff job performance. Coordinate, prioritize, schedule & assign resources;

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Right of Way Program Manager

JOB CODE: 25518
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

authorize staff productive and non-productive work hours; orient and train staff.

- Perform other job-related duties as appropriate or assigned.
- ~~Manages, develops, implements, oversees, and administers projects, budgets, codes, specifications, strategic plans, policies and procedures for countywide programs, projects and issues. Develops and implements techniques for evaluating program activities. Identifies the need to revise program areas.~~
- ~~Supervises support staff, evaluates staff job performance and coordinates, prioritizes, schedules and assignments authorizes staff productive and non-productive work hours. Orients and trains staff.~~
- ~~Evaluates, analyzes, and provides written recommendations regarding right-of-way transactions.~~
- ~~Represents the department at business meetings, conferences, seminars, panels and committees.~~
- ~~Acts as liaison on right-of-way matters. Performs County, interlocal and code enforcement coordination. Advises County staff, citizens and other agencies and consultants on matters relevant to County programs and projects. Resolves problems.~~
- ~~Prepares right-of-way reports, contracts, legal documents, correspondence, consultant agreements, written analysis, negotiations and counter-offers. Reviews, edits and approves real estate contracts and documents.~~
- ~~Prepares annual budget, cash flow, and work plan. Assists in the development of long range County plan for related programs and projects. Develops, reviews and recommends budget expenditures for County projects.~~
- ~~Provides guidance, review, analysis, and real estate legal insight to County Attorney for support in condemnation cases.~~
- ~~Provides land acquisition support, information, and guides to transportation planners, engineers, County departments, and other agencies.~~
- ~~Performs other job-related duties as assigned.~~

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Business Administration, Finance, Real Estate or Public Administration or a directly related field applicable to real estate practices AND five (5) years experience in complex real estate-related activities ~~acquisition, or related,~~ including three (3) years for a government, and ~~one~~two (~~1~~2) years of ~~mid- to~~ senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
~~Current State of Texas Real Estate License~~Real Estate licensure by the Texas Real Estate Commission.

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:
Knowledge of:

- Federal and State real estate legal procedures, laws, and techniques for the acquisition of property.
- Acquisition of right-of-way under the threat of condemnation; applicable Federal and State laws, rules, regulations and guidelines related to real estate and right-of-way acquisition policies, procedures, processes, and requirements.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Right of Way Program Manager

JOB CODE: 25518
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/09

- ~~Phases of right-of-way acquisition process.~~
- ~~State right-of-way acquisition policies and procedures.~~
- ~~State and Federal acquisition requirements.~~
- Eminent Domain laws and appraisal and development land planning theori~~es~~y, principles, practices, and techniques.
- ~~Land planning and appraisal techniques and guidelines.~~
- Real estate markets, research work, eminent domain procedures, deed and tract restrictions, easements, property descriptions, survey field notes and title curative procedures.
- Standard theory, principles, practices and techniques.
- Federal, State, and Local~~, and County~~ standard legal practices and principles for public purchase of conservation preserve land. ~~applicable laws, rules, regulations and guidelines~~.
- Budget preparation and office management.
- Computer equipment to include word processing, spreadsheets, databases and ~~a variety of~~other software ~~packages~~.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Supervisory/management issues, including planning, motivating and managing teams.
- Analyzing and interpreting real estate valuation, appraisal theory and title issues.
- Advanced negotiation techniques and styles; particularly as related to ~~R~~real ~~estate negotiations~~ and eminent domain law..
- Interacting with all levels of management, employees, multiple outside agencies, and outside contractors.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and decision-making.
- Accomplished ~~P~~public speaking and effective content delivery.
- ~~Both~~Accurate, precise, persuasive, and advanced verbal and written communication.

Ability to:

- Manage time well, perform and prioritize multiple tasks, organize and plan diverse activities, and manage regular interruptions.~~.~~
- Meet deadlines and produce projects in a timely manner while working on several projects ~~at once~~simultaneously.
- Work as a team member and leader within a highly diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums, ~~or~~ reports, and complex contracts.
- Establish and maintain effective working relationships with County employees and officials, engineers, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-25 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to driving, standing, walking, carrying, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Real Estate Division Manager

JOB CODE: 25XXX
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Oversees and directs the planning, budgeting, implementation, coordination, administration, and operation of activities, systems, projects, staffing, and programs of real estate-related functions – to include negotiation, consulting, and recommendations regarding leases, contracts, liability, purchases and sales of real property – for the County and department. Plans, manages, and supports acquisition of conservation and park land, right-of-way for maintenance and construction of infrastructure and public works projects, property sales, and condemnation via eminent domain.

DISTINGUISHING CHARACTERISTICS:

This classification is distinguished from other classifications, requiring both technical knowledge and managerial skills. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Develop, budget, implement, oversee, administer and evaluate codes, specifications, strategic plans, policies and procedures for countywide programs, projects and issues related to right-of-way and overall real estate.
- Manage complex and complicated real estate transactions to ensure they are completed timely, in compliance with all legal requirements, and minimize liability for the County.
- Serve as liaison between County personnel and property owners, consultants, attorneys, and/or developers. Interface with elected officials, senior management, departments, divisions, and outside agencies or firms involving County real estate projects, programs, and/or transactions.
- Review, approve, make presentations and recommend action to elected officials and senior management on purchase agreements, property sales, counter-offers, and cash-flow projections for real estate programs.
- Coordinate and direct real estate staff in preparation and review of appraisals, technical reports, contracts, leases, purchases, sales, and documentation activities to ensure accurate and appropriate work production. Determine fair market value of real property; analyze and evaluate real estate appraisals for accuracy and soundness.
- Coordinate and complete programs and projects with County and private sector engineers, attorneys, property owners, and outside developers, to ensure execution of best practices and limited liability for the County.
- Negotiate on behalf of the County with property owners, private attorneys, agencies, company officials, and developers on price, terms, and contract provisions in complicated and complex real estate transactions.
- Represent the County and department at business meetings, conferences, seminars, panels, and committees.
- Prepare real estate and right-of-way reports, contracts, legal documents, correspondence, consultant agreements, written analysis, negotiations and counter-offers. Review, edit and approve real estate contracts and documents.
- Prepare annual budget, cash flow, and work plan. Assist in the development of long-range County plans for related programs and projects. Develop, review and recommend budget expenditures for County projects.
- Coordinate all departmental actions for real estate agreements and contracts related to leases, property purchases and sales, licenses, and condemnation proceedings to ensure compliance with County, legal, and regulatory guidelines. Provide guidance, review, analysis, and real estate legal and property development insight to County Attorney for support in condemnation cases.
- Provide land acquisition or disposition support, information, and guidelines to environmental professionals, transportation planners, engineers, County departments, and other agencies. Develop standard protocol for coordinating title curative issues, project analysis, and work-flow processes.
- Supervise support staff, evaluate staff job performance. Coordinate, prioritize, schedule & assign resources; authorize staff productive and non-productive work hours; orient and train staff.
- Perform other job-related duties as appropriate or assigned.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Real Estate Division Manager

JOB CODE: 25XXX
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Business Administration, Finance, Real Estate or Public Administration or a directly related field applicable to real estate practices AND five (5) years experience in complex real estate-related activities, including three (3) years for a government, and two (2) years of senior level supervisory or management experience;

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Valid Texas Driver's License.

Preferred:
Real Estate licensure by the Texas Real Estate Commission.

MINIMUM REQUIREMENTS: (Cont.)

Knowledge, Skills, and Abilities:
Knowledge of:

- Federal and State real estate legal procedures, laws, and techniques for the acquisition of property.
- Acquisition of right-of-way under the threat of condemnation; applicable Federal and State laws, rules, regulations and guidelines related to real estate and right-of-way acquisition policies, procedures, processes, and requirements.
- Eminent Domain laws and appraisal and development land planning theory, principles, practices, and techniques.
- Real estate markets, research work, eminent domain procedures, deed and tract restrictions, easements, property descriptions, survey field notes and title curative procedures.
- Standard theory, principles, practices and techniques.
- Federal, State, and Local standard legal practices and principles for public purchase of conservation preserve land..
- Budget preparation and office management.
- Computer equipment to include word processing, spreadsheets, databases and other software.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Supervisory/management issues, including planning, motivating and managing teams.
- Analyzing and interpreting real estate valuation, appraisal theory and title issues.
- Advanced negotiation techniques and styles; particularly as related to real and eminent domain law..
- Interacting with all levels of management, employees, multiple outside agencies, and outside contractors.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and decision-making.
- Accomplished public speaking and effective content delivery.
- Accurate, precise, persuasive, and advanced verbal and written communication.

Ability to:

- Manage time well, perform and prioritize multiple tasks, organize and plan diverse activities, and manage regular interruptions.
- Meet deadlines and produce projects in a timely manner while working on several projects simultaneously.
- Work as a team member and leader within a highly diverse organization.
- Research, compile, analyze, interpret and prepare a variety of memorandums, reports, and complex contracts.
- Establish and maintain effective working relationships with County employees and officials, engineers, representatives of outside agencies, and the general public.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Real Estate Division Manager

JOB CODE: 25XXX
PAY GRADE: 25
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 20-25 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to driving, standing, walking, carrying, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions.

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Assistant Public Works Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

JOB SUMMARY:

Under the direction and Professional Engineer license of the Public Works Director, assists in planning, organizing, reviewing and evaluating activities, functions and operations of the Capital Improvements Program CIP), OR the Road and Bridge Maintenance (RM) and Traffic Program.

DISTINGUISHING CHARACTERISTICS:

This is a job classification within the Senior Management/Middle Management job family. This classification may require a flexible work schedule in order to meet the needs of the department.

DUTIES AND RESPONSIBILITIES:

- Uses a strategic planning process in support of the annual work plan to organize, review and evaluate the activities, functions and operations of the assigned Program, including project management, survey and construction inspection, and leadership to an interdisciplinary group of professional level managers, technical and administrative staff for the assigned Program.
- Directs, develops and monitors policies and operating procedures directly related to program area. Implements, communicates and effectively uses resources and departments, agencies and organizations to accomplish goals and objectives of the department and division. Responsible for development of processes and maintaining day-to-day operations for budget and fiscal operations, capital and human resources. Develops and deploys management systems that optimize resource utilization.
- Determines staffing requirements and makes recommendations for hiring accordingly.
- Coordinates and works closely with officials, department heads, multiple outside suppliers, other County staff and outside agencies. May negotiate with private professional consultant firms for outsourcing work.
- Develops, manages and controls division's work programs, schedules, budgets and personnel. Plans future budgetary requirements for the Program. Purchases, monitors and maintains fixed assets common to the Program. Evaluates and reports on Program performance. Prepares process analyses and uses statistical process controls to continually improve quality of processes and output.
- Monitors and oversees that services delivered are in compliance with applicable laws, rules, regulations and applicable standards and procedures established by the State, Commissioners Court and the department.
- Develops and monitors policies and operating procedures related to the Program. Implements, communicates and effectively utilizes department policies and procedures. Coordinates with other division directors, departments, agencies and organizations to accomplish division/department goals and objectives.
- Negotiates and oversees service contracts and supplemental agreements and services assuring financial integrity.
- Analyzes division program initiatives, determines strategies, prioritizes implementation and ensures high quality delivery through appropriate tracking and feedback processes. Defines, prioritizes, schedules and monitors multiple operations projects, developing and maintaining comprehensive project plans/schedules. Reviews and analyzes annual contract deliverables. Develops project resource strategies, allocating budget, staff, and tools necessary for implementation of projects. Reports metrics and service deliverables to ensure quality and satisfaction.
- Supervises professional, technical and administrative support staff, evaluates staff job performance. Coordinates schedules and assignments. Authorizes staff productive and non-productive work hours. Confers with and advises staff on problems related to the design, operation, interpretation and compliance of systems.
- Analyzes and responds to difficult inquires, grievances and complaints.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Assistant Public Works Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

DUTIES AND RESPONSIBILITIES (Cont.)

- Serves as liaison with State and Federal authorities and other Local organizations to ensure coordination. Serves as key liaison between TNR Assistant Director, County Executive, Commissioners Court and operations staff. Works with peers from across the County on common issues. Develops relationships with professional organizations, peer groups and industry trade groups to stay current on practices.
- Represents the County by attending meetings, community meetings, seminars, conferences and professional association meetings. Participates in private organizations and participates serves on related committees.
- Performs other job-related duties as assigned.

MINIMUM REQUIREMENTS:

Education and Experience:
Bachelor's degree in Civil Engineering AND seven (7) years of directly related, increasingly responsible senior level management experience, including four (4) years of mid- to senior level supervisory/management or project management experience.

OR,

Any combination of education and experience that has been achieved and is equivalent to the stated education and experience and required knowledge, skills, and abilities sufficient to successfully perform the duties and responsibilities of this job.

Licenses, Registrations, Certifications, or Special Requirements:
Incumbents to CIP position must be licensed to practice as a Professional Engineer (P.E.) in the State of Texas issued by the Texas Board of Professional Engineers. If licensed in another state, must acquire license reciprocity in the State of Texas within six (6) months of date of hire.
Valid Texas Driver's License.

Preferred:

Master's degree in Civil engineering or a directly related field.

Knowledge, Skills, and Abilities:
Knowledge of:

- Standard management theory, principles, practices, and techniques.
- Federal, State, Local and County applicable laws, rules, regulations and guidelines.
- State, Federal, County and Local regulatory or administrative requirements and practices.
- Principles and practices, programs, systems, methods and techniques of municipal public works, including planning, design, construction, operation and maintenance.
- Technical, legal, financial and public relation problems involved in the conduct of a municipal public works program.
- Principles of project management, including scheduling, estimating, contracts and budgeting.
- Theory, principles, practices and methods of state and local public engineering, construction, street maintenance and contract administration.
- Budgetary and fiscal process.
- Supervisory principles, practices and techniques.
- Online computer searches.
- Computer equipment to include word processing, windows, spreadsheets, databases and a variety of software packages.
- Business letter writing, grammar and punctuation, and report preparation.

Skill in:

- Improving seamless customer service delivery.
- Building and maintaining strong relationships with the community, employees and other agencies.

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Assistant Public Works Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

Education and Experience: (Cont.)
Skill in: (Cont.)

- Analyzing and evaluating complex data and reports.
- Contract compliance and dispute resolution.
- Supervisory principles, practices and techniques.
- Explaining complicated technical problems in simple non-technical language.
- Problem-solving and technical decision-making for developing effective solutions.
- Work design, time management, facilitation and managing budgets.
- Resolving leadership/management issues, including planning and managing teams.
- Planning and coordinating work activities.
- Researching, analyzing, compiling, preparing and presenting technical data/information and reports.
- Problem-solving and decision-making.
- Public speaking and content delivery.
- Conflict resolution and community relations.
- Both verbal and written communication.

Ability to:

- Work independently or as a team member within a diverse organization.
- Plan, organize, prioritize needs, develop and implement plans of action, and effectively direct programs.
- Coach, mentor and motivate staff.
- Perform technical research, calculations and computations, and prepare plans and reports.
- Convey complex ideas and concepts verbally and in writing.
- Plan, assign, supervise, train and review the work of professional, technical and support staff members.
- Read and understand basic legal documents.
- Interpret plans, specifications, standards, policies, procedures and regulatory codes.
- Exercise sound judgment and make decisions even where there is uncertainty.
- Manage time well, work on a wide variety of tasks simultaneously, organize diverse activities, and produce timely and tangible results
- Anticipate future requirements, and research and analyze emerging programs.
- Conduct and prepare feasibility studies.
- Develop proposals including estimates for resource usage.
- Respond to inquiries from customers, regulatory agencies, or members of the professional community.
- Perform in a fast-paced and stressful environment while maintaining a professional manner.
- Make appropriate and effective public presentations.
- Establish and maintain effective working relationships with County employees and officials, developers, engineers, contractors, representatives of outside agencies, and the general public.

WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Physical requirements include the ability to lift/carry up to 10-60 pounds occasionally, visual acuity, speech and hearing, hand and eye coordination and manual dexterity necessary to operate a computer and office equipment. Subject to standing, walking, sitting, repetitive motion, reaching, climbing stairs, bending, stooping, kneeling, crouching, crawling, pushing, pulling, balancing, client/customer contact, squatting to perform the essential functions. Subject to contact with noise, vibration, fumes, foul odor, dirt, dust, mist, gases, and poor ventilation, parts, and tools or machinery. Requires use of protective devices such as masks, goggles, and gloves. Requires fieldwork, and exposure to traffic, public work development sites, construction site hazards, climbing and walking and traveling over rough, uneven, mud, rocky, high grass terrain, and indoors/outdoors in all types of weather (excessive heat and cold).

TRAVIS COUNTY JOB DESCRIPTION

JOB TITLE: Assistant Public Works Director

JOB CODE: 29XXX
PAY GRADE: 29
FLSA STATUS: Exempt
LAST REVISED: 10/01/12

This job description is intended to be generic in nature. It is not necessarily an exhaustive list of all duties and responsibilities. The essential duties, functions and responsibilities and overtime eligibility may vary based on the specific tasks assigned to the position.

Item 12

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 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 Fiscal Year 2013 Budget Rules.

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:

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.

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, Assistant Budget Director

DATE: September 20, 2012

RE: Consider and Take Appropriate Action on Fiscal Year 2013 Budget Rules

Since presenting the proposed changes to the Fiscal Year 2013 Budget Rules to Commissioners Court on September 11, 2012, PBO has received final comments from county offices and departments. PBO has incorporated those changes that better clarify the language in the rules and capture the changes in terminology and business processes that resulted from the switch to the new SAP financial system.

Changes Being Proposed

In addition to the changes that were originally outlined on September 11th (list attached), the following three changes are also included in this final version of the FY 13 Budget Rules based on recommendations from the County Attorney's Office and the County Auditor's Office.

1. A new type of budget adjustment (New Budget Adjustment) has been added. The "New Budget Adjustment" will be used when new intergovernmental contract revenue and other revenue from a new source (i.e., donations) that are not included in the budget for the fiscal year are certified. The budget adjustment that establishes the new revenue and new expenditure budget will be placed on the Commissioners Court's budget amendments and transfers agenda item for approval by Court. New revenue related to new grant contracts is addressed through the existing grant approval process.
2. Appendix 4 relating to Jury Sequestration has been revised to add the County Treasurer in the authorization to conform the language to the practice.
3. Original proposed change (second bullet) relating to court-related expenditures, has been revised because in SAP all court-related expenditure commitment items are in one budget control group. This means that transfers among these commitment items are not required.

Plan for Major Review of Budget Rules for Fiscal Year 2014

Over the past several years, the budget rules have been updated and revised as needed. However, with the major changes occurring with the financial system that will continue through FY 13 (including implementation of a payroll module and the possible implementation of a budget module some time thereafter), PBO is planning a major review of the budget rules for FY 14.

PBO will work with the County Auditor's Office and the County Attorney's Office as well as a variety of county offices and departments beginning in early 2013. The review will be comprehensive and should result in an improved document.

Action Requested

PBO recommends Commissioners Court approval of the FY 2013 Budget Rules.

cc: Leslie Browder, Jessica Rio, Leroy Nellis, Travis Gatlin, Chris Broussard, Jeremy Broadhead, Analysts, PBO
Nicki Riley, Jose Palacios, Dede Bell, Robyn Wright, David Jungerman, County Auditor's Office
Elected & Appointed Officials
Financial Staff

Original Proposed Changes, September 1, 2012

- Added language to Budget Rule #6, page 14, regarding the manner in which the County Attorney's Office hires Law Clerks to avoid delays when the office combines two 0.5 FTE positions into one full-time position once the new SAP payroll system is implemented.
- Added language to Exceptions to Budget Rule #4, page 9, addressing the District Attorney's Office and other courts-related departments' ability to automatically transfer budget from the court-related commitment items to other court-related commitment items that are not included in the court-related budget control group.
- Updated the benefits rates and indirect cost rates charts with the figures that were already approved by Commissioners Court for FY 2013.
- Switched budget rules #4 and #5 so that the discussion of "automatic" budget adjustments is budget rule #4 and budget rule #5 addresses budget adjustments that do not meet the criteria to be considered an "automatic" budget adjustment.
- Revised the Grants appendix including the Grant Summary Sheet to make it more reader-friendly.
- Revised all the references to departments and line items to match the SAP terminology (fund centers, commitment items) and to update processes that are automatically done in SAP so no longer need a specific rule or exception.
- Revised the Travel appendix to conform to the latest state and federal travel rules.

Updated 9/20/12, 4:00 p.m.

Travis County Budget Rules
Fiscal Year 2013

Planning & Budget Office
700 Lavaca Street, Suite 1560
Austin, Texas 78701

FY 2013 TRAVIS COUNTY BUDGET RULES
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INTRODUCTION

The Fiscal Year 2013 budget rules and policies were adopted by the Travis County Commissioners Court on September 25, 2012. The rules and policies are adopted to ensure that the implementation of the budget is consistent with Commissioners Court policy and applicable laws.

The Planning and Budget Office (PBO) and the County Auditor's Office work together every year to ensure that this document is a useful reference guide. This year will be the first full year that the County will be using the new SAP financial system. This document has been revised to reflect the new SAP terminology. In addition, with the conversion to the new SAP payroll system during Fiscal Year 2013, sections of this document regarding payroll and personnel will include both the legacy system terminology and the new SAP payroll system terminology.

There are no major changes to the FY 13 Budget Rules. However, there are many changes that clarify the rules and make them more reader-friendly. The following are the most significant changes to the FY 13 Budget Rules:

- Added language to budget rule 6, page 14, regarding the manner in which the County Attorney's Office hires Law Clerks to avoid delays when the office combines two 0.5 FTE positions into one full-time position once the new SAP payroll system is implemented.
- Added language to budget rule 4, page 9, addresses the ability of the District Attorney's Office and other courts-related departments to automatically transfer budget from the court-related commitment items to other court-related commitment items that are not included in the court-related budget control group.
- Updated benefits rates and indirect cost rates with the amounts that were already approved by Commissioners Court for FY 2013.
- Switched budget rules #4 and #5 so that the discussion of "automatic" budget adjustments is budget rule #4 and budget rule #5 addresses budget adjustments that do not meet the criteria to be considered an "automatic" budget adjustment.
- Revised the Grants appendix including the Grant Summary Sheet to make it more reader-friendly.
- Revised all the references to departments and line items to match the SAP terminology (fund centers, commitment items) and to update processes that are automatically done in SAP so a specific rule or exception is no longer needed.
- Revised the Travel appendix to comport with the latest state and federal travel rules.

BUDGET RULES

⇨ Rule #1. The Travis County Budget Order Is the Sole and Complete Authority.

The Travis County Budget Order is the sole and complete authority during Travis County Fiscal Year 2013 for expenditure of County funds and for the use of those County resources that are subject to appropriation by the Travis County Commissioners Court.

⇨ Rule #2. Expenditures in Excess of Budget Are Prohibited.

FY 2013 expenditures and contractual obligations in excess of the amount authorized in an office's or department's budget are prohibited. Offices and departments cannot expend more funds in any budget control group than the amount adopted in the budget. If additional funding is sought, the office or department must have the budget amended.

The Commissioners Court grants offices and departments significant flexibility in managing the Maintenance and Operations (M&O) funds that are appropriated as long as the office or department does not exceed its total M&O budget. Expenditures and contractual obligations in excess of the amount authorized in an office's or department's budget are prohibited.

The Commissioners Court does not intend to fund budget shortfalls retroactively from its Reserves. An office or department that incurs an expenditure for which it does not have sufficient funds must reallocate funds internally to cover the shortfall. This may require actions as extreme as reducing personnel. Mandated services must be given highest priority for existing internal funding.

⇨ Rule #3. Budget Control Is Authorized at the Office or Department Level. Budget Is Managed at the Budget Control Group Level.

The FY 13 budget is adopted and controlled at the office or department level. Throughout the year, the budget is managed at the department's/office's budget control group. A budget control group is defined as one or more similar accounts or fund centers (cost centers) that are grouped together. Under SAP, for accounts or fund centers that are within the same budget control group, transfers between accounts/fund centers will not be necessary.

Budget Adjustments:

A budget adjustment is required for any proposed changes to the budget across budget control groups or departments/offices. An elected or appointed official, county executive or an authorized employee must approve the submission of the budget adjustment. Appendix 1 ("Budget Authority Responsibility") of this document lists the title of the elected/appointed official, county executive or department head who may authorize

expenditures, budget adjustments, or financial system access for their office(s) or department(s) budget(s).

County or district elected/appointed officials or county executives that wish to designate employees in their offices or departments to execute Personnel Action Forms, Expenditure Requisitions, and Budget Adjustments, and to provide financial system access on their behalf must provide written notification identifying the employee and the designated authority to PBO, the County Auditor, the County Treasurer, the Purchasing Office and the Human Resources Management Department (HRMD). The authority will be recognized upon receipt of the written notification.

Budget adjustments are not allowed to or from fund centers designated as Capital Acquisition Resources (CAR) Account to fund centers outside of CAR. The CAR account is used for many capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than $5,000. Any request for an exception would require Commissioners Court approval.

Except for paper adjustments as determined by the County Auditor or PBO (such as current LCRA Fund Transfers approved quarterly by Court), offices and departments process all adjustments through SAP. Instructions for using SAP are available at the TCSAP Help internal website.

⇨ Rule #4: Automatic Budget Adjustments Must Meet Specific Criteria:

Local Government Code Section 111.070 (c) (2) allows the Commissioners Court to authorize PBO to process budget adjustments and send them directly to the County Auditor's Office for auditing and updating to the financial system, consistent with Commissioners Court statutory authority, without further approval subject to the terms and conditions approved by the Commissioners Court.

The Commissioners Court has authorized PBO to approve transfers if they involve moving money within an office or department's current budget, and they meet the following criteria:

1. Do not involve any reserve commitment item within a fund or office or department, save for arbitrage rebate disbursements as established in the exception to Budget Rule #7, unless the Commissioners Court voted to approve the transfer as an automatic budget adjustment;

2. Do not move monies between funds (a reclassification of expenditures may be warranted in these special cases);

3. Do not use CAR, Certificates of Obligation, State Highway Bonds or Voter Approved Bond funds to purchase items or execute projects: a) not already approved by the Commissioners Court; or b) in a manner that is not consistent

with applicable bond covenants or Certificate of Obligation transcripts as well as the language in the corresponding Official Statements (where applicable);

4. Do not move funds out of a budget control group that PBO believes may have insufficient funding to meet the obligations of the office or department through the remainder of the fiscal year;

5. Do not move funds out of a central budget control group or commitment item (see Appendix 2);

6. Do not move funds into or out of the Wellness Clinic Fund Center in the Employee Health Benefits Fund;

7. Do not move funds from a Hospitalization commitment item (506030) except to another Hospitalization commitment item;

8. Do not move funds out of "operating transfers" (590000-595999), with the exception of County Contribution to Grants (595010) without Commissioners Court approval;

9. Do not move funds from programs that have received significant additional resources in the last few years. Funds may be moved within these programs without Commissioners Court approval, but no funds can be moved from these programs without Commissioners Court approval;

10. Do not involve moving funds from the following budget control groups (unless allowed by the exception noted below):

    Utilities - 511460-511480

    Rent-Building & Land - 511630

    Sheriff Medical and Other Services:
    #511800—Housing Prisoners

    Combination of Fund Centers & Commitment Item:
    Fund Centers 1370170001 TCSO Med Svcs Drugs/Pharmaceuticals-GF
    1370480001 TCSO Medical Svs Pharmacy-GF
    1370490001 TCSO Medical Svs Contracted Med Svs-GF
    1370500001 TCSO Medical Svs Dentist-GF
    Commitment Items: 511020 to 511120

    Court and Law Enforcement Related Expenditures – 514000-514999

    Salaries-Elected/Appointed Officials – 500010-500020
    Salaries-County Executives – 500030-500040

Salaries-Regular Employees – 500050-500060
Salaries-Associate Judges – 500090-500100
Salaries-POPS – 501010-501020
Overtime – 502010
Longevity Pay-All Employees – 503010
Longevity Pay-Prosecutors – 503020
Law Enforcement Additional Pay – 503030-503060
Performance Pay – 503090
Standard Benefits – 506010-506060

Note: County Executives that oversee multiple departments are authorized to move funds between those departments in accordance with the budget rules in this document.

Exceptions to Budget Rule #4:

1. If documentation of a slot vacancy, such as a slot number (or position number in the Payroll module of SAP) that PBO has verified as vacant, accompanies budget adjustments, offices and departments can automatically move funds within their office or department. Upon PBO review of departmental justification, budget may be moved from:

   Salaries - Regular Employees and Standard Benefits – 500050-500060 and 506010-506060,
   Salaries - POPS and Standard Benefits – 501010-501020 and 506010-506060, or
   Salaries – Associate Judges and Standard Benefits – 500090-500100 and 506010-506060.

if the adjustment involves moving them to:

a) The same commitment items in a different fund center when a slot is reassigned to another fund center;

b) Salaries-Temporary Employees - 500070 to temporarily fill a vacant regular position;

c) The Services budget control group commitment items 511950, 511120, 511040, and 511050 to temporarily fill a vacant regular position;

d) Overtime – 502010, for employees performing the duties of positions that are vacant;

e) Salaries - Visiting Judges – 500080, if backfilling for a vacant Judge position;

f) Corrections medical services, nursing services and pharmaceuticals (commitment items 511020-511120 among fund centers 1370470001 to 137051001).

PBO may not recommend a budget adjustment from regular salaries (500050), POPS salaries (501010), or associate judges salaries (500090) to an operating commitment item unless the expenditure is for corrections medical services, nursing service, Juvenile Probation services, advertising for vacant slots in departments or offices that currently advertise independently of HRMD, or for contracted services while the position is being recruited or there exists a reason for the transfer that is related to the core duties of that office or department (not an increase in programmatic scope).

2. An automatic transfer can be executed that moves funds from Performance Pay (503090) to salary budget control groups based on approved compensation awards. However, sufficient funds must exist in the budget control group from which funds are moved to accommodate expenditures for the remainder of the fiscal year.

3. If the funds requested to be moved are from Grants and/or Bond funds, and the change is allowed by the grantor and/or bond provisions, then the transfer may be treated as an automatic adjustment.

4. Automatic transfers may be executed that move funds for approved grant matches between Funds Management and Grants Management SAP modules that result in a net impact of zero for the office or department.

5. Funds may be moved automatically to accommodate changes among budget control groups related to interlocal agreements.

6. Funds may be transferred to Overtime (502010) to cover unusual situations as defined in Budget Rule #6, Overtime.

7. If an office or department provides documentation of a change in duty rotation from one fund center to another within an office or department, personnel budget adjustments can be made as automatic to reflect the move.

8. If an office or department is transferring from a cell phone commitment item to a Standard Benefit commitment item to implement a cell phone allowance within an office or department, budget adjustments can be treated as automatic.

Automatic budget adjustments may also be processed at PBO's discretion to:

a) correct administrative or technical errors.

b) correct projected negative balances in personnel budget control groups.

c) process adjustments directed by Commissioners Court to be handled as automatic budget adjustments.

d) correct errors to budget adjustments previously submitted to and approved by Commissioners Court if the Court's intent in approving the transfer is clearly documented and the correction is consistent with that intent.

e) process an adjustment relating to a centrally budgeted commitment item or in other cases where one department procures a service or item on behalf of another department. These inter-departmental budget adjustments must adhere to the guidelines outlined above for all automatic budget adjustments.

Automatic budget adjustments are generally processed in two working days from receipt by PBO to allow for PBO review (24 hours) and County Auditor's Office auditing and system update (24 hours). Budget adjustments may take longer if there are any questions or issues that arise during the review process.

⇨ Rule #5. Budget Adjustments That Do Not Meet the Criteria to be Considered Automatic Must Be Properly Authorized and Submitted for Action by Commissioners Court.

Budget adjustments that are not considered automatic budget adjustments as described in Budget Rule #4 must be approved by Commissioners Court. These adjustments generally involve moving funds from one budget control group to another, augmenting a budget with funding from Reserves, establishing a new budget, and changing the approved capital list.

Budget adjustments for expenditures must not create a commitment for which there is no appropriation. That is, they must not:

1. Result in insufficient funding to meet the office's or department's obligations during the remainder of the fiscal year;
2. Commit the County to additional funding in the next fiscal year; or
3. Use either one-time funding or one-time savings for on-going commitments.

To expedite the process associated with a program change, a new grant, or any other items that affect the budget and require discussion with Commissioners Court, please work with your PBO analyst to make sure the appropriate budget adjustment is on the same Commissioners Court session as the agenda item proposing the program change, or new grant, or other item.

Budget adjustments that require Commissioners Court approval (transfers, amendments, discussion items, new budget, and other budget adjustments) must be submitted to PBO by Thursday at 5:00 PM, at least 12 days before the Commissioners Court voting session during which they are to be considered. Budget adjustments that require County Attorney, County Auditor and/or Bond Counsel

review (such as those related to Certificates of Obligation or bond funds) should be submitted earlier to ensure sufficient time for review prior to Commissioners Court action.

To allow requests for budget adjustments to be placed on the agenda at the earliest possible time, office or department requests for budget adjustments must be submitted to PBO with sufficient documentation of all issues involved. Lack of sufficient back-up information may delay the posting of the item.

In emergencies, the County Executive for PBO or the PBO Budget Director may schedule a transfer, amendment, or discussion item as an add-on budget adjustment. Add-on budget adjustments can be placed on the agenda no later than 72 hours before the item is to appear before Commissioners Court, or the Friday before the Tuesday that the item is to appear on the Commissioners Court's agenda.

Budget adjustments that PBO posts for a Commissioners Court voting session require approval by Commissioners Court before they are audited and updated by the County Auditor's Office. The types of budget adjustments that need Commissioners Court approval are described below.

Transfer Budget Adjustments. Transfers are intra-office or intra-department (i.e., within an office or department) budget adjustments that do not meet the criteria for an automatic budget adjustment outlined in Budget Rule #4. If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Transfers. If PBO does not concur or if there are issues that need to be discussed with Commissioners Court, PBO places the budget adjustment on the Commissioners Court agenda as Discussion items.

Transfer budget adjustments also include modifications to the adopted capital projects or purchases list regardless of the need to move the funds to another account.

Amendment Budget Adjustments. Amendments are budget adjustments involving the movement of funds from any reserve account to an office or department expenditure commitment item or between offices and/or departments. Amendments include:

- Budget adjustments from any Allocated Reserve to an office or department operating commitment item.
- Budget adjustments from special fund reserves or from capital fund reserves.
- Budget adjustments between offices or departments that do not meet the criteria outlined under Budget Rule #4 for automatic budget adjustments.
- Budget augmentations that occur after the beginning of the fiscal year:
    a. if the Commissioners Court indicated during the budget mark-up process that the proposal was not yet fully developed and should be considered for funding from Allocated Reserve or CAR Reserve or

b. if they are of an emergency nature, funding cannot be identified internally, and it cannot be delayed until the following fiscal year without a very significant negative impact on the office or department or its services.

If PBO concurs with these items, PBO places them on the Commissioners Court agenda as Amendments. If not, or if there are issues that need to be discussed with Commissioners Court, PBO places them on the Commissioners Court agenda as Discussion items.

Discussion Budget Adjustments. Budget adjustments become discussion items on the Commissioners Court agenda when PBO determines that the request warrants further consideration. These items could fall into the category of Automatic Budget Adjustments, Transfers, or Amendments. Typically, these are items that do not have PBO's concurrence.

Discussion items include items that have any of the following characteristics:

- appear to be a programmatic change not consistent with Court policy;
- warrant further consideration due to the office's or department's or County's financial condition;
- raise issues which may need additional programmatic or policy review before a decision is made, including setting a precedent.

New Budget Adjustments. Budget adjustments that establish a new budget related to new revenue that is not included in the Adopted Budget must be approved by Commissioners Court.

Grants: Commissioners Court approval for a new budget related to a grant is handled through the grant contract approval process discussed later in these rules.

Intergovernmental Contracts: Budget adjustments submitted by an office or department that establish a new revenue and new expenditure budget must include as an electronic attachment, the revenue certification memo from the County Auditor's Office and the date and agenda item number under which Commissioners Court approved the intergovernmental contract. PBO will place new budget adjustments on the next budget amendment and transfers agenda item for Commissioners Court approval.

New Source of Unanticipated Revenue (e.g., Donations): Budget adjustments submitted by an office or department that establish a new revenue and new expenditure budget must include as an electronic attachment, the revenue certification memo from the County Auditor's Office and the date and agenda item number under which Commissioners Court approved the acceptance of the new source of unanticipated revenue (e.g., donation). PBO will place new budget adjustments on the next budget amendment and transfers agenda item for Commissioners Court approval.

Other Budget Adjustments. Other budget adjustments include the creation or change in the number of Permanent or Special Project Temporary slots in an office or department, regardless of the need to move or augment the budget.

Any other issues that PBO believes should be considered by the Commissioners Court that do not fall within the automatic, transfer, amendment or discussion categories are placed under this category.

⇨ Rule #6. An Office's or Department's Personnel Commitments on an Annualized Basis May Not Exceed the Amount Appropriated in the Budget.

Offices or departments are responsible for making overall hiring decisions as well as other personnel decisions such as internal POPs and non-POPs promotions and career ladders within the total appropriation in the personnel commitment items and budget control groups in the budget and are encouraged to regularly monitor the status of the personnel budget.

Offices and departments are appropriated a fixed amount of funding for the fiscal year and are expected to make expenditure decisions including personnel commitments on an annualized basis within that allocation.

Offices and departments can only rely on the fixed amount of funds in the total budget adopted for the preceding fiscal year when submitting a budget for the subsequent fiscal year even if the office or department has made personnel commitments on an annualized basis that are greater than their personnel budget control groups for that fiscal year. In these situations, offices and departments are expected to make appropriate reductions to their budget to ensure they meet the requirement.

New Payroll System in SAP

A new payroll system is scheduled to "go live" in Fiscal Year 2013 as phase II of the SAP implementation. The implementation will result in new or revised business processes and new terms. As Travis County proceeds with implementation, the ability to remain flexible within these budget rules will help the County address unexpected issues.

Negative Salary and Benefit Accounts

Although the County has an obligation to pay employees for the time they work, negative balances in salary and related benefit budget control groups violate Budget Rules #2 and #6. Offices and departments should monitor their projected expenditures in their salary and benefit budget control groups and make the appropriate budget adjustments before a balance becomes negative. In addition, if an office or department is notified that it has incurred a negative balance in a salary or benefit budget control group, it must submit a budget adjustment to PBO as soon as possible and before the next payroll to correct the problem for the remainder of the fiscal year. At year end, the

County Auditor's Office is authorized to cover any shortages through budget adjustments, where applicable, as noted under Budget Rule #18.

Overtime

All elected and appointed officials, county executives and department heads are expected to manage their payroll budgets. Employees should not be authorized to work when there is not a budgeted overtime appropriation (either in the original or adjusted budget) to pay for that work unless there is an unusual situation where:

1. there is a workload increase for a short period of time;
2. the workload increase would need to be performed by current employees in that short period of time; and
3. the increased workload would negatively impact the critical operations of the office or department if not performed.

Unbudgeted overtime that is not in the office's or department's original or adjusted budget or is not included in an earmark specifically for this purpose is prohibited except when representatives noted in Commissioners Court policy or an elected county or district official determines that an unusual situation has arisen with the three criteria outlined above. Overtime use for this type of situation must be reported to the County Auditor, PBO and the Commissioners Court within five (5) days of the occurrence.

Any overtime commitment item that has a negative balance must be covered by the office or department through budget adjustments prior to the next payroll. PBO expects the office or department to use existing budget to cover the deficit. At year end, the County Auditor's Office is authorized to cover any deficit as noted under Budget Rule #18.

Medical Insurance Benefit Funds

Any year-end balances in the *Medical Insurance Benefit* budget control group remain within the funds in which they are budgeted and fall to ending fund balance (after consideration of any Benefit Savings-504020-504030 contra budget control group). Balances in restricted fund sources, such as grants, special revenue funds and bond funds are only transferred to the extent allowed by the rules governing the use of the funds.

Due to mandated changes related to the *Affordable Care Act,* the County expenses employee health care using an actuarially-determined employee health care contribution rate based on the coverage selected instead of the County-wide blended composite rate. Budgets are adjusted by PBO based on type and level of health care selected by employees for the Adopted Budget. Vacant positions are budgeted at the County-wide blended composite rate.

This change could result in savings or overages in an office's or department's budget at the end of the fiscal year. Appropriate adjustments are made though the end of year process. This change does not impact the use of medical insurance benefit savings which continue to fall to the ending fund balance.

Law Clerk Positions in the County Attorney's Office

The County Attorney's Office has an approved number of authorized FTE for Law Clerk positions. Depending on the business needs of the office, the number of full-time and part-time positions for these Law Clerks can vary throughout the year as long as the overall authorized FTE and budget for these positions is not exceeded.

⇨	**Rule #7: Unused Capital Funds May Not Be Reallocated Without Commissioners Court Approval.**

The County invests in capital assets through appropriations from the General Fund and special revenue funds, and in capital project funds through proceeds from the sale of bonds and certificates of obligation. Capital assets are defined in the Travis County Code Chapter 27, Capital Assets.

The County generally pays for capital assets with funds from debt issues (Road Bonds, Permanent Improvement Bonds, State Highway Bonds or Certificates of Obligation) or from funds in the CAR account. The CAR account is used for many capital projects or items and is also used to pay for one-time equipment expenditures that do not fit within the definition of capital assets, such as computers that have a unit cost of less than $5,000. Capital project funds, including all CAR account funds, can only be used for purchases approved by the Commissioners Court. In addition, if the capital funds are debt proceeds, they can only be used in accordance with applicable bond covenants, Official Statements, and/or Commissioners Court transcripts and require legal and accounting review.

An office or department cannot automatically transfer appropriated funds left over after a capital project is completed or a capital item is purchased to another project purchase without Commissioners Court approval. In addition, funds cannot be transferred between projects or used to purchase items not specifically approved and itemized during the FY 13 budget process without approval of Commissioners Court.

PBO asks offices and departments periodically to provide PBO with CAR and other capital expenditure updates in a format provided by PBO. At a minimum, this will include an update for CAR expenditures that will be part of your budget submission. An additional update will be requested by PBO in the summer for all capital expenditures as part of the same budget process.

PBO reviews CAR projects and may ask offices and departments to transfer realized savings from completed projects to the CAR Reserve. An office or department may ask

PBO to use realized CAR savings less than $15,000 under the exception to Budget Rule #7.

Exception to Rule #7:

PBO has the authority to process budget transfers from realized capital project savings that do not exceed $15,000 per project as automatic transfers unless a policy issue surfaces that PBO believes requires the decision of the Commissioners Court. The Court is interested in being informed about and approving the use of existing savings in excess of $15,000 from capital projects. Requests to use these savings must include a summary of the approved project/item budget, total expenditures, and total project/item purchase savings.

For purposes of arbitrage rebate disbursements to the IRS, PBO may transfer unused funds, including reserves, within a bond fund, but must notify the Commissioners Court at its next regular meeting.

⇨ Rule #8. Remaining Bond Funds From the 1984 Voter Approved Capital Improvement Projects Are Expended on Precinct One Road and Bridge Projects.

Bond funds that are unexpended after the completion of all of the 1984 Voter Approved Road Capital Improvement Projects, including right-of-way litigation associated with those projects, shall be expended on Road and Bridge Projects in Precinct One.

⇨ Rule #9. Encumbrances That Are No Longer Needed Must Be Liquidated.

Encumbrances are reservations of funds made with purchase orders, contracts, funds reservation forms, travel commitments, or salary commitments and must be covered by an appropriation. The encumbrances are liquidated when the related expense is recognized. Offices and departments are expected to keep track of their encumbrances and keep them timely. Unnecessary encumbrances tie up County resources.

The County Auditor is authorized to automatically liquidate outstanding encumbrances for purchase orders that are deemed "completed" (i.e., all items have been received, invoiced, and payment for the full expenditure has been forwarded to the provider). Travel is considered "completed" once the travel reimbursement request has been received and the expenditure forwarded to the provider.

Offices or Departments are requested to review encumbrances quarterly for purchase orders that are not "complete" and that the office or department wishes to liquidate because of extenuating circumstances. Authorized office or department personnel should review this encumbrance report and determine if any encumbrances can legally be unencumbered. Offices or departments must notify the Purchasing Office of any encumbrances that need to be liquidated and submit notification to the County Auditor's Office that the encumbrances have been reviewed no later than 20 days after the end of

the quarter. Office or department personnel can generate an open encumbrance report from the SAP financial system.

⇨ **Rule #10. An Encumbrance Reserve is Established Each Year to Pay for Contractual Obligations Made in the Previous Fiscal Year for Goods and Services to be Received in the New Fiscal Year.**

After the previous fiscal year's accounting records are closed, the County Auditor applies a portion of the estimated budgeted reserve to pay the expenditures for goods and services accrued and received in the previous fiscal year; the remaining amount becomes the actual amount available for the new fiscal year expenditures for contractual obligations incurred during the previous fiscal year. The amount budgeted for this reserve is the maximum, not to exceed amount, estimated at the time this budget was adopted.

PBO approves all encumbrances (Purchase Orders represented by a Fund Reservation) that will re-appropriate to the new fiscal year as carry forwards in the individual office's or department's accounts for the purpose and for the vendor to which the contractual obligation and encumbrances were originally applied. The County Auditor may move any funds associated with canceled prior year encumbrances from the office or department's budget to the County's Allocated Reserve for re-appropriation by the Commissioners Court.

Exception to Rule #10:

Capital project funds (Bonds, COs, and CAR) and Grant funds are excluded from the requirement to transfer prior year encumbrances to the County's Allocated Reserve unless the project is complete.

⇨ **Rule #11. A Pre-Encumbrance Reserve May be Established Each Year if Deemed Necessary. Amounts Included in this Reserve Are Limited and Generally Only Include Resources for Those Pre-Encumbrances (Shopping Carts) That Are in the Process of Converting to a Purchase Order. PBO Must Approve Any Use of These Reserve Funds.**

PBO approves all pre-encumbrances that will be re-appropriated to the new fiscal year as budget carry forwards in the individual office's or department's budget for the specified purpose.

The County Auditor submits the list of pre-encumbrances to PBO for review and approval. Any canceled pre-encumbrances (Shopping Carts) over $50 automatically result in the County Auditor's funds verification approval being revoked, with these funds being moved from the budget of the office or department to the County's Allocated Reserve where they are available for re-appropriation by the Commissioners Court.

Pre-encumbrances without a Shopping Cart, Type OT ("Other Funds Reservations"), do not carry forward to the following fiscal year. A limited number of exceptional cases will be reviewed by PBO and only those with appropriate supporting justification and documentation (such as the Minutes of a Commissioners Court vote) will be allowed to carry forward to the next fiscal year.

⇨ **Rule #12. Use of the Central Support Services Accounts to Produce Mailing Labels, Address Mailings or Print Lists of More than 500 Names or Items Is Restricted Unless the Mailing Is: (1) Required by Law; or (2) Specifically Approved by the Commissioners Court.**

The Travis County Reprographics Service Center (TCRSC) must keep one file copy of all documents printed and indicate the number of copies made. TCRSC resources cannot be used to print more than 500 copies a month of the same letter, newsletter or notice unless the additional copies are: (1) required by law; or (2) specifically approved by the Commissioners Court.

The TCRSC may only print official documents of Travis County government or those authorized by the Commissioners Court. Projects shall be printed as 2-sided unless 1-sided is specified and a reason is provided. Outside agency contractual authorization for printing must accompany each work order. Persons placing printing orders must affirm on the work order that the materials ordered are for official use.

Offices and departments are required to pay for printing business cards for their employees.

⇨ **Rule #13. The Commissioners Court Sets Travel Policies That Guide Budget and Expenditure Processing. The County Auditor Interprets and Applies the Policy When Processing Travel Requests. Exceptions May Require Commissioners Court Approval.**

All travel rule details are listed in Appendix 3, including Elected and Appointed Officials' ability to establish travel policies for their own offices or departments and travel guidelines for locations outside of the contiguous forty-eight states. This information will be supplemented by Travel Guidelines maintained by the County Auditor and located on the County intranet, Travis Central under the *Resources* page. These guidelines provide detailed instructions on how to submit a travel encumbrance request, how to submit travel reimbursement request, the necessary supporting documentation that must accompany the travel encumbrance and travel reimbursement request, the reimbursement rates for various travel categories, and submission deadlines.

⇨ Rule #14. The Commissioners Court May Approve the Use of County Funds to Pay for Travel Arrangements and Food/Non-Alcoholic Beverages to Entertain Applicants When Recruiting Nationally for Top Level Positions.

Commissioners Court approval must be granted prior to the travel for the applicant to be reimbursed. The job applicant is reimbursed for the actual expense incurred not to exceed the same rates used for current County personnel. If the applicant is hired, moving expenses and employment agency fees may also be paid for these positions if approved in advance by the Commissioners Court. All expenses must be supported by receipts. Offices and departments must notify Payroll before any expenses are paid. Reimbursement requests must be submitted to the County Auditor no later than 60 days after the expenses are incurred. Per IRS regulations, reimbursement requests submitted over 60 days after the expenses were incurred must be reported as income to the IRS for the applicant/prospective employee.

⇨ Rule #15. All County Personnel Must Certify that Long Distance Toll Charges and Cellular Phone Air Time Charges on County Telecommunication Equipment Were for Official County Business.

All County personnel must reimburse the County immediately for any long distance or cellular phone air time charges that are determined to be for personal use.

- All cellular phone airtime charges and cell phone purchases must be made in accordance with Chapter 39 of the Travis County Code, Wireless Communications Policy.
- All long distance phone certifications must be submitted to the County Auditor's Office within 30 days after notification of the charges by ITS.
- The County Auditor may refer any questions about the appropriateness of any reimbursement or disbursement of long distance phone charges and cellular air time to the Commissioners Court.

⇨ Rule #16. Grants From Public or Private Sources Received During the Fiscal Year Are Budgeted by the Commissioners Court Upon Certification of the Revenue by the County Auditor. Applications For Grants Must Be Submitted in Accordance with the Rules Listed in Appendix 5.

⇨ Rule #17. Use of County Vehicles is Authorized by this Budget for County Business and in Accordance with Chapter 40 of the Travis County Code.

⇨ Rule #18. The County Auditor Has the Authority, Under Some Circumstances, to Adjust Budgets Without Prior Approval From the Office or Department. Such Adjustments Are Included on the Weekly Consent Motion Submitted to Commissioners Court.

Negative Personnel/Benefits Balances

For expenditures incurred during the last two pay periods of the fiscal year and for the Year End Annual Compensated Absences, the County Auditor may transfer funds automatically to cover projected shortages in salary and benefits budget control groups. The County Auditor may transfer:

(1) projected surplus salary and benefit funds within an office or department; or among offices or departments;
(2) funds from the General Fund reserve, Special Revenue Fund reserves, Capital Projects reserves, or Internal Service Fund reserve, whichever is appropriate.

The County Auditor must present a list of these adjustments to PBO for approval by Commissioners Court.

During the year, the County Auditor's Payroll Division may override negative balances to process payroll. As it relates to personnel, benefits, and overtime; offices and departments should promptly submit budget adjustments to PBO to cover future negative balances before the next payroll. If the payroll budget control groups are still negative at the time the subsequent payroll is processed, the County Auditor makes an automatic budget transfer(s) to cover the negative balances from any commitment item that has sufficient funds to cover the shortage.

Insurance and FSA Administration Fees

The County Auditor is authorized to pay insurance and FSA administration fees and reimbursements as approved by the Commissioners Court in the employee benefit contract.

Adjustments for Invoice Deficits of $10 or Less

To avoid invoice processing delays, the County Auditor is authorized to transfer funds automatically to cover an invoice amount that exceeds the remaining budget control group appropriation by $10 or less. These funds are transferred from any operating expenditure commitment item with sufficient unencumbered funds. In the case of Grants, these automatic transfers must be approved by the Auditor's Grant Financial Analyst.

Payment of Interest

The County Auditor is authorized to transfer funds automatically within an office's or department's budget to cover the interest cost on overdue invoices in compliance with the Prompt Payment Act. These funds are transferred from any expenditure budget control group with sufficient unencumbered funds. In the case of Grants, Bond funds,

and other funds that do not allow interest payments, the interest is charged to the office or department general fund budget.

⇨ **Rule #19. All Expenditures for Reimbursable Agreements Within Fund 4050 that Have Been Approved by Commissioners Court and for Which Revenue Has Been Certified by the County Auditor Are Authorized Until Resources From the Funding Entity Are Available for Reimbursement.**

Some approved agreements budgeted in Fund 4050 (Contractual Capital Projects) by the County require expenditure of County funds until those expenditures are reimbursed by the funding entity. Offices and departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible. If the total of expenditures and encumbrances of the fund result in a deficit fund balance, the office or department is required to request a transfer into the fund from other office or department resources.

⇨ **Rule #20. Travel Related Expenditures and Other Costs Paid From Discretionary Funds and Expected to be Reimbursed From General Fund and/or Other Funds Require Compliance With Budget Rules and Encumbrance of the Expenditures Prior to the Start of Travel or Costs Being Incurred.**

To qualify for General Fund and/or Other Fund reimbursement, offices and departments that choose to pay for items initially out of Discretionary Funds are required to:

a) Encumber expenditures in the General Fund/Other Funds in compliance with Budget Rules prior to incurring the expense. This applies to all purchases including travel related expenditures and Advanced Payments.
b) Comply with purchasing statutes and obtain written approval from the Purchasing Agent prior to making the purchase.
c) Provide detailed receipts and proof of payment from the Discretionary fund submitted with the reimbursement request.

Reimbursement from General Funds and/or Other Funds are disbursed after the expense has been incurred (purchase or travel completed), the discretionary fund has paid the expenditure, and compliance with the budget rules/purchasing policies is verified.

⇨ **Rule #21. Reimbursements Request for Business Related Expenditures Must Be Submitted to the County Auditor Within 60 Days.**

Reimbursement requests for business related expenditures must be submitted to the County Auditor's Office complete with supporting documentation no later than 60 days from the date of incurring the expense or payment of the expense. The IRS regulations require reimbursements under an accountable plan and over 60 days to be reported as taxable wages to the employee requesting the reimbursement.

APPENDIX 1
BUDGET AUTHORITY RESPONSIBILITY

Below is a list of officials/county executives (or their designee, authorized in writing to the County Auditor, Purchasing Office, PBO, and HRMD) who are responsible for and may authorize expenditures from the budgets of their office or department.

Responsible Official/County Executive	Office or Department Cost Center/Name
County Judge	101 – County Judge, 110 –General Administration
Commissioner–Precinct 1	102–Commissioner Precinct 1
Commissioner–Precinct 2	103–Commissioner Precinct 2
Commissioner–Precinct 3	104–Commissioner Precinct 3
Commissioner–Precinct 4	105–Commissioner Precinct 4
County Auditor	106–County Auditor
County Treasurer	107–County Treasurer
Tax Assessor-Collector	108–Tax Assessor-Collector
County Executive, Planning and Budget Office (PBO)	109–Planning and Budget Office, 111–Human Resources Management Department, 114-Facilities Management Department, 891 Central Rent and Utilities
Chief Information Officer	112,890–Information Technology Services
Purchasing Agent	115–Purchasing and Inventory Management
Chairperson, Historical Commission	117–Historical Commission
County Attorney	119–County Attorney
County Clerk	120–County Clerk
District Clerk	121–District Clerk
Administrative Judge/Civil Courts	122–Civil Courts
District Attorney	123–District Attorney
Administrative Judge/Criminal Courts	124–Criminal Courts
Probate Judge	125–Probate Court
Justice of the Peace Precinct 1	126–Justice of the Peace Precinct 1
Justice of the Peace Precinct 2	127–Justice of the Peace Precinct 2
Justice of the Peace Precinct 3	128–Justice of the Peace Precinct 3
Justice of the Peace Precinct 4	129–Justice of the Peace Precinct 4
Justice of the Peace Precinct 5	130–Justice of the Peace Precinct 5
Constable Precinct 1	131–Constable Precinct 1
Constable Precinct 2	132–Constable Precinct 2
Constable Precinct 3	133–Constable Precinct 3
Constable Precinct 4	134–Constable Precinct 4
Constable Precinct 5	135–Constable Precinct 5
Director, Dispute Resolution Center	136–Dispute Resolution Center
Travis County Sheriff	137–Travis County Sheriff's Office
County Executive, Emergency Services	138–Medical Examiner, 147–Emergency Services, 159–Emergency Medical Services
Director, Community Supervision and Corrections (CSCD)	139–CSCD, 142–Pretrial Services
County Executive, Justice and Public Safety	140–Counseling & Educational Services; 143–Juvenile Public Defender,155–Criminal Justice Planning
Chief Juvenile Probation Officer	145–Juvenile Probation
County Executive, Transportation and Natural Resources	149,192–Transportation & Natural Resources (TNR)
Civil Service Officer	154–Civil Service Commission
Sub-Committee of Comm. Court	157–Records Management and Communication Resources
County Executive, Health & Human Services	158–Health and Human Services & Veterans Services

APPENDIX 2
CENTRAL ACCOUNTS

Centrally Budgeted Accounts are expenditures that are budgeted in one support department instead of being allocated to each user department. The following departments/fund centers/commitment items generally are centrally budgeted in SAP:

Fund Center

1110050001—HRMD Risk Management Ergonomic Improvements
510210—Office Furniture
511530—Building Repairs and Maintenance
511120—Other Medical Services

1120040001—Information and Telecommunication Systems/Technical Support
511550—Hardware/Software Maintenance
511620—Other Equipment Repairs & Maintenance
511740—Communication - Trunk Lines

1120160001—Information and Telecommunication Systems/Network Support
511550—Hardware/Software Maintenance

1470010001—Emergency Services/Communications
511570——Radios/TV Communication Repairs & Maintenance

1150010001—Purchasing
511680—Advertising/Public Notification Services

1490350000-1490430000—Transportation and Natural Resources/County Fleet Maintenance

1570020001—Records Management & Communication Resources
511620—Other Equipment Repairs & Maintenance
511540—Furniture & Office Equipment Repairs & Maintenance
511670—Rent Other Machinery & Equipment

1570060100/1570070100—Records Management & Communication Resources
511875 – Information Retrieval/Data Services (legal research database access for offices and departments other than courts)
510020 – Books (law books for all offices and departments and courts, excluding the law library)

1570080001—Records Management and Communication Resources
511730—Postal/Freight Services Out

1570100001—Records Management & Communication Resources
511900—Other Services

190xxxxxxx—Centralized Computer Services

191xxxxxxx—Centralized Utilities

191xxxxxxx—Rent-Building & Land

CONTACT LIST FOR CENTRALLY BUDGETED ACCOUNTS

Type of Expenditure	Department	Contact #
Ergonomic Improvements	HRMD	854-9165
Communications Trunk & Computer Repairs	ITS	854-9666
Radio Repairs	ES	854-4785
Utilities, Rent, and Building Repairs	Facilities Mgt.	854-9661
Public Notice Advertising	Purchasing	854-9700
Vehicle Fuel or Repairs	TNR	854-9383
All Records Management Central Accounts (Paper, General Fund Law Library Services, Printing, Television Services, Records Storage, Records Management Consulting, Imaging Services, and Postage)	RMCR	854-9575

APPENDIX 3
TRAVEL

Travis County pays vendors and/or reimburses employees and officials who travel for County business ("Travelers"). The Court must approve travel expenditures for non-County employees or volunteers, for professional development, **prior to the actual travel** unless the office or department has a policy that the Court has previously approved and it is on file with the County Auditor's Office.

The County's travel policy documented in Appendix 3 of the County's Budget Rules ("Policy"), ensures the County meets the IRS requirements for an *accountable plan*. According to Internal Revenue Code ("Code") sections 62(a)(2) and 62(c), reimbursements that meet established tests for an *accountable plan*, are not subject to employment taxes (federal income tax withholding, social security and Medicare). To comply with the Code, travel must

(1) have a business connection and the expense must be reasonable, and

(2) be reasonably accounted for within 60 days.

In addition, all excess reimbursements must be repaid within 120 days after the travel is completed.

All travel reimbursement requests must be submitted to the Auditor's Office within 30 days of travel completion. Reimbursement requests submitted after 60 days fail to comply with the rules governing an *accountable plan*; thus, the reimbursement is subject to employment taxes.

Travelers, not the County Auditor's Office, **are responsible for complying with IRS regulations to maintain the tax free status of their reimbursements**. If the requirements are not met, the Traveler's reimbursement will be approximately 40% less and the Department's charge will be 20% more to pay taxes.

The following travel expenditure principles cannot cover every travel variation. Securing travel arrangements at the lowest cost may result in a loss of flexibility if emergencies arise. Booking policies of a specific travel industry vendor may require an exception to standard county travel procedures. The County Auditor interprets, audits and approves travel expenses and reimbursements to facilitate the timely conduct of county business due to the current climate of rapidly changing travel industry requirements.

The County Auditor makes travel payment decisions in accordance with the following principles (rules)

Principle #1: Comply with Travis County Travel Guidelines ("Guidelines").

The Guidelines maintained by the County Auditor located on the County intranet, Travis Central under the *Resources* page provide detailed instructions on how to submit a travel encumbrance request, how to submit travel reimbursement request, the necessary supporting documentation that must accompany the travel request and travel

reimbursement request, the reimbursement rates for various travel categories, and submission deadlines.

Principle #2: Do not file reimbursement requests that exceed the County's travel allowances.

The Policy and the Guidelines outline the reimbursement rates for various travel categories. In general, the following are established Travis County travel allowances:

- **Mileage for private vehicle** – the IRS standard rate in place at the time of travel, currently $0.555 per mile for employees and $0.14 per mile for volunteers. ***Note:*** Only one employee/volunteer may claim mileage reimbursement when sharing a ride/traveling in the same vehicle.
- **Grant reimbursed mileage for private vehicle** – The individual grant's specified rate.
- **Meals** – The IRS standard Texas per diem rate is currently $46 a day. The office or department has the discretion to approve partial-day, per diem reimbursement. The County uses the United States General Services Administration (GSA) domestic per diem rates, which will vary with the location of the travel destination. Offices and departments have the ability to establish a lower rate than the GSA rates; however, enforcement of the lower rate will reside with the office or department. Reimbursement for actual meal expenses, with receipts, is $60 a day plus 15% gratuity.

Note: Elected and appointed officials may establish travel policies for their own offices or departments and may reimburse at a rate less than the County rate. Such variations from the Policy may result in tax consequences to the Traveler.

Principle #3: Incur and submit only business-related expenses.

The County reimburses business-related travel expenses only. Travelers may not seek a travel expense reimbursement that the Traveler knows, or reasonably should know, is not eligible for reimbursement. Items that are not eligible for reimbursement include, but are not limited to:

- Extracurricular activities such as golf, tennis, entertainment, movies, tours, sport events, or non-business events along with any related costs for such extracurricular activities,
- First class travel,
- Hotel mini-bar items such as candy, drinks, snacks, etc.,
- Alcoholic beverages (including those that are part of a meal),
- Fines or penalties for violation of the law such as parking tickets, speeding tickets, etc.,
- Family/Spouse/Travel Companion expenses of any kind – spouses/guests traveling with County employees are responsible for paying their own individual expenses,

- Mileage for County owned vehicles,
- Transportation expenses for entertainment that is not business-related,
- Any personal expenses incurred before, during, or after official County business,
- Any Complimentary expenses defined as an expense paid for, or provided by, an organization or entity outside the County, by virtue of the Traveler's business activities or employment,
- Food and/or beverages provided at meetings, training for County Staff, retreats or training provided on County property. This does not apply if the expense is grant allowable.
- Meals and Lodging when the Traveler was not required to be out of the County (Metropolitan Statistical Area (MSA)) overnight. An exception to this would be meals that are included in the conference registration fee. Banquets or other awards ceremonies that do not meet these conditions do not qualify as reimbursable. The MSA encompasses Bastrop, Caldwell, Hays, Travis, and Williamson Counties.

Principle #4: Be prudent and make the most cost effective travel arrangements possible.

The Traveler should obtain the most cost effective rates for any travel expenses. This includes:

- booking non-refundable airfare that meets Traveler's itinerary,
- requesting conference/seminar group rates, or best available rate for accommodation,
- carpooling/sharing rides whenever possible,
- using public transportation in lieu of rental cars where feasible,
- ensuring that Texas sales tax is not incurred by explaining to vendor that Travis County is sales tax exempt. Note: Travis County's exemption applies only to Texas sales taxes, not hotel taxes. A sales tax exemption form may be obtained from the Purchasing Office,
- using cabs or obtaining a ride to Austin-Bergstrom International Airport instead of paying extended parking fees where feasible.

Principle #5: Obtain approval/encumber all travel requests before travel occurs.

Failure to obtain office or department approval may result in travel expenses being declared ineligible for reimbursement. Travel expenses should generally be incurred before they are eligible for reimbursement. Reimbursement of non-encumbered travel expenses requires approval by the office/department head and may also require Court approval.

Principle #6: Notify the County Auditor promptly of travel cancellations and recover any vendor advance payments.

The Traveler is financially liable and must ensure that the County is reimbursed for expenses paid in advance to vendors, such as for airfare and lodging. **The Traveler, not the County, is responsible for any associated costs with failing to cancel travel arrangements in a timely manner.** Exceptions are granted on an individual basis for such reasons as illness or emergency. A written explanation for the requested exception, signed by the County or district elected/appointed official or County Executive, is required along with the reimbursement request.

In situations where the County has made a vendor advance payment which results in a refund that has been paid to the Traveler or that is outstanding, the County Auditor deducts the refund amount from the Traveler's reimbursement request and retains the amount until the County receives the refund. Once proof of receipt has occurred, the County Auditor releases the remaining amount of the Traveler's reimbursement.

Principle #7: Submit appropriate documentation for advance payments to vendors.

Examples include, but are not limited to:

- **Registration** – A completed registration form with Traveler's name
- **Lodging** – a confirmed reservation from the facility showing the Traveler's name, daily rate, dates of stay, and the facility's name/address.
- **Airfare** – Invoice from Four Seasons travel (or other vendor that is willing to bill the County) or personal credit card.

Refer to the Guidelines for more details regarding advance payments.

Principle #8: Retain and submit all applicable receipts when submitting requests for reimbursement.

Examples of acceptable receipts include, but are not limited to:

- **Registration** – A confirmation of the paid registration or invoice from vendor.
- **Lodging** – a $0 balance hotel invoice (shows that Traveler paid the entire bill and includes the Traveler's name, dates of stay, room rate, taxes, etc.)
- **Airfare** – Proof of payment for airline tickets.
- **Transportation** – Rental car agreement with proof of payment.

Principle #9: Seek additional Office or Department, Grant, and/or Court approval for special situations.

In addition to normal approvals, the office or department, the County Auditor's Grant Analyst and/or the Court must approve the following travel situations **before** travel is

requested and occurs. The situations, fully described in the Guidelines are summarized below:

Office or Department Approval

- Reimbursements for travel that was not encumbered **before** travel occurred.
- A Traveler who attends a meeting or conference that begins on a Monday or ends on a Friday makes travel arrangements outside the meeting/conference dates when net savings to the County can be documented.
- An employee combining vacation or personal leave with a business trip provided there is a net savings to the County. The County is not responsible for any costs (e.g., transportation, lodging, or meals) associated with the vacation/ personal days.
- Alternate travel arrangements (transportation mode, accommodations, or schedule) where the cost is less than the least expensive other alternative and has been documented are eligible for reimbursement.

County Auditor's Grant Analyst Approval

Certain Grants may limit the amount and type of reimbursable travel expenditures. Travelers and the County Auditor's Grant Analyst should verify that any proposed travel is in accordance with the grant agreement before travel begins.

Court Approval

- Reimbursements for travel that was not encumbered **before** travel occurred (Auditor's discretion to refer this to Court for approval dependent on circumstances)
- All International Travel as well as travel to Alaska and Hawaii. Travel to these locations relating to criminal extradition, investigations, prosecutions, or similar situations are exempted from this rule.
- All decisions for driving instead of flying where travel mileage exceeds 1,000 miles round-trip and Traveler does not accept standard reimbursement (round trip coach airfare cost in place at time of travel). **Note:** This includes all transportation expenses (lodging, meals, and mileage incurred as a result of driving rather than flying). Travel involving extradition of prisoners and/or juveniles is exempt from this requirement.
- Alternate travel arrangements (transportation mode, accommodations, or schedule) where the cost is less than the least expensive other alternative and has been documented and approved by the office or department are eligible for reimbursement. **Important:** The Court must approve all exceptions (i.e. where cost is greater than the least expensive other alternative and office or department approval has been obtained).
- Reimbursement of applicant travel expenses when recruiting nationally and if hired, moving expenditures and employment agency fees.

Principle #10: Adhere to travel-related reimbursements for special situations.

- **Mileage Reimbursement for Elected/Appointed Officials who are ineligible to use a County-owned vehicle routinely or as an assigned take-home vehicle:** The following officials can claim reimbursement for local mileage: County Attorney,

County Commissioners 1-4, County Judge, County Treasurer, Justices of the Peace 1-5, Tax Assessor-Collector, Purchasing Agent, and Medical Examiner. **Note: It is critical that mileage reimbursements comply with IRS timelines for submission. Should there be a delay in submission and the reimbursement becomes taxable income, it cannot be paid as it exceeds the compensation amount set by the Court (or authorizing Board) statutorily as part of the annual budget process.**

- **Parking Reimbursement – On Street Parking (Pay Station):** This request is allowed when the employee is parked for conducting county business (not to be confused as parking to work their daily work day). Reimbursement requires submission of the County Auditor Office's prescribed *Pay Station Parking Log* with receipts attached, filed within 30 days and no later than 60 days after the end of the month in which the parking expense was incurred.

- **Travel expense reimbursements for contractors, employment recruitment, and other non-County personnel:** These requests are reimbursed at actual expense (receipts required) at a rate not to exceed the rates outlined in the Policy. Any exceptions to the Policy must be presented to Commissioners Court for approval.

- **Vehicle Rental (International Travel):** These requests must include vehicle rental insurance offered by the rental agency which would include coverage for rental vehicle damage and third-party vehicle damage and bodily injury.

- **Travel Advances:** These requests are for expenses paid to employees in advance for Registration, Airfare, Lodging, and Meals, are paid at the County Auditor's discretion and require the following prior to travel: 1) an agreement signed by both the employee and their official/county executive/department head allowing the County Auditor to deduct the full advance from the employee's paycheck if the Travel Reimbursement Form (TRF) is not submitted within 15 days of the end of the trip; 2) An advance form signed by both the Employee and their official/county executive/department head.

- **Foods/Beverages for group emergency/public safety deployments:** These expenses are allowable for group (not individual or solo) deployments where command staff prohibit personnel from leaving deployment to ensure deployment is not compromised. Deployment must extend at least two hours past standard meal time or involve special situations that prohibit an employee leaving an assigned location for a meal break. Any disallowed expenditures are a pro-rata taxable benefit to assigned employees. Documentation must include certification of the need by command personnel, a list of the deployed employees, original receipts. **Note:** This principle does not prohibit/limit the purchase of water or military style Meals Ready to Eat (MREs) if command personnel determines they are necessary to ensure the deployed employee's health and safety. Any expenditure must be within the office's or department's existing budget.

APPENDIX 4
JURY MEALS & JURY SEQUESTRATION IN CRIMINAL CASES

A cash fund may be set up for each Judge hearing criminal cases. The fund is used for jury meals where the Judge determines that an impaneled jury should not separate during mealtime. The County Auditor determines the amount maintained in each fund. Reimbursement is paid upon a statement signed by the Judge, and which includes a certification by each juror that s/he received a meal. If the amount spent for each meal is $9.00 or less, no receipt is required.

In the event of jury sequestration, the County Treasurer and County Auditor are authorized to advance the cost of sequestering in the amount ordered by the sequestering Judge to secure lodging. The amount expended for food and lodging shall follow the guidelines approved by Commissioners Court covering travel reimbursement for county employees. The need for jury sequestration may occur after the normal business hours of the county and without sufficient time to call an emergency session of the Commissioners Court. The normal procedures for claims processing may be adjusted accordingly.

APPENDIX 5
GRANTS

In an effort to better coordinate the grant-seeking activities of the County and track the outstanding commitments to provide County matching funds, PBO, the County Attorney's Office, and the County Auditor's Office must review grant applications, contracts, permissions to continue, and other related items before a grant is placed on the agenda for Commissioners Court approval. Please note that any grant related item that requires Commissioners Court approval must be coordinated through PBO and comply with the following grant rules.

The following applies to all grants:

- All grant items for Commissioners Court consideration must be submitted to PBO, the County Auditor's Office and County Attorney's Office electronically by **Tuesday at 5:00 PM,** 14 days prior to the planned Commissioners Court meeting at which the office or department wishes the grant to be included on the agenda.

- All grant items must include a grant summary sheet. (The summary form is available electrically from PBO, contact your Budget Analyst.)

- All grant documents should be submitted electronically. Documents that require signatures from Commissioners Court should be submitted in hard copy to PBO at the time (i.e., the same day) the documents are submitted electronically.

- The entire item, including all terms, conditions and instructions, should be submitted for review. Changes cannot be made to the item after it has been approved by the Commissioners Court, with the exception of minor typographical corrections.

Review of Grant items

- The County Auditor's Office reviews the application for fiscal requirements.
- The County Attorney reviews it for legal requirements.
- PBO also reviews the item and grant summary sheet, including the stated performance measures, and submits the grant, with a recommendation for inclusion on the Commissioners Court agenda once it is ready.

Other Departments involved with the Grant process

- Purchasing: Grant purchases are not exempt from County purchasing laws. Offices or departments must coordinate with the Purchasing Office when procuring either services or commodities using grant funds. In addition to County purchasing laws, purchases must comply with all applicable federal or state laws and contractual restrictions required in the grant. Purchase of items with a unit cost exceeding $5,000 must be capitalized. This applies to any items located on County property for which the County is liable, regardless of the source of funding.

- Human Resources: All positions requested as part of a grant **must** be identified using the existing job titles. If a proposed grant position does not exist within the existing job titles contact Human Resources **early**, in your process so a classification, with pay grade, can be developed for the new position.
- Facilities Management: If your grant includes new FTEs contact Facilities Management to ensure that there is sufficient space for the additional personnel. If space is not available, Facilities Management will develop an estimate of the cost necessary to accommodate the additional personnel.
- I.T.S.: ITS will develop the costs necessary to accommodate the technology needs of additional personnel. Also if your request has a significant technology cost, ITS should be contacted to develop costs to accommodate the grant needs. These needs may not be obvious, for example a grant to purchase digital video equipment, requires significant additional electronic storage, which must be accommodated.

Please contact your PBO Budget Analyst if you have any questions about which departments apply to your request. Offices or departments are strongly encouraged to contact support departments early in the development of a new grant application to discuss the application and potential issues.

Permission to Continue (PTCs)

If a contract has not been signed prior to the effective end date of the grant and grant employees are requested to continue on the payroll, offices or departments must submit a PTC request. PTC applies only to the renewal of grants that have been received in previous years, and for which verbal assurance of continuation from the grantor has been received. Permissions to Continue:

- Require a grant summary sheet and a memo from the department. Submitted to PBO and the County Auditor.
- Are allowed for up to three months, at the discretion of PBO.
- Are generally only for personnel costs, not operating costs.
- Must be in place prior to the end of the existing grant, generally at least two weeks prior to the end date.

Budget adjustments related to a Commissioners Court approved Permission to Continue are considered as automatic, at the discretion of PBO.

Grant Modification Approval

Changes to dates, amounts or other minor modifications that require Commissioners Court approval (signature) follow the same procedure as original grant contract approval.

Performance Measures

All grants should have performance measures, including relevant outcome measures. This includes a narrative description of the outcome impact to the program. This information is captured on the grant summary sheet.

- These measures should reflect the current activity of the office or department in the area where grant assistance is requested,
- The expected impact of the grant on the office's or department's activities.
- If the grant is for a new program, performance measures should be supplied for the new program.
- If the grant is renewing an existing grant, offices or departments should show the actual performance of the last complete grant cycle, the projected performance of the current grant and the projected performance of the current grant proposal.

Offices and departments are expected to report performance measures and updated information annually during the contract term.

Grant Responsibility

Grants that involve multiple County departments need a single person to be responsible for the daily administration and management of the grant. Contact information for that person must be noted in the Grant Summary Sheet.

Direct Cost of Accounting and Audit

Contact the County Auditor for assistance in estimating these costs. Include the estimate in the grant application if the costs are reimbursable. Offices and departments should seek reimbursement for direct accounting and audit costs when applicable.

Indirect Costs

The Commissioners Court has adopted an indirect cost plan that includes an indirect cost rate for each office or department. All grant applications should request some indirect cost amount as part of any grant application, up to the rate included in the plan. The requirement to include an indirect cost rate as part of an application may be waived annually if:

- The total amount requested, without including indirect costs is less than $50,000.
- If an office or department can provide evidence that including an indirect cost rate will result in rejection of a grant application.

See the Appendix for the approved indirect cost rate for most offices and departments as of August 28, 2012. This information is updated during the year and PBO notifies the departments of any changes. If your department is not listed in the Appendix, please contact your PBO Analyst.

Outstanding Grant Applications

PBO maintains a summary of outstanding grant applications and matching fund commitments. This summary is submitted to Commissioners Court every week as part of the regular Grant Agenda Item. Departments that are notified of the denial of a grant application should inform PBO so that the outstanding grant application summary reflects only pending County commitments.

Revenue Certification & Budget Creation

Once the contract has been signed by all parties, the office or department must:

- forward the originals of the signed contract to the County Clerk and the grantor.
- Submit a copy of the fully executed contract to the County Attorney's Office, the County Auditor's Office, and the Purchasing Office.

The County Auditor certifies revenue upon receipt of the fully executed contract.

New grant budgets are processed as automatic budget adjustments after approval of the contract and the grant budget by Commissioners Court and certification of revenue by the County Auditor. For documentation purposes, a copy of the revenue certification memo from the County Auditor should be attached to the budget adjustment.

Budget Adjustments

- All budget adjustments must comply with the grantor's requirements.
- Any budget adjustments requiring prior grantor approval are not processed until that approval is received.
- If a grantor de-obligates funding or a portion of funding, a budget adjustment must immediately be sent to PBO reducing each applicable revenue and expenditure commitment item.
- If changes are required to be approved by Commissioners Court, the change must also follow the same procedure as grant modifications.
- Budget is not transferred from a grant to another office or department for purchase of any items, including ITS for software licenses and phone lines. Expenses are reclassified against the grant for applicable expenditures with the proper supporting documents.
- Budget adjustment types "Supplement" and "Return" should include documentation regarding the nature of the requested action and the date, if any, when Commissioners Court approved the grant change.

PBO also has the discretion to place a Budget Adjustment that would otherwise be automatic on the Commissioners Court agenda for approval.

Personnel Actions in Grants

Unless otherwise specified, offices and departments are expected to absorb the cost of personnel changes within the grant.

Offices and departments with grant positions should confirm with the County Auditor's Grant Personnel that grant resources are available for the starting salaries and salary adjustments for grant positions. This confirmation should be noted as part of the personnel action in SAP.

Authorization for Reimbursed Grants

Many of the grants received by the County require expenditures of County funds until those expenditures are accepted and reimbursed by the grantor.

- All expenditures for reimbursable grants that have been approved by the Commissioners Court and for which revenue has been certified by the County Auditor are authorized until grant funds are available for reimbursement. Offices or departments should request an advance payment rather than agree to a reimbursement arrangement whenever possible.

- Expenditures funded from grant funds that are not allowed under the General Fund require a written letter of approval/authorization from the grantor.

Vehicles Funded through Grant Funds

If an office or department plans to purchase a vehicle using grant funds, all the associated costs for the vehicle, such as fuel and maintenance, need to be covered by the grant. If the grant does not cover these costs, the office or department should allocate non-grant resources to TNR to fund the fuel and maintenance and any other applicable cost.

Any additional funding requests for fuel and maintenance should be coordinated with the approval of the grantor.

Software Licenses and Phone Lines

If an office or department plans on charging software licenses or telephone lines to a grant, these charges must be supported by independent, third party invoices which clearly indicate the purchase and usage during the grant period. Internal documentation from the ITS department is not accepted.

If the proper documentation cannot be produced to support these costs, the department should allocate non-grant resources to ITS to fund the software licenses and phone lines. Any additional funding requests for software licenses and phone lines should be coordinated with the approval of the grantor.

Online Management of Grants

If a grantor utilizes an online system for approvals or modifications to grants, PBO is authorized to act on behalf of the authorized official for approving or modifying grants in all of the following circumstances:

- The grant authorized official is a member of the Commissioners Court;
- The grant contract/application has been approved by Commissioners Court; and
- The change does not significantly change the scope of service of the grant from what was approved by Commissioners Court; and
- The above online management authorization also applies to any de-obligation of unspent grant funds that are 5% or less of the original award.

GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☐	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☐	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☐
Department/Division:		
Contact Person/Title:		
Phone Number:		

Grant Title:			
Grant Period:	From:		To:
Fund Source:	Federal: ☐	State: ☐	Local: ☐
Grantor:			
Will County provide grants funds to a subrecipient?	Yes: ☐	No: ☐	
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: ☐	No: ☐	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution*** *#595010 (Cash Match)*	In-Kind	**TOTAL**
Personnel:	0	0	**0**	0	$0
Operating:	0	0	**0**	0	$0
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$0	$0	**$0**	$0	$0
FTEs:	0.00	0.00	**0.00**	0.00	0.00

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

Department	Review	Personnel Initials	Comments
County Auditor	☐		
County Attorney	☐		

Performance Measures				
Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
Applicable Departmental Measures				
Measures for the Grant				
Outcome Impact Description				
Outcome Impact Description				
Outcome Impact Description				

PBO Recommendation:

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?

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

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

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

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.

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

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 office or department.

APPENDIX 6
ADDITIONAL GUIDANCE

A. TAX REFUNDS

The County Auditor automatically debits contra-revenue commitment items (General Fund and Debt Service) to refund current and prior year tax appeals of appraised values. Interest refunds for prior year taxes are paid from a budgeted commitment item in General Administration.

The Tax Assessor Collector calculates the expenditure requirements for tax refunds and submits these amounts to PBO for approval by the Commissioners Court.

B. CONTINGENT LIABILITIES

The County Auditor has the authority to record contingent liabilities in accordance with a comprehensive basis of accounting consistent with state law to accurately reflect the financial position of the County. The Commissioner Court, County Attorney, Risk Manager, and other elected or appointed officials should notify the County Auditor in a timely manner of any potential contingent liabilities affecting any of the County funds on the County's financial records. The County Auditor notifies the Commissioners Court, the County Attorney and, where applicable, the Risk Manager of significant contingent liabilities that are recorded on the County's financial records.

C. INTERFUND TRANSFERS

Interfund transfers are movements of money between budgetary funds. Those that are adopted in the budget process are summarized in the Budget Recapitulation as "Other Financing Sources." The transfers are subject to the following rules:

- The County Auditor may make "transfers in" to the funds controlled by Commissioners Court from non-budgetary government funds that are at the discretion of elected officials, the Corporations' Boards of Directors, or the State of Texas (i.e., CAPSO, DAPSO, CSCD, etc.) as directed by the appropriate official.

- The County Auditor may only make "transfers out" of funds if approved by Commissioners Court (budgetary funds) or approved by the responsible official (non-budgetary discretionary funds).

- The County Auditor transfers monies to the Special Funds for the full budgeted amount at the beginning of the fiscal year, unless otherwise specifically notified by PBO. If a calculation of the transfer must be made during the fiscal year, PBO performs the calculation and provides the County Auditor the amount to be transferred.

- The transfer is limited to funds available in the transferring fund. If funds are not available in the transferring fund, a transfer is made only up to the amount of available funds. If the receiving fund is at a deficit, the County Auditor, after review

and approval by PBO, is authorized to transfer in a sufficient amount to cover the deficit up to the budgeted amount.

D. MID-YEAR CERTIFICATION OF REVENUES

State law limits the types of revenue which can be certified mid-year for immediate appropriation and expenditure. The County Auditor may certify public or private grant or aid money, donations and intergovernmental contract revenue which was not included in the budget for use in the current fiscal year. Offices or departments wishing to request certification of such money during the fiscal year should contact the County Auditor for assistance.

E. PERFORMANCE BASED PAY AND EMPLOYEE RECOGNITION

The Performance Based Pay (PBP) system is a mechanism for providing financial compensation for outstanding performance, experience and achievement. Offices and departments award PBP consistent with the rules established by the Commissioners Court.

If an office or department has funds in an employee recognition commitment item, the recognition expense is not to exceed $50.00 per employee. Amount of recognition expense should be limited to the cost of a plaque including engraving, lapel pins or other token of recognition. Food, refreshments, decorations, entertainment or other expenses associated with a ceremony, reception or dinner are not allowable expenses.

F. COMPUTER SOFTWARE TRAINING

All computer software training for Windows and Microsoft Office products is performed by ITS. No other office or department is authorized to solicit services for this training unless training sessions are not provided by ITS within 60 days. No payment for this training is made by the County Auditor without an accompanying written authorization from ITS.

G. PERSONNEL SLOT LIST

A list of the budgeted personnel slots for Fiscal Year 13 is attached to the copy of the approved budget filed with the County Clerk. The list contains the following information for each slot within an office or department: job title, whether the position is full-time or part-time, and effective date. Offices or departments may only hire for regular positions according to this slot list unless otherwise allowed by law or approved by Commissioners Court.

H. COUNTY BENEFITS

Fringe benefits of offices and departments are budgeted based on the calculated costs of each benefit. The current benefit calculation rates as of October 1, 2012 are shown below.

Base Salary	
FICA OASDI (506010)	Base Salary (up to $110,100) x 0.062
Hospitalization (506030)	Months on Payroll x $735.63
Life Insurance (506040)	Months on Payroll x $8.25
Retirement (506050)	Base Salary x 0.1289 (effective January 1, 2013)
Workers Compensation Insurance (506060)	Base Salary x 0.75 x "WCI Factor" Shown below
FICA Medicare (506020)	Base Salary x 0.0145

Please contact your PBO Analyst for Workers Compensation Insurance "WCI Factor" for position types not shown below:

Job Description	"WCI Factor"
PRINTING	0.0187
INSECT CONTROL	0.0237
INSULATION WORK & DRIVERS	0.0463
ROAD EMPLOYEES - PAVING	0.0346
ROAD MAINT MGMT PERSONNEL	0.0092
DRIVERS	0.0362
AIRPORT, HELICOPTER OPR	0.0226
LAW ENFORCEMENT, AMBULANC	0.0179
AUTO MECHANICS	0.0175
ENGINEERS, SURVEYORS	0.0032
CLERICAL	0.0026
VET HOSP & ANIMAL CONTROL	0.0096
CLINICAL PROFESSIONALS	0.0028
HOSP PROFESSIONAL & CLERK	0.0071
BUILDING MAINT & JANITOR	0.0226
PARKS & RECREATION	0.0257

I. INDIRECT COST RATES

Below is the list of indirect cost rates for each office or department to be used when applying for grants.

Approved by Commissioners Court on August 28, 2012

Dpt #	Department Name	Calculated Rate
101	County Judge	252.78%
102	Commissioner - Precinct 1	47.06%
103	Commissioner - Precinct 2	35.11%
104	Commissioner - Precinct 3	39.51%
105	Commissioner - Precinct 4	45.65%
108	Tax Assessor-Collector	75.05%
NA	Exposition Center	0%
NA	Veterans Service Office	45.68%
NA	Agricultural Extension Service	67.08%
119	County Attorney	43.05%
120	County Clerk	29.50%
121	District Clerk	39.34%
122	Civil Courts	30.59%
123	District Attorney	24.07%
124	Criminal Courts	50.51%
125	Probate Court	29.86%
126	Justice of Peace – Precinct 1	51.44%
127	Justice of Peace – Precinct 2	40.81%
128	Justice of Peace – Precinct 3	39.72%
129	Justice of Peace – Precinct 4	48.77%
130	Justice of Peace – Precinct 5	40.35%
131	Constable - Precinct 1	39.23%
132	Constable - Precinct 2	29.45%
133	Constable - Precinct 3	38.75%
134	Constable - Precinct 4	44.52%
135	Constable - Precinct 5	36.82%
137	Sheriff	18.32%
138	Medical Examiner	27.11%
139	Community Supervision & Corrections	36.51%
140	Counseling and Educational Services	37.66%
142	Pretrial Services	34.19%
143	Juvenile Public Defender	41.54%
145	Juvenile Court	27.69%
147	Emergency Services	77.01%
149	Transportation and Natural Resources	52.30%
154	Civil Service Commission	20.07%
155	Criminal Justice Planning	29.80%
158	Health and Human Services	60.01%
159	Emergency Medical Services	23.12%
	Composite Travis County Rate	31.53%

J. Peace Officer Pay Scale (TCSO)

PG		STEP	1	2	3	4	5	6	7	8	9	10	11
80	Cadet	hr	18.7113	19.0855									
		mo	3,243.29	3,308.15									
		yr	38,919.50	39,697.64									
81	Corrections Officer	hr	21.3309	21.8733	22.3983	22.9358	23.4863	24.0500	24.7544	25.3485	25.9569	26.5799	27.1912
		mo	3,697.36	3,791.37	3,882.37	3,975.54	4,070.96	4,168.67	4,290.76	4,393.74	4,499.20	4,607.18	4,713.14
		yr	44,368.27	45,496.46	46,588.46	47,706.46	48,851.50	50,024.00	51,489.15	52,724.88	53,990.35	55,286.19	56,557.70
82	Cert Peace Officer (CPO)	hr	22.6107										
		mo	3,919.19										
		yr	47,030.26										
83	Sr Corrections Officer	hr	23.1857	23.7754	24.3460	24.9303	25.5286	26.1413	26.9070	27.5527	28.2140	28.8911	29.5556
		mo	4,018.85	4,121.07	4,219.97	4,321.25	4,424.96	4,531.16	4,663.88	4,775.80	4,890.43	5,007.79	5,122.97
		yr	48,226.26	49,452.83	50,639.68	51,855.02	53,099.49	54,373.90	55,966.56	57,309.62	58,685.12	60,093.49	61,475.65
72	LE Deputy Sheriff	hr	25.1451	25.6480	26.1609	26.6841	27.2178	27.7622	28.3174	28.8838	29.4614	30.0507	30.6517
		mo	4,358.48	4,445.65	4,534.56	4,625.24	4,717.75	4,812.11	4,908.35	5,006.53	5,106.64	5,208.79	5,312.96
		yr	52,301.81	53,347.84	54,414.67	55,502.93	56,613.02	57,745.38	58,900.19	60,078.30	61,279.71	62,505.46	63,755.54
84	Sr CPO	hr		25.3469	25.9552	26.5781	27.2160	27.8692	28.6855	29.3739	30.0789	30.8008	31.5092
		mo		4,393.46	4,498.90	4,606.87	4,717.44	4,830.66	4,972.15	5,091.48	5,213.68	5,338.81	5,461.59
		yr		52,721.55	53,986.82	55,282.45	56,609.28	57,967.94	59,665.84	61,097.71	62,564.11	64,065.66	65,539.14
74	LE Sr Deputy Sheriff	hr	*26.9052*	27.5509	28.2122	28.8892	29.5826	30.2926	31.1799	31.9282	32.6945	33.4791	34.2491
		mo	*4,663.57*	4,775.49	4,890.11	5,007.46	5,127.65	5,250.72	5,404.52	5,534.22	5,667.05	5,803.04	5,936.51
		yr	*55,962.82*	57,305.87	58,681.38	60,089.54	61,531.81	63,008.61	64,854.19	66,410.66	68,004.56	69,636.53	71,238.13
75	LE Detective	hr			35.4317	35.9986	36.5745	37.1596	37.7543	38.9750	39.5986	40.2322	40.8755
		mo			6,141.49	6,239.76	6,339.58	6,441.00	6,544.08	6,755.67	6,863.76	6,973.58	7,085.09
		yr			73,697.94	74,877.09	76,074.96	77,291.97	78,528.94	81,068.00	82,365.09	83,682.98	85,021.04
88	Corrections Sergeant	hr	*35.0577*	*35.7308*	*36.4168*	*37.1163*	37.8288	38.5096	39.2029	39.9087	40.6269	41.6115	42.0277
		mo	*6,076.67*	*6,193.34*	*6,312.25*	*6,433.49*	6,556.99	6,675.00	6,795.17	6,917.51	7,042.00	7,212.66	7,284.80
		yr	*72,920.02*	*74,320.06*	*75,746.94*	*77,201.90*	78,683.90	80,099.97	81,542.03	83,010.10	84,503.95	86,551.92	87,417.62
76	LE Sergeant	hr					39.3419	40.0501	40.7710	41.5049	42.2520	43.2761	43.7089
		mo					6,819.26	6,942.02	7,066.97	7,194.18	7,323.68	7,501.19	7,576.21
		yr					81,831.15	83,304.21	84,803.68	86,330.19	87,884.16	90,014.29	90,914.51
89	Corrections Lieutenant	hr				*42.1534*	*42.9630*	*43.7875*	44.6284	45.5212	46.4316	47.3601	48.3073
		mo				*7,306.69*	*7,446.92*	*7,589.83*	7,735.59	7,890.34	8,048.14	8,209.08	8,373.27
		yr				*87,679.07*	*89,363.04*	*91,078.00*	92,827.07	94,684.10	96,577.73	98,509.01	100,479.18
77	LE Lieutenant	hr							46.4136	47.3419	48.2887	49.2545	50.2396
		mo							8,045.02	8,205.93	8,370.04	8,537.45	8,708.20
		yr							96,540.29	98,471.15	100,440.50	102,449.36	104,498.37

PG		STEP	12	13	14	15	16	17	18	19	20	21
81	Corrections Officer	hr	27.8166	28.4564	29.5456	29.5456	29.5456	29.5456	29.5456	29.5456	29.5456	29.5456
		mo	4,821.54	4,932.44	5,121.24	5,121.24	5,121.24	5,121.24	5,121.24	5,121.24	5,121.24	5,121.24
		yr	57,858.53	59,189.31	61,454.85	61,454.85	61,454.85	61,454.85	61,454.85	61,454.85	61,454.85	61,454.85
82	Cert Peace Officer (CPO)	hr										
		mo										
		yr										
83	Sr Corrections Officer	hr	30.2354	30.9308	32.1148	32.1148	32.1148	32.1148	32.1148	32.1148	32.1148	32.1148
		mo	5,240.80	5,361.34	5,566.57	5,566.57	5,566.57	5,566.57	5,566.57	5,566.57	5,566.57	5,566.57
		yr	62,889.63	64,336.06	66,798.78	66,798.78	66,798.78	66,798.78	66,798.78	66,798.78	66,798.78	66,798.78
72	LE Deputy Sheriff	hr	31.2647	31.8900	32.5278	32.5278	32.5278	32.5278	32.5278	32.5278	32.5278	32.5278
		mo	5,419.21	5,527.60	5,638.15	5,638.15	5,638.15	5,638.15	5,638.15	5,638.15	5,638.15	5,638.15
		yr	65,030.58	66,331.20	67,657.82	67,657.82	67,657.82	67,657.82	67,657.82	67,657.82	67,657.82	67,657.82
84	Sr CPO	hr	32.2339	32.9753	34.2375	34.2375	34.2375	34.2375	34.2375	34.2375	34.2375	34.2375
		mo	5,587.21	5,715.72	5,934.50	5,934.50	5,934.50	5,934.50	5,934.50	5,934.50	5,934.50	5,934.50
		yr	67,046.51	68,588.62	71,214.00	71,214.00	71,214.00	71,214.00	71,214.00	71,214.00	71,214.00	71,214.00
74	LE Sr Deputy Sheriff	hr	35.0369	35.8427	37.2147	37.2147	37.2147	37.2147	37.2147	37.2147	37.2147	37.2147
		mo	6,073.06	6,212.73	6,450.55	6,450.55	6,450.55	6,450.55	6,450.55	6,450.55	6,450.55	6,450.55
		yr	72,876.75	74,552.82	77,406.58	77,406.58	77,406.58	77,406.58	77,406.58	77,406.58	77,406.58	77,406.58
75	LE Detective	hr	41.5298	42.1942	42.8692	43.5553	43.5553	43.5553	43.5553	43.5553	43.5553	43.5553
		mo	7,198.50	7,313.66	7,430.66	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59
		yr	86,381.98	87,763.94	89,167.94	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02
88	Corrections Sergeant	hr	42.7842	43.5543	44.3382	45.1363	45.3946	45.3946	45.5739	45.5739	45.5739	45.5739
		mo	7,415.93	7,549.41	7,685.29	7,823.63	7,868.40	7,868.40	7,899.48	7,899.48	7,899.48	7,899.48
		yr	88,991.14	90,592.94	92,223.46	93,883.50	94,420.77	94,420.77	94,793.71	94,793.71	94,793.71	94,793.71
76	LE Sergeant	hr	44.4957	45.2966	46.1119	46.9419	47.2103	47.2103	47.8526	47.8526	47.8526	47.8526
		mo	7,712.59	7,851.41	7,992.73	8,136.60	8,183.12	8,183.12	8,294.45	8,294.45	8,294.45	8,294.45
		yr	92,551.06	94,216.93	95,912.75	97,639.15	98,197.42	98,197.42	99,533.41	99,533.41	99,533.41	99,533.41
89	Corrections Lieutenant	hr	49.0913	50.0732	51.0746	52.0961	53.1381	53.5540	53.5763	53.5763	53.5763	53.5763
		mo	8,509.16	8,679.35	8,852.93	9,029.99	9,210.60	9,282.69	9,286.56	9,286.56	9,286.56	9,286.56
		yr	102,109.90	104,152.26	106,235.17	108,359.89	110,527.25	111,392.32	111,438.70	111,438.70	111,438.70	111,438.70
77	LE Lieutenant	hr	51.0549	52.0760	53.1176	54.1799	55.2635	55.6963	55.6963	55.6963	55.6963	55.6963
		mo	8,849.52	9,026.51	9,207.05	9,391.18	9,579.01	9,654.03	9,654.03	9,654.03	9,654.03	9,654.03
		yr	106,194.19	108,318.08	110,484.61	112,694.19	114,948.08	115,848.30	115,848.30	115,848.30	115,848.30	115,848.30

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO TCSO POPS THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTO:	$125	BI-LINGUAL SKILLS TEST: SPANISH, VIETNAMESE AMERICAN SIGN LANGUAGE	$125	TCLEOSE LICENSE: INTERMEDIATE $50	ADVANCED $100	MASTERS $150

Numbers that are italicized and shaded in grey may be used for pay administration purposes if needed, but were not used in the pay determination methodology.

Peace Officer Pay Scale (Non-TCSO)

PG		STEP	1	2	3	4	5	6	7	8	9	10	11
60	Park Ranger	hr	23.8878	24.3656	24.8529	25.3499	25.8569	26.3741	26.9015	27.4396	27.9883	28.5482	29.1191
		mo	4,140.55	4,223.37	4,307.84	4,393.98	4,481.86	4,571.51	4,662.93	4,756.20	4,851.31	4,948.35	5,047.31
		yr	49,686.62	50,680.45	51,694.03	52,727.79	53,782.35	54,858.13	55,955.12	57,074.37	58,215.66	59,380.26	60,567.73
61	Deputy Constable	hr	23.8878	24.3656	24.8529	25.3499	25.8569	26.3741	26.9015	27.4396	27.9883	28.5482	29.1191
		mo	4,140.55	4,223.37	4,307.84	4,393.98	4,481.86	4,571.51	4,662.93	4,756.20	4,851.31	4,948.35	5,047.31
		yr	49,686.62	50,680.45	51,694.03	52,727.79	53,782.35	54,858.13	55,955.12	57,074.37	58,215.66	59,380.26	60,567.73
62	Deputy Constable Sr	hr	25.5599	26.1734	26.8016	27.4447	28.1035	28.7780	29.6209	30.3318	31.0598	31.8051	32.5366
	Park Ranger Sr	mo	4,430.38	4,536.72	4,645.61	4,757.08	4,871.27	4,988.19	5,134.29	5,257.51	5,383.70	5,512.88	5,639.68
		yr	53,164.59	54,440.67	55,747.33	57,084.98	58,455.28	59,858.24	61,611.47	63,090.14	64,604.38	66,154.61	67,676.13
63	Park Ranger Supervisor	hr	29.3023	29.9003	30.5105	31.1331	31.7686	32.3405	32.9226	33.5152	34.1185	34.9455	35.2950
		mo	5,079.07	5,182.72	5,288.49	5,396.40	5,506.56	5,605.69	5,706.58	5,809.30	5,913.87	6,057.22	6,117.80
		yr	60,948.78	62,192.62	63,461.84	64,756.85	66,078.69	67,268.24	68,479.01	69,711.62	70,966.48	72,686.64	73,413.60
64	Constable Sergeant	hr	34.4733	35.1768	35.8947	36.6272	37.3748	38.0476	38.7325	39.4297	40.1394	41.1123	41.5235
		mo	5,975.37	6,097.31	6,221.75	6,348.71	6,478.30	6,594.92	6,713.63	6,834.48	6,957.50	7,126.13	7,197.41
		yr	71,704.46	73,167.74	74,660.98	76,184.58	77,739.58	79,139.01	80,563.60	82,013.78	83,489.95	85,513.58	86,368.88
65	Chief Park Ranger	hr	34.4733	35.1768	35.8947	36.6272	37.3748	38.0476	38.7325	39.4297	40.1394	41.1123	41.5235
		mo	5,975.37	6,097.31	6,221.75	6,348.71	6,478.30	6,594.92	6,713.63	6,834.48	6,957.50	7,126.13	7,197.41
		yr	71,704.46	73,167.74	74,660.98	76,184.58	77,739.58	79,139.01	80,563.60	82,013.78	83,489.95	85,513.58	86,368.88
66	Chief Dep Constable	hr	37.0036	37.7588	38.5294	39.3157	40.1181	40.9368	41.7722	42.6077	43.4598	44.3291	45.2156
		mo	6,413.96	6,544.86	6,678.43	6,814.72	6,953.80	7,095.71	7,240.51	7,385.33	7,533.03	7,683.71	7,837.37
		yr	76,967.49	78,538.30	80,141.15	81,776.66	83,445.65	85,148.54	86,886.18	88,624.02	90,396.38	92,204.53	94,048.45
67	Investigator	hr	34.0286	34.7231	35.4317	35.9986	36.5745	37.1596	37.7543	38.9750	39.5986	40.2322	40.8755
		mo	5,898.29	6,018.67	6,141.49	6,239.76	6,339.58	6,441.00	6,544.08	6,755.67	6,863.76	6,973.58	7,085.09
		yr	70,779.49	72,224.05	73,697.94	74,877.09	76,074.96	77,291.97	78,528.94	81,068.00	82,365.09	83,682.98	85,021.04
68	Chief Dep Const., Pct 5	hr	40.7040	41.5347	42.3823	43.2473	44.1299	45.0305	45.9494	46.8685	47.8058	48.7620	49.7372
		mo	7,055.36	7,199.35	7,346.27	7,496.20	7,649.18	7,805.29	7,964.56	8,123.87	8,286.34	8,452.08	8,621.11
		yr	84,664.32	86,392.18	88,155.18	89,954.38	91,790.19	93,663.44	95,574.75	97,486.48	99,436.06	101,424.96	103,453.38
69	Investigations Lieutenant	hr	37.0036	37.7588	38.5294	39.3157	40.1181	40.9368	41.7722	42.6077	43.4598	44.3291	45.2156
		mo	6,413.96	6,544.86	6,678.43	6,814.72	6,953.80	7,095.71	7,240.51	7,385.33	7,533.03	7,683.71	7,837.37
		yr	76,967.49	78,538.30	80,141.15	81,776.66	83,445.65	85,148.54	86,886.18	88,624.02	90,396.38	92,204.53	94,048.45

PG		STEP	12	13	14	15	16	17	18	19	20	21
60	Park Ranger	hr	29.7015	30.2955	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014
		mo	5,148.26	5,251.22	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24
		yr	61,779.12	63,014.64	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91
61	Deputy Constable	hr	29.7015	30.2955	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014	30.9014
		mo	5,148.26	5,251.22	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24	5,356.24
		yr	61,779.12	63,014.64	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91	64,274.91
62	Deputy Constable Sr	hr	33.2851	34.0506	35.3540	35.3540	35.3540	35.3540	35.3540	35.3540	35.3540	35.3540
	Park Ranger Sr	mo	5,769.42	5,902.10	6,128.03	6,128.03	6,128.03	6,128.03	6,128.03	6,128.03	6,128.03	6,128.03
		yr	69,233.01	70,825.25	73,536.32	73,536.32	73,536.32	73,536.32	73,536.32	73,536.32	73,536.32	73,536.32
63	Park Ranger Supervisor	hr	35.9303	36.5770	37.2354	37.9056	38.1223	38.1223	38.6410	38.6410	38.6410	38.6410
		mo	6,227.92	6,340.01	6,454.14	6,570.30	6,607.87	6,607.87	6,697.77	6,697.77	6,697.77	6,697.77
		yr	74,735.02	76,080.16	77,449.63	78,843.65	79,294.38	79,294.38	80,373.28	80,373.28	80,373.28	80,373.28
64	Constable Sergeant	hr	42.2709	43.0318	43.8063	44.5948	44.8498	44.8498	45.4600	45.4600	45.4600	45.4600
		mo	7,326.96	7,458.85	7,593.09	7,729.77	7,773.97	7,773.97	7,879.73	7,879.73	7,879.73	7,879.73
		yr	87,923.47	89,506.14	91,117.10	92,757.18	93,287.58	93,287.58	94,556.80	94,556.80	94,556.80	94,556.80
65	Chief Park Ranger	hr	42.2709	43.0318	43.8063	44.5948	44.8498	44.8498	45.4600	45.4600	45.4600	45.4600
		mo	7,326.96	7,458.85	7,593.09	7,729.77	7,773.97	7,773.97	7,879.73	7,879.73	7,879.73	7,879.73
		yr	87,923.47	89,506.14	91,117.10	92,757.18	93,287.58	93,287.58	94,556.80	94,556.80	94,556.80	94,556.80
66	Chief Dep Constable	hr	45.9494	46.8684	47.8058	48.7619	49.7372	50.1267	50.1267	50.1267	50.1267	50.1267
		mo	7,964.56	8,123.86	8,286.34	8,452.06	8,621.11	8,688.63	8,688.63	8,688.63	8,688.63	8,688.63
		yr	95,574.75	97,486.27	99,436.06	101,424.75	103,453.38	104,263.54	104,263.54	104,263.54	104,263.54	104,263.54
67	Investigator	hr	41.5298	42.1942	42.8692	43.5553	43.5553	43.5553	43.5553	43.5553	43.5553	43.5553
		mo	7,198.50	7,313.66	7,430.66	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59	7,549.59
		yr	86,381.98	87,763.94	89,167.94	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02	90,595.02
68	Chief Dep Const., Pct 5	hr	50.5443	51.5552	52.5864	53.6381	54.7109	55.1393	55.1393	55.1393	55.1393	55.1393
		mo	8,761.01	8,936.23	9,114.98	9,297.27	9,483.22	9,557.48	9,557.48	9,557.48	9,557.48	9,557.48
		yr	105,132.14	107,234.82	109,379.71	111,567.25	113,798.67	114,689.74	114,689.74	114,689.74	114,689.74	114,689.74
69	Investigations Lieutenant	hr	45.9494	46.8684	47.8058	48.7619	49.7372	50.1267	50.1267	50.1267	50.1267	50.1267
		mo	7,964.56	8,123.86	8,286.34	8,452.06	8,621.11	8,688.63	8,688.63	8,688.63	8,688.63	8,688.63
		yr	95,574.75	97,486.27	99,436.06	101,424.75	103,453.38	104,263.54	104,263.54	104,263.54	104,263.54	104,263.54

EMPLOYEES WHO ARE IN POSITIONS SUBJECT TO NON-TCSO POPS THE FOLLOWING APPLIES MONTHLY:

CERTIFIED FTO:	$125	BI-LINGUAL SKILLS TEST:	$125	TCLEOSE LICENSE:		
		SPANISH		INTERMEDIATE	ADVANCED	MASTERS
CONSTABLES CPP:	$125	AMERICAN SIGN LANGUAGE		$50	$100	$150
PARK RANGERS EMT B:	$125	VIETNAMESE				

K. Classified Employee Pay Scale

Pay Grd	Pay Rate	Hiring Levels → Minimum	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6	Level 7	Midpoint	10% Above Midpoint	Maximum	Range Width	Pay Grd Diff
1-4		Retired	Note: Travis County Livable Wage for Regular Employees is $11.00/hr. ($8.46 for Temporary Employees)											
5	Hourly	$8.4567	$8.7100	$8.9700	$9.2100	$9.4700	$9.7300			$10.1481	$11.1629	$11.8394		
	Annual	$17,589.94	$18,116.80	$18,657.60	$19,156.80	$19,697.60	$20,238.40			$21,108.05	$23,218.83	$24,625.95	40%	7%
6	Hourly	$9.0480	$9.3200	$9.5900	$9.8600	$10.1400	$10.4000			$10.8576	$11.9434	$12.6672		
	Annual	$18,819.84	$19,385.60	$19,947.20	$20,508.80	$21,091.20	$21,632.00			$22,583.81	$24,842.27	$26,347.78	40%	7%
7	Hourly	$9.6814	$9.9700	$10.2600	$10.5600	$10.8400	$11.1300			$11.8597	$13.0457	$14.0380		
	Annual	$20,137.31	$20,737.60	$21,340.80	$21,964.80	$22,547.20	$23,150.40			$24,668.18	$27,135.06	$29,199.04	45%	9%
8	Hourly	$10.3570	$10.6700	$10.9800	$11.2900	$11.6000	$11.9100			$12.6874	$13.9561	$15.0177		
	Annual	$21,542.56	$22,193.60	$22,838.40	$23,483.20	$24,128.00	$24,772.80			$26,389.79	$29,028.69	$31,236.82	45%	7%
9	Hourly	$11.0854	$11.4200	$11.7500	$12.0800	$12.4100	$12.7500			$13.5796	$14.9376	$16.0738		
	Annual	$23,057.63	$23,753.60	$24,440.00	$25,126.40	$25,812.80	$26,520.00			$28,245.57	$31,070.21	$33,433.50	45%	7%
10	Hourly	$11.8661	$12.2200	$12.5800	$12.9400	$13.2900	$13.6400	$14.0000		$14.5360	$15.9896	$17.2058		
	Annual	$24,681.49	$25,417.60	$26,166.40	$26,915.20	$27,643.20	$28,371.20	$29,120.00		$30,234.88	$33,258.37	$35,788.06	45%	7%
11	Hourly	$12.7007	$13.0800	$13.4600	$13.8500	$14.2300	$14.6100	$14.9900		$15.5584	$17.1142	$18.4160		
	Annual	$26,417.46	$27,206.40	$27,996.80	$28,808.00	$29,598.40	$30,388.80	$31,179.20		$32,361.47	$35,597.54	$38,305.28	45%	7%
12	Hourly	$13.5877	$13.9900	$14.4000	$14.8100	$15.2200	$15.6200	$16.0300		$16.6450	$18.3095	$19.7022		
	Annual	$28,262.42	$29,099.20	$29,952.00	$30,804.80	$31,657.60	$32,489.60	$33,342.40		$34,621.60	$38,083.76	$40,980.58	45%	7%
13	Hourly	$14.5379	$14.9800	$15.4100	$15.8500	$16.2900	$16.7200	$17.1600		$17.8090	$19.5899	$21.0800		
	Annual	$30,238.83	$31,158.40	$32,052.80	$32,968.00	$33,883.20	$34,777.60	$35,692.80		$37,042.72	$40,746.99	$43,846.40	45%	7%
14	Hourly	$15.5507	$16.0200	$16.4800	$16.9500	$17.4100	$17.8900	$18.3500		$19.0496	$20.9546	$22.5485		
	Annual	$32,345.46	$33,321.60	$34,278.40	$35,256.00	$36,212.80	$37,211.20	$38,168.00		$39,623.17	$43,585.57	$46,900.88	45%	7%
15	Hourly	$16.6387	$17.1400	$17.6400	$18.1300	$18.6300	$19.1400	$19.6300		$20.7984	$22.8782	$24.9581		
	Annual	$34,608.50	$35,651.20	$36,691.20	$37,710.40	$38,750.40	$39,811.20	$40,830.40		$43,260.67	$47,586.66	$51,912.85	50%	9%
16	Hourly	$17.8000	$18.3400	$18.8700	$19.4000	$19.9400	$20.4700	$21.0000		$22.2500	$24.4750	$26.7000		
	Annual	$37,024.00	$38,147.20	$39,249.60	$40,352.00	$41,475.20	$42,577.60	$43,680.00		$46,280.00	$50,908.00	$55,536.00	50%	7%
17	Hourly	$19.0457	$19.6200	$20.1900	$20.7600	$21.3300	$21.9000	$22.4800		$23.8072	$26.1879	$28.5686		
	Annual	$39,615.06	$40,809.60	$41,995.20	$43,180.80	$44,366.40	$45,552.00	$46,758.40		$49,518.98	$54,470.83	$59,422.69	50%	7%
18	Hourly	$20.3760	$20.9900	$21.6000	$22.2100	$22.8200	$23.4300	$24.0500		$25.4700	$28.0170	$30.5640		
	Annual	$42,382.08	$43,659.20	$44,928.00	$46,196.80	$47,465.60	$48,734.40	$50,024.00		$52,977.60	$58,275.36	$63,573.12	50%	7%
19	Hourly	$21.8012	$22.4600	$23.1100	$23.7600	$24.4200	$25.0700	$25.7300		$27.2515	$29.9767	$32.7018		
	Annual	$45,346.50	$46,716.80	$48,068.80	$49,420.80	$50,793.60	$52,145.60	$53,518.40		$56,683.12	$62,351.54	$68,019.74	50%	7%
20	Hourly	$23.3321	$24.0400	$24.7300	$25.4300	$26.1300	$26.8300	$27.5300	$28.2300	$29.1652	$32.0817	$34.9982		
	Annual	$48,530.77	$50,003.20	$51,438.40	$52,894.40	$54,350.40	$55,806.40	$57,262.40	$58,718.40	$60,663.62	$66,729.94	$72,796.26	50%	7%
21	Hourly	$24.9685	$25.7200	$26.4700	$27.2100	$27.9600	$28.7100	$29.4600	$30.2100	$31.2107	$34.3318	$37.4528		
	Annual	$51,934.48	$53,497.60	$55,057.60	$56,596.80	$58,156.80	$59,716.80	$61,276.80	$62,836.80	$64,918.26	$71,410.14	$77,901.82	50%	7%
22	Hourly	$26.7206	$27.5200	$28.3200	$29.1300	$29.9300	$30.7300	$31.5300	$32.3300	$33.4008	$36.7409	$40.0809		
	Annual	$55,578.85	$57,241.60	$58,905.60	$60,590.40	$62,254.40	$63,918.40	$65,582.40	$67,246.40	$69,473.66	$76,421.07	$83,368.27	50%	7%
23	Hourly	$28.5897	$29.4500	$30.3100	$31.1600	$32.0200	$32.8800	$33.7300	$34.5900	$37.1666	$40.8833	$45.7435		
	Annual	$59,466.58	$61,256.00	$63,044.80	$64,812.80	$66,601.60	$68,390.40	$70,158.40	$71,947.20	$77,306.53	$85,037.26	$95,146.48	60%	11%
24	Hourly	$30.5954	$31.5100	$32.4300	$33.3500	$34.2700	$35.1900	$36.1000	$37.0200	$39.7740	$43.7514	$48.9526		
	Annual	$63,638.43	$65,540.80	$67,454.40	$69,368.00	$71,281.60	$73,195.20	$75,088.00	$77,001.60	$82,729.92	$91,002.91	$101,821.41	60%	7%
25	Hourly	$32.7384	$33.7200	$34.7100	$35.6800	$36.6600	$37.6500	$38.6300	$39.6200	$42.5599	$46.8159	$52.3814		
	Annual	$68,095.87	$70,137.60	$72,196.80	$74,214.40	$76,252.80	$78,312.00	$80,350.40	$82,409.60	$88,524.59	$97,377.07	$108,953.31	60%	7%
26	Hourly	$35.0296	$36.0800	$37.1400	$38.1800	$39.2400	$40.2800	$41.3400	$42.3800	$45.5385	$50.0924	$56.0474		
	Annual	$72,861.57	$75,046.40	$77,251.20	$79,414.40	$81,619.20	$83,782.40	$85,987.20	$88,150.40	$94,720.08	$104,192.19	$116,578.59	60%	7%
27	Hourly	$37.4791	$38.6000	$39.7300	$40.8600	$41.9700	$43.1000	$44.2300	$45.3500	$48.7229	$53.5952	$59.9666		
	Annual	$77,956.53	$80,288.00	$82,638.40	$84,988.80	$87,297.60	$89,648.00	$91,998.40	$94,328.00	$101,343.63	$111,478.02	$124,730.53	60%	7%
28	Hourly	$40.1079	$41.3100	$42.5200	$43.7200	$44.9300	$46.1300	$47.3200	$48.5300	$52.1403	$57.3543	$64.1726		
	Annual	$83,424.43	$85,924.80	$88,441.60	$90,937.60	$93,454.40	$95,950.40	$98,425.60	$100,942.40	$108,451.82	$119,296.94	$133,479.01	60%	7%
29	Hourly	$42.9162	$44.2100	$45.4900	$46.7800	$48.0600	$49.3500	$50.6500	$51.9300	$55.7911	$61.3702	$68.6659		
	Annual	$89,265.70	$91,956.80	$94,619.20	$97,302.40	$99,964.80	$102,648.00	$105,352.00	$108,014.40	$116,045.49	$127,650.02	$142,825.07	60%	7%
30	Hourly	$45.9251	$47.3000	$48.6800	$50.0600	$51.4300	$52.8200	$54.1900	$55.5700	$59.7027	$65.6730	$73.4802		
	Annual	$95,524.21	$98,384.00	$101,254.40	$104,124.80	$106,974.40	$109,865.60	$112,715.20	$115,585.60	$124,181.62	$136,599.84	$152,838.82	60%	7%
31	Hourly	$49.1452	$50.6100	$52.0900	$53.5700	$55.0400	$56.5200	$57.9900	$59.4700	$63.8888	$70.2777	$78.6323		
	Annual	$102,222.02	$105,268.80	$108,347.20	$111,425.60	$114,483.20	$117,561.60	$120,619.20	$123,697.60	$132,888.70	$146,177.62	$163,555.18	60%	7%
32	Hourly	$52.5869	$54.1600	$55.7400	$57.3200	$58.9000	$60.4800	$62.0500	$63.6300	$68.3630	$75.1993	$84.1390		
	Annual	$109,380.75	$112,652.80	$115,939.20	$119,225.60	$122,512.00	$125,798.40	$129,064.00	$132,350.40	$142,195.04	$156,414.54	$175,009.12	60%	7%
33	Hourly	$56.2680	$57.9600	$59.7000	$61.4900	$63.3300	$65.2300	$67.1900	$69.2100	$73.1484	$80.4632	$90.0287		
	Annual	$117,037.44	$120,556.80	$124,176.00	$127,899.20	$131,726.40	$135,678.40	$139,755.20	$143,956.80	$152,148.60	$167,363.46	$187,259.76	60%	7%
34	Hourly	$60.2068	$62.0100	$63.8700	$65.7900	$67.7600	$69.7900	$71.8800	$74.0400	$78.2688	$86.0957	$96.3309		
	Annual	$125,230.14	$128,980.80	$132,849.60	$136,843.20	$140,940.80	$145,163.20	$149,510.40	$154,003.20	$162,799.19	$179,079.11	$200,368.23	60%	7%
35	Hourly	$64.4213	$66.3500	$68.3400	$70.3900	$72.5000	$74.6800	$76.9200	$79.2300	$83.7477	$92.1225	$103.0741		
	Annual	$133,996.30	$138,008.00	$142,147.20	$146,411.20	$150,800.00	$155,334.40	$159,993.60	$164,798.40	$174,195.20	$191,614.71	$214,394.09	60%	7%

Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 854-9106
Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE AN ORDER TO DESIGNATE THE REGULAR MEETING DAYS OF COMMISSIONERS COURT OF TRAVIS COUNTY

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:

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.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

314 W. 11TH, STREET
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AUSTIN, TEXAS 78701

P. O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9513
FAX: (512) 854-4808

TRANSACTIONS DIVISION

JOHN C. HILLE, JR., DIRECTOR †
BARBARA J. WILSON
MARY ETTA GERHARDT
TENLEY A. ALDREDGE
JAMES M. CONNOLLY
DANIEL BRADFORD

† Member of the College
of the State Bar of Texas

September 12, 2012

Commissioners Court
P. O. Box 1478
Austin, Texas 78767

Re: Designation of the Regular Meeting Day of the Commissioners Court

Dear Judge and Commissioners:

Each year at the last regular meeting of the commissioners court of the fiscal year, the court must designate by order the days of the week on which it will convene for its regular term. Because I am not aware of any discussion about changing the day that the court intends to meet, I have prepared the attached order designating Tuesday as the day on which the regular term will convene. If the court prefers another day, please advise me so that another order can be prepared.

Sincerely,

Barbara Wilson

Barbara Wilson
Assistant County Attorney

AN ORDER TO DESIGNATE THE REGULAR MEETING DAY OF COMMISSIONERS COURT OF TRAVIS COUNTY

RECITALS

The designation of the regular meeting day of Commissioners Court is required by Local Government Code section 81.005 (a).

ORDER

The Commissioners Court of Travis County, Texas hereby orders that Tuesday be the day of the week on which Commissioners Court convenes in weekly regular terms during the fiscal year commencing October 1, 2012 and ending September 30, 2013.

The Commissioners Court of Travis County, Texas hereby further orders that September 30, the last work day of the Travis County fiscal year be the day of the year on which Commissioners Court convenes its annual regular term during the fiscal year commencing October 1, 2012 and ending September 30, 2013.

Date of Order:_____

TRAVIS COUNTY COMMISSIONERS COURT

_____
Samuel T. Biscoe, County Judge

_____
Ron Davis
Commissioner, Precinct 1

_____
Sarah Eckhardt
Commissioner, Precinct 2

_____
Karen Huber
Commissioner, Precinct 3

_____
Margaret Gómez
Commissioner, Precinct 4

Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 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 ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2012; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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.

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

TRAVIS COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS
SERIES 2012

Adopted: September 25, 2012

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EXECUTION

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AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, SERIES 2012, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $38,000,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County, Texas (the "County"), desires to issue the bonds hereinafter authorized for the purpose of refunding certain of its outstanding limited tax obligations as identified and described on Schedule I attached hereto (collectively, the "Refunded Obligations Candidates"); and

WHEREAS, it is intended that all or a portion of the Refunded Obligations Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), provides that the County is authorized to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing the proceeds of such refunding bonds with a trust company or commercial bank authorized to receive such deposit under Chapter 1207 in an amount sufficient, together with other lawfully available funds of the County, if any, to provide for the payment or redemption of the Refunded Obligations, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is a commercial bank that does not currently act as a depository for the County; and

WHEREAS, as authorized by Chapter 1207, the County desires to appoint The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent for the Refunded Obligations (the "Escrow Agent") and to enter into an escrow agreement with the Escrow Agent pursuant to which proceeds of the bonds herein authorized (the "Bonds"), together with other lawfully available funds of the County, if any, will be deposited with the Escrow Agent and applied in manner sufficient to provide for the full and timely payment of all interest on and principal of the Refunded Obligations; and

WHEREAS, upon the issuance of the Bonds and the creation of an escrow fund referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations, shall be, with respect to the Refunded Obligations discharged, terminated and defeased; and

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

WHEREAS, it is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a debt service savings payable by the County in an amount to be certified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations and that the issuance of the Bonds is in the public interest and the use of the proceeds thereof in the manner specified herein constitutes a valid public purpose; NOW, THEREFORE,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

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

"Authorized Officer" means the County Judge of the County.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02 of this Order.

"Bonds" means the County's bonds authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Limited Tax Refunding Bonds, Series 2012."

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

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

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

"County" means Travis County, Texas.

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

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

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

"Escrow Agreement" means that certain Escrow Agreement, dated as of the Bond Date, between the County and the Escrow Agent.

"Escrow Fund" means the fund established by the Escrow Agreement to hold cash and securities for the payment of the principal of and interest on the Refunded Obligations.

"Event of Default" means any event of default as defined in Section 10.01.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Bond" means the Initial Bond authorized by Section 3.04.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1 as designated in the Pricing Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer.

"Purchase Agreement" means the Bond Purchase Agreement between the County and the Underwriters providing for the sale of the Bonds to the Underwriters.

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

"Refunded Obligations" mean those Obligations of the County designated as such in the Pricing Certificate from the list of Refunded Obligations Candidates.

"Refunded Obligations Candidates" mean the outstanding obligations of the County identified and described on Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a).

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

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

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payment" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable.

"Underwriters" mean First Southwest Company and Estrada Hinojosa & Company, Inc.

Section 1.02 Findings.

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

Section 1.03 Table of Contents, Titles and Headings.

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

Section 1.04 Interpretation.

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

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

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each

succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

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

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

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

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Limited Tax Refunding Bonds, Series 2012, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Limited Tax Refunding Bonds, Series 2012" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of not to exceed $38,000,000, without regard to premium received in connection with the sale of the Bonds, for the purpose of providing funds to refund the Refunded Obligations and to pay the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

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

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

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

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

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date

payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

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

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

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

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Underwriters, or their designee, executed by the County Judge and County Clerk, by manual or facsimile signature, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be

delivered to the representative of the Underwriters or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriters a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

Section 3.06 Registration, Transfer and Exchange.

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

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

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

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

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

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the requirements of the Securities Exchange Act of 1934, as amended.

Section 3.08 Temporary Bonds.

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

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

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

Section 3.09 Replacement Bonds.

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

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

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

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

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

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

Section 3.10 Book-Entry Only System.

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as

shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

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

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

Section 3.12 Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The Bonds shall be subject to redemption at the option of the County at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

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

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

Section 4.03 Partial Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

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

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

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

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

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

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

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

Section 4.06 Payment Upon Redemption.

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

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

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

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

Section 5.03 Maintaining Paying Agent/Registrar.

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

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

Section 5.04 Termination.

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

Section 5.05 Notice of Change to Owners.

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

Section 5.06 Agreement to Perform Duties and Functions.

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

Section 5.07 Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

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

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

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

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

Section 6.02 CUSIP Registration.

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

Section 6.03 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds shall be sold at private sale to the Underwriters in accordance with the terms of this Order, the Pricing Certificate and the Purchase Agreement. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the County upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the form in which the Bonds shall be issued, the aggregate principal amount of Bonds to be issued, the selection of and aggregate principal amount of Refunded Obligations Candidates to be refunded, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity of the Bonds, the first interest payment date, the terms upon which the Bonds shall be subject to redemption prior to maturity at the option of the County and subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate, provided that the following conditions can be satisfied:

(i) The Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(ii) The aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed $38,000,000, without regard to premium received in connection with the sale of the Bonds, and shall equal an amount sufficient to provide for the refunding of the maximum amount of the Refunded Obligations to be selected from the Refunded Obligations Candidates identified in Schedule I hereto that will:

(A) result in a debt service net present value savings of no less than 4.00%; and

(B) not require the refunding of any maturity of any series of Refunded Obligations (1) that would not produce an incremental reduction in debt service costs to the County on a net present value basis for such maturity of Refunded Obligations, a term maturity being considered a single maturity for such purposes, or (2) that would adversely affect the tax-exempt status of the Refunded Obligations or the Bonds,

all based on bond market conditions and available interest rates for the Bonds on the date of the sale of the Bonds, all as set forth in the Pricing Certificate. The Refunded Obligations shall be identified in the Pricing Certificate in accordance with the preceding sentence, except that is less than an entire maturity is be refunded, the Refunded Obligations to be redeemed within a maturity shall be selected as provided in the orders authorizing their issuance and, if not so provided, by lot; and

(iii) the yield on the Bonds, as computed for federal arbitrage purposes, shall not exceed 4.00%.

(b) The form, terms and provisions of the Purchase Agreement, in substantially final form except for the information to be determined on the date of sale of the Bonds, and presented to the Commissioners Court on the date hereof, is hereby accepted, approved and authorized. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All appropriate officers, employees, and agents of the County are authorized to carry out and comply with the terms and provisions of such Purchase Agreement. It is hereby found and declared the above price and terms of sale of the Bonds are the most advantageous reasonably obtainable by the County.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on March 1, 2013, unless otherwise extended by the Commissioners Court by separate action.

(d) The Preliminary Official Statement, in the substantially final form submitted to the Commissioners Court at this meeting, is hereby approved and the use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters is hereby authorized and is hereby deemed final as of its date within the meaning and for the purposes of

paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of copies thereof to the Underwriters. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters, may be used The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriters are hereby ratified, approved and confirmed.

(e) All officers of the County are authorized to execute such documents, certificates and receipts, and to make such elections with respect to the tax-exempt status of Bonds, as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of the Purchase Agreement and to carry out the terms and purposes of this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds.

(f) The appropriate officers of the County are hereby authorized and directed to deliver to Bond Counsel to the County a check payable to the Attorney General of Texas in an amount equal to 1/10 of 1% of the principal amount of the Bonds, not to exceed $9,500, for payment of the fee required in connection with the approval by the Attorney General of the Bonds and the transcript of proceedings pertaining thereto.

Section 7.02 Control and Delivery of Bonds.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriters under and subject to the general supervision and direction of the Authorized Officer, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

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

(b) A portion of the proceeds from the sale of the Bonds, together with other funds of the County, if any, as set forth in the Pricing Certificate, shall be applied to establish the Escrow Fund and shall be applied as provided in the Escrow Agreement to refund the Refunded Obligations and, to the extent not otherwise provided for, to pay all expenses arising in connection with the establishment of the Escrow Fund and the refunding of the Refunded Obligations.

(c) The remaining bond proceeds shall be deposited as directed by the Authorized Officer and shall be used to pay the costs and expenses pertaining to the issuance of the Bonds, concurrently with the initial delivery thereof. To the extent any of such amount is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

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

(c) Amounts on deposit in the Escrow Fund shall be invested as provided in the Escrow Agreement.

Section 8.02 Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund. Interest and income derived from investment of the Escrow Fund shall be applied as provided in the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

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

Section 9.02 Other Representations and Covenants.

(a) The County will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the County will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the County will, at the times and in the

manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

ARTICLE X

PROVISIONS CONCERNING FEDERAL INCOME TAX EXCLUSION

Section 10.01 General Tax Covenants.

The County intends that the interest on the Bonds will be excludable from gross income for purposes of federal income taxation pursuant to sections 103 and 141 through 150 of the Code and the applicable Treasury Regulations promulgated thereunder (the "Regulations"). The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would (i) cause the interest on the Bonds to be includable in the gross income, as defined in section 61 of the Code, of the holders thereof for purposes of federal income taxation or (ii) result in the violation of or failure to satisfy any provision of Section 103 and 141 through 150 of the Code and the applicable Regulations. In particular, the County covenants and agrees to comply with each requirement of this Article X, provided, however, that the County will not be required to comply with any particular requirement of this Article X if the County has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that (i) such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or (ii) compliance with some other requirement set forth in this Article X will satisfy the applicable requirements of the Code, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Article X.

Section 10.02 No Private Use or Payment and No Private Loan Financing.

The County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the proceeds of the Refunded Bonds have not been and proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations. The County covenants and agrees that it will make such use of the proceeds of the Bonds, including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations.

Section 10.03 No Federal Guaranty.

The County covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be

"federally guaranteed" within the meaning of section 149(b) of the Code and the Regulations, except as permitted by section 149(b)(3) of the Code and the Regulations.

Section 10.04 Bonds are not Hedge Bonds.

The County covenants and agrees not to take any action, or knowingly omit to take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Refunded Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the Regulations.

Section 10.05 No-Arbitrage Covenant.

The County will certify, through an authorized officer, employee or agent, that, based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations. Moreover, the County covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the Regulations.

Section 10.06 Arbitrage Rebate.

If the County does not qualify for an exception to the requirements of section 148(f) of the Code, the County will take all necessary steps to comply with the requirement that certain amounts earned by the County on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code) be rebated to the federal government. Specifically, the County will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the County allocable to other bond issue of the County or moneys that do not represent gross proceeds of any bonds of the County, (ii) calculate at such times as are required by the Regulations, the amount earned from the investment of the gross proceeds of the Bonds that is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under the Regulations, all amounts required to be rebated to the federal government. Further, the County will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

Section 10.07 Information Reporting.

The County covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar

quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the Regulations.

Section 10.08 Record Retention. The County will retain all pertinent and material records relating to the use and expenditure of the proceeds of the Refunded Bonds and the Bonds until three years after the last Bond is redeemed, or such shorter period as authorized by subsequent guidance issued by the Department of Treasury, if applicable. All records will be kept in a manner that ensures their complete access throughout the retention period. For this purpose, it is acceptable that such records are kept either as hardcopy books and records or in an electronic storage and retrieval system, provided that such electronic system includes reasonable controls and quality assurance programs that assure the ability of the County to retrieve and reproduce such books and records in the event of an examination of the Bonds by the Internal Revenue Service.

Section 10.09 Registration. The Bonds will be issued in registered form.

Section 10.10 Continuing Obligation.

Notwithstanding any other provision of this Order, the County's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the exclusion from gross income of interest on the Bonds for federal income tax purposes.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01 Events of Default.

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

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

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

Section 11.02 Remedies for Default.

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

that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

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

Section 11.03 Remedies Not Exclusive.

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

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

ARTICLE XII

DISCHARGE

Section 12.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by then applicable law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

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

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

Section 13.02 Material Event Notices.

(i) nonpayment related defaults, if material;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) substitution of credit or liquidity providers, or their failure to perform;

(v) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(vi) modifications to rights of Owners, if material;

(vii) bond calls, if material and tender offers;

(viii) defeasance;

(ix) release, substitution, or sale of property securing repayment of the Bonds, if material;

(x) rating changes;

(xi) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(xii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiii) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

For these purposes, any event described in the immediately preceding clause (xii) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the County in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction

has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the County.

(b) The County shall notify the MSRB, in a timely manner, of any failure by the County to provide financial information or operating data in accordance with Section 13.02 of this Order by the time required by such Section.

Section 13.03 Limitations, Disclaimers and Amendments.

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

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

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

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

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

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

or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT

Section 14.01 Appointment of Escrow Agent; Approval of Escrow Agreement.

The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as Escrow Agent for the Refunded Obligations. The Escrow Agreement, in substantially the form presented at this meeting and subject to such insertions and changes as may be required to conform the Escrow Agreement to the terms of the Pricing Certificate and the refunding of the Refunded Obligations. The Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement.

Section 14.02 Purchase of Securities for Escrow Fund.

The Authorized Officer is authorized to make necessary arrangements for the purchase of the Federal Securities referenced in the Escrow Agreement, including, without limitation, the execution of such documents, certificates or instruments as may be necessary in connection therewith including the execution of subscriptions for the purchase of United States Treasury Securities – State and Local Government Series. All actions of the Authorized Officer taken prior to the date of this Order in connection with making arrangements for the purchase of such Federal Securities are hereby ratified and affirmed.

Section 14.03 Redemption of Refunded Obligations.

The Refunded Obligations described in the Pricing Certificate are hereby called for redemption and shall be redeemed prior to their stated maturities on the respective dates and at the redemption prices set forth in the Pricing Certificate. Following the deposit to the Escrow Fund as herein and in the Pricing Certificate specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund.

Section 14.04 Notice of Redemption.

The County Clerk is hereby authorized to cause notice of redemption to be given to the Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, by delivering a copy of this Order and the Pricing Certificate thereto. The Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, is hereby authorized and directed to give notice of redemption with respect to the Refunded Obligations as required under the orders pursuant to which the Refunded Obligations were issued.

PASSED AND APPROVED this 25th day of September, 2012.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

1. The portions of the financial statements of the County appended to the Official Statement as Appendix D, but for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS CANDIDATES

Limited Tax Refunding Bonds, Taxable Series 2012

Summary of Bonds Refunded

	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Certificates of Obligation, Series 2003, CO2003:					
	3/1/2014	3.900%	790,000.00	3/1/2013	100.000
	3/1/2023	3.000%	1,000,000.00	3/1/2013	100.000
			1,790,000.00		
Certificates of Obligation, Series 2006, CO2006:					
	3/1/2018	4.125%	660,000.00	3/1/2016	100.000
	3/1/2019	4.200%	690,000.00	3/1/2016	100.000
	3/1/2020	4.250%	730,000.00	3/1/2016	100.000
	3/1/2021	4.300%	765,000.00	3/1/2016	100.000
	3/1/2022	4.300%	805,000.00	3/1/2016	100.000
	3/1/2023	4.350%	845,000.00	3/1/2016	100.000
	3/1/2024	4.375%	890,000.00	3/1/2016	100.000
	3/1/2025	4.400%	835,000.00	3/1/2016	100.000
	3/1/2026	4.400%	980,000.00	3/1/2016	100.000
			7,200,000.00		
Limited Tax Refunding Bonds Ser 2004, LTRB2004:					
	3/1/2015	5.000%	285,000.00	3/1/2014	100.000
	3/1/2016	3.800%	150,000.00	3/1/2014	100.000
	3/1/2019	4.000%	60,000.00	3/1/2014	100.000
	3/1/2020	4.125%	60,000.00	3/1/2014	100.000
			555,000.00		
Permanent Improvement Bonds, Series 2003, PIB2003:					
	3/1/2014	3.900%	200,000.00	3/1/2013	100.000
Permanent Improvement Bonds, Series 2004, PIB2004:					
	3/1/2015	3.450%	210,000.00	3/1/2014	100.000
	3/1/2016	3.600%	220,000.00	3/1/2014	100.000
	3/1/2017	3.750%	225,000.00	3/1/2014	100.000
	3/1/2018	3.850%	240,000.00	3/1/2014	100.000
	3/1/2019	4.000%	250,000.00	3/1/2014	100.000
	3/1/2020	4.000%	260,000.00	3/1/2014	100.000
	3/1/2021	4.100%	270,000.00	3/1/2014	100.000
	3/1/2022	4.200%	285,000.00	3/1/2014	100.000
	3/1/2023	4.250%	300,000.00	3/1/2014	100.000
	3/1/2024	4.300%	310,000.00	3/1/2014	100.000
			2,570,000.00		
Permanent Improvement Bonds, Series 2005, PIB2005:					
	3/1/2016	4.000%	195,000.00	3/1/2015	100.000
	3/1/2017	4.000%	205,000.00	3/1/2015	100.000
	3/1/2018	4.000%	215,000.00	3/1/2015	100.000
	3/1/2019	4.000%	220,000.00	3/1/2015	100.000
	3/1/2020	4.000%	230,000.00	3/1/2015	100.000
	3/1/2021	4.000%	240,000.00	3/1/2015	100.000

3/1/2022	4.125%	250,000.00	3/1/2015	100.000
3/1/2023	4.125%	260,000.00	3/1/2015	100.000
3/1/2024	4.250%	275,000.00	3/1/2015	100.000
3/1/2025	4.250%	285,000.00	3/1/2015	100.000
		2,375,000.00		

Permanent Improvement Bonds, Series 2006, PIB2006:

3/1/2021	4.375%	2,705,000.00	3/1/2016	100.000
3/1/2022	4.375%	2,845,000.00	3/1/2016	100.000
3/1/2024	4.500%	3,140,000.00	3/1/2016	100.000
3/1/2025	4.500%	3,305,000.00	3/1/2016	100.000
		11,995,000.00		

U/L Tax Road Bds Ser 2004, UTRB2004:

3/1/2015	3.400%	400,000.00	3/1/2014	100.000
3/1/2016	3.600%	415,000.00	3/1/2014	100.000
3/1/2017	3.750%	435,000.00	3/1/2014	100.000
3/1/2018	3.850%	455,000.00	3/1/2014	100.000
3/1/2019	4.000%	475,000.00	3/1/2014	100.000
3/1/2020	4.100%	500,000.00	3/1/2014	100.000
3/1/2021	4.200%	520,000.00	3/1/2014	100.000
3/1/2022	4.250%	545,000.00	3/1/2014	100.000
3/1/2023	4.300%	570,000.00	3/1/2014	100.000
3/1/2024	4.375%	595,000.00	3/1/2014	100.000
		4,910,000.00		

U/L Tax Road Bds Ser 2005, UTRB2005:

3/1/2016	3.750%	55,000.00	3/1/2015	100.000
3/1/2017	3.900%	60,000.00	3/1/2015	100.000
3/1/2018	4.000%	60,000.00	3/1/2015	100.000
3/1/2019	4.000%	65,000.00	3/1/2015	100.000
3/1/2020	4.100%	65,000.00	3/1/2015	100.000
3/1/2021	4.125%	70,000.00	3/1/2015	100.000
3/1/2022	4.200%	75,000.00	3/1/2015	100.000
3/1/2023	4.250%	75,000.00	3/1/2015	100.000
3/1/2024	4.300%	80,000.00	3/1/2015	100.000
3/1/2025	4.375%	85,000.00	3/1/2015	100.000
		690,000.00		

U/L Tax Road Bds Ser 2006, UTRB2006:

3/1/2021	4.375%	990,000.00	3/1/2016	100.000
3/1/2022	4.375%	1,040,000.00	3/1/2016	100.000
3/1/2023	4.500%	1,095,000.00	3/1/2016	100.000
3/1/2024	4.500%	1,150,000.00	3/1/2016	100.000
		4,275,000.00		
		36,560,000.00		

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 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 ACTION ON AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2012; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached documentation

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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.

AN ORDER OF THE

TRAVIS COUNTY COMMISSIONERS COURT

authorizing

TRAVIS COUNTY, TEXAS
LIMITED TAX REFUNDING BONDS
TAXABLE SERIES 2012

Adopted: September 25, 2012

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AN ORDER AUTHORIZING THE ISSUANCE OF TRAVIS COUNTY, TEXAS, LIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2012, IN THE AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $23,000,000; LEVYING A TAX IN PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO

WHEREAS, Travis County, Texas (the "County"), desires to issue the bonds hereinafter authorized for the purpose of refunding certain of its outstanding limited tax obligations as identified and described on Schedule I attached hereto (collectively, the "Refunded Obligations Candidates"); and

WHEREAS, it is intended that all or a portion of the Refunded Obligations Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code ("Chapter 1207"), provides that the County is authorized to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing the proceeds of such refunding bonds with a trust company or commercial bank authorized to receive such deposit under Chapter 1207 in an amount sufficient, together with other lawfully available funds of the County, if any, to provide for the payment or redemption of the Refunded Obligations, and that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is a commercial bank that does not currently act as a depository for the County; and

WHEREAS, as authorized by Chapter 1207, the County desires to appoint The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent for the Refunded Obligations (the "Escrow Agent") and to enter into an escrow agreement with the Escrow Agent pursuant to which proceeds of the bonds herein authorized (the "Bonds"), together with other lawfully available funds of the County, if any, will be deposited with the Escrow Agent and applied in manner sufficient to provide for the full and timely payment of all interest on and principal of the Refunded Obligations; and

WHEREAS, upon the issuance of the Bonds and the creation of an escrow fund referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such Escrow Agreement, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Obligations, shall be, with respect to the Refunded Obligations discharged, terminated and defeased; and

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

WHEREAS, it is hereby found and determined that the refunding contemplated in this Order will benefit the County by providing a debt service savings payable by the County in an amount to be certified in the Pricing Certificate, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations and that the issuance of the Bonds is in the public interest and the use of the proceeds thereof in the manner specified herein constitutes a valid public purpose; NOW, THEREFORE,

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

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

"Authorized Officer" means the County Judge of the County.

"Bond" means any of the Bonds.

"Bond Date" means the date designated as the date of the Bonds by Section 3.02 of this Order.

"Bonds" means the County's bonds authorized to be issued by Section 3.01 of this Order and designated as "Travis County, Texas, Limited Tax Refunding Bonds, Taxable Series 2012."

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

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, including applicable regulations, published rulings and court decisions.

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

"County" means Travis County, Texas.

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

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

"Escrow Agent" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas.

"Escrow Agreement" means that certain Escrow Agreement, dated as of the Bond Date, between the County and the Escrow Agent.

"Escrow Fund" means the fund established by the Escrow Agreement to hold cash and securities for the payment of the principal of and interest on the Refunded Obligations.

"Event of Default" means any event of default as defined in Section 10.01.

"Fiscal Year" means such fiscal year as shall from time to time be set by the Commissioners Court.

"Initial Bond" means the Initial Bond authorized by Section 3.04.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being March 1 and September 1 as designated in the Pricing Certificate.

"MSRB" means the Municipal Securities Rulemaking Board.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means initially the County Treasurer of Travis County, Texas, or any successor thereto as provided in this Order.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer.

"Purchase Agreement" means the Bond Purchase Agreement between the County and the Underwriter providing for the sale of the Bonds to the Underwriter.

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

"Refunded Obligations" mean those Obligations of the County designated as such in the Pricing Certificate from the list of Refunded Obligations Candidates.

"Refunded Obligations Candidates" mean the outstanding obligations of the County identified and described on Schedule I attached hereto which are authorized to be designated as Refunded Obligations in the Pricing Certificate.

"Register" means the Register specified in Section 3.06(a).

"Representations Letter" means the Blanket Letter of Representations between the County and DTC.

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

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the Special Payment Date prescribed by Section 3.03(b).

"Special Record Date" means the Special Record Date prescribed by Section 3.03(b).

"Unclaimed Payment" means money deposited with the Paying Agent/Registrar for the payment of principal of or interest on the Bonds as the same come due and payable.

"Underwriter" means BOSC, Inc.

Section 1.02 Findings.

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

Section 1.03 Table of Contents, Titles and Headings.

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

Section 1.04 Interpretation.

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

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

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Texas Constitution and the laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each

succeeding year thereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the County, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

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

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

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

Section 2.02 Interest and Sinking Fund.

(a) The County hereby establishes a special fund or account to be designated the "Travis County, Texas, Limited Tax Refunding Bonds, Taxable Series 2012, Interest and Sinking Fund" (the "Interest and Sinking Fund"), said fund to be maintained at an official depository bank of the County separate and apart from all other funds and accounts of the County.

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The County's bonds to be designated "Travis County, Texas, Limited Tax Refunding Bonds, Taxable Series 2012" (the "Bonds"), are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code. The Bonds shall be issued in the aggregate principal amount of not to exceed $23,000,000 for the purpose of providing funds to refund the Refunded Obligations and to pay the costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities and Interest.

(a) The Bonds shall be dated the date set forth in the Pricing Certificate. The Bonds shall be in fully registered form, without coupons, in the denomination of $5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered T-1.

(b) The Bonds shall mature on March 1 in the years and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond respectively until its maturity or prior redemption from the later of the Bond Date or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be calculated on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

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

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

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

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

(e) If the date for the payment of the principal of or interest on the Bonds is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the original date

payment was due and no additional interest shall be due by reason of nonpayment on the date on which such payment is otherwise stated to be due and payable.

(f) Unclaimed Payments of amounts due hereunder shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code, any Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three years after the retirement of all outstanding Bonds, such money shall be paid to the County to be used for any lawful purpose. Thereafter, neither the County, the Paying Agent/Registrar nor any other person shall be liable or responsible to any Owners of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6 of the Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

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

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

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

(d) On the Closing Date, one Initial Bond representing the entire principal amount of all Bonds, payable in stated installments to the Underwriter, or their designee, executed by the County Judge and County Clerk, by manual or facsimile signature, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be

delivered to the representative of the Underwriter or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver to DTC on behalf of the Underwriter a single typewritten Bond for each maturity of the Bonds, in the aggregate principal amount thereof, registered in the name of Cede & Co., as nominee of DTC.

Section 3.05 Ownership.

(a) The County, the Paying Agent/Registrar and any other person may treat the person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes (except that interest will be paid to the person in whose name such bond is registered on the Record Date or Special Record Date, as applicable), whether or not such Bond is overdue, and neither the County nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

Section 3.06 Registration, Transfer and Exchange.

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

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

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

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

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

(f) Neither the County nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within 45 calendar days of the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation.

All Bonds paid in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled and proper records shall be made regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of cancelled Bonds in accordance with the requirements of the Securities Exchange Act of 1934, as amended.

Section 3.08 Temporary Bonds.

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

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

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

Section 3.09 Replacement Bonds.

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

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

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

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

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

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

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

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

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

Section 3.10 Book-Entry Only System.

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the County and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the County and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as

shown on the Register, of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register, of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the County and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the County's obligations with respect to payment of principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the County to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the County, and applicable to the County's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

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

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

Section 3.12 Payments to Cede & Co.

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article IV and the Pricing Certificate.

Section 4.02 Optional Redemption.

(a) The Bonds shall be subject to redemption at the option of the County at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

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

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

Section 4.03 Partial Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds") are subject to scheduled mandatory redemption and will be redeemed by the County, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts set forth in the Pricing Certificate.

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the County, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the County at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

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

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

(c) The Paying Agent/Registrar shall promptly notify the County in writing of the principal amount to be redeemed of any Bond as to which only a portion thereof is to be redeemed.

Section 4.05 Notice of Redemption to Owners.

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

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

(c) The County reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the County retains the right to rescind such notice at any time prior to the scheduled redemption date if the County delivers a certificate of the County to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the County to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

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

Section 4.06 Payment Upon Redemption.

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

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

Section 4.07 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order, and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the County under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the County fails to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

The County is hereby declared to be the issuer-registrar with respect to the Bonds as defined and provided for in Section 1203.021, Texas Government Code, and the County Treasurer is hereby appointed as the initial Paying Agent/Registrar for the Bonds on behalf of the County.

Section 5.02 Qualifications.

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

Section 5.03 Maintaining Paying Agent/Registrar.

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

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

Section 5.04 Termination.

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

Section 5.05 Notice of Change to Owners.

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

Section 5.06 Agreement to Perform Duties and Functions.

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

Section 5.07 Delivery of Records to Successor.

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

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

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

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

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

Section 6.02 CUSIP Registration.

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

Section 6.03 Legal Opinion.

The approving legal opinion of Bracewell & Giuliani LLP, Bond Counsel, may be attached to or printed on the reverse side of each Bond.

ARTICLE VII

SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds, Official Statement.

(a) The Bonds shall be sold at private sale to the Underwriter in accordance with the terms of this Order, the Pricing Certificate and the Purchase Agreement. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the County upon determining that the conditions set forth below can be satisfied in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining the price at which each of the Bonds will be sold, the number and designation of series of Bonds to be issued, the form in which the Bonds shall be issued, the aggregate principal amount of Bonds to be issued, the selection of and aggregate principal amount of Refunded Obligations Candidates to be refunded, the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each maturity of the Bonds, the first interest payment date, the terms upon which the Bonds shall be subject to redemption prior to maturity at the option of the County and subject to mandatory sinking fund redemption, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate, provided that the following conditions can be satisfied:

(i) The Bonds shall not bear interest at a rate greater than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(ii) The aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed $23,000,000 and shall equal an amount sufficient to provide for the refunding of the maximum amount of the Refunded Obligations to be selected from the Refunded Obligations Candidates identified in Schedule I hereto that will:

(A) result in a present value savings of no less than 4.00%; and

(B) not require the refunding of any maturity of any series of Refunded Obligations (1) that would not produce an incremental reduction in debt service costs to the County on a net present value basis for such maturity of Refunded Obligations, a term maturity being considered a single maturity for such purposes, or (2) that would adversely affect the tax-exempt status of the Refunded Obligations,

all based on bond market conditions and available interest rates for the Bonds on the date of the sale of the Bonds, all as set forth in the Pricing Certificate. The Refunded Obligations shall be identified in the Pricing Certificate in accordance with the preceding sentence, except that is less than an entire maturity is be refunded, the Refunded Obligations to be redeemed within a maturity shall be selected as provided in the orders authorizing their issuance and, if not so provided, by lot; and

(iii) the all-in true interest cost on the Bonds shall not exceed 4.00%.

(b) The form, terms and provisions of the Purchase Agreement, in substantially final form except for the information to be determined on the date of sale of the Bonds, and presented to the Commissioners Court on the date hereof, is hereby accepted, approved and authorized. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Agreement in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. All appropriate officers, employees, and agents of the County are authorized to carry out and comply with the terms and provisions of such Purchase Agreement. It is hereby found and declared the above price and terms of sale of the Bonds are the most advantageous reasonably obtainable by the County.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on March 1, 2013, unless otherwise extended by the Commissioners Court by separate action.

(d) The Preliminary Official Statement, in the substantially final form submitted to the Commissioners Court at this meeting, is hereby approved and the use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriter is hereby authorized and is hereby deemed final as of its date within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended. The Authorized Officer is hereby further authorized and directed to use and distribute or authorize the use and distribution of, a final official statement and any addenda, supplement or amendment

thereto (the "Official Statement") and to execute the same and deliver appropriate numbers of copies thereof to the Underwriter. The Official Statement as thus approved, executed and delivered, with such appropriate variations as shall be approved by the Authorized Officer and the Underwriter, may be used The County Clerk is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting. The use and distribution of the Preliminary Official Statement in the preliminary public offering of the Bonds by the Underwriter are hereby ratified, approved and confirmed.

(e) All officers of the County are authorized to execute such documents, certificates and receipts as they may deem appropriate in order to consummate the delivery of the Bonds in accordance with the terms of the Purchase Agreement and to carry out the terms and purposes of this Order. The County Judge is hereby authorized to approve the payment of all costs of issuance relating to the Bonds.

(f) The appropriate officers of the County are hereby authorized and directed to deliver to Bond Counsel to the County a check payable to the Attorney General of Texas in an amount equal to 1/10 of 1% of the principal amount of the Bonds, not to exceed $9,500, for payment of the fee required in connection with the approval by the Attorney General of the Bonds and the transcript of proceedings pertaining thereto.

Section 7.02 Control and Delivery of Bonds.

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

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Underwriter under and subject to the general supervision and direction of the Authorized Officer, against receipt by the County of all amounts due to the County under the terms of sale.

Section 7.03 Deposit of Proceeds; Transfer of Funds.

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

(b) A portion of the proceeds from the sale of the Bonds, together with other funds of the County, if any, as set forth in the Pricing Certificate, shall be applied to establish the Escrow Fund and shall be applied as provided in the Escrow Agreement to refund the Refunded Obligations and, to the extent not otherwise provided for, to pay all expenses arising in connection with the establishment of the Escrow Fund and the refunding of the Refunded Obligations.

(c) The remaining bond proceeds shall be deposited as directed by the Authorized Officer and shall be used to pay the costs and expenses pertaining to the issuance of the Bonds,

concurrently with the initial delivery thereof. To the extent any of such amount is not used for such purposes, such excess shall be deposited to the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.01 Investments.

(a) Money in the Interest and Sinking Fund created by this Order, at the option of the County, may be invested in such securities or obligations as permitted under applicable law as in effect on the date of the investment.

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

(c) Amounts on deposit in the Escrow Fund shall be invested as provided in the Escrow Agreement.

Section 8.02 Investment Income.

Interest and income derived from investment of the Interest and Sinking Fund shall be credited to the Interest and Sinking Fund. Interest and income derived from investment of the Escrow Fund shall be applied as provided in the Escrow Agreement.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01 Payment of the Bonds.

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

Section 9.02 Other Representations and Covenants.

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

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

ARTICLE X

DEFAULT AND REMEDIES

Section 10.01 Events of Default.

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

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

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

Section 10.02 Remedies for Default.

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

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

Section 10.03 Remedies Not Exclusive.

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

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

ARTICLE XI

DISCHARGE

Section 11.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner permitted by then applicable law.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01 Annual Reports.

(a) The County shall provide annually to the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the County of the general type included in the final Official Statement, being the information described in Exhibit A hereto. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit A hereto, and (ii) audited, if the County commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the County shall provide notice that audited financial statements are not available and shall provide unaudited financial statements for the applicable Fiscal Year to the MSRB. The County shall provide such audited financial statements as required to the MSRB when and if audited financial statements become available.

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

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

Section 12.02 Material Event Notices.

(i) nonpayment related defaults, if material;

(ii) unscheduled draws on debt service reserves reflecting financial difficulties;

(iii) unscheduled draws on credit enhancements reflecting financial difficulties;

(iv) substitution of credit or liquidity providers, or their failure to perform;

(v) reserved;

(vi) modifications to rights of Owners, if material;

(vii) bond calls, if material and tender offers;

(viii) defeasance;

(ix) release, substitution, or sale of property securing repayment of the Bonds, if material;

(x) rating changes;

(xi) bankruptcy, insolvency, receivership, or similar event of the County, which shall occur as described below;

(xii) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(xiii) appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material.

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

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

Section 12.03 Limitations, Disclaimers and Amendments.

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

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The County undertakes

to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the County's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The County does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

(e) The provisions of this Article may be amended by the County from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the County, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) an entity or individual person that is unaffiliated with the County (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The provisions of this Article may also be amended from time to time or repealed by the County if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the County's right to do so would not prevent Underwriter of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the County so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

REDEMPTION OF BONDS; APPROVAL OF ESCROW AGREEMENT

Section 13.01 Appointment of Escrow Agent; Approval of Escrow Agreement.

The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, is hereby appointed as Escrow Agent for the Refunded Obligations. The Escrow Agreement, in substantially the form presented at this meeting and subject to such insertions and changes as may be required to conform the Escrow Agreement to the terms of the Pricing Certificate and the refunding of the Refunded Obligations. The Authorized Officer is hereby authorized and directed to execute and deliver the Escrow Agreement.

Section 13.02 Purchase of Securities for Escrow Fund.

The Authorized Officer is authorized to make necessary arrangements for the purchase of the Federal Securities referenced in the Escrow Agreement, including, without limitation, the execution of such documents, certificates or instruments as may be necessary in connection therewith including the execution of subscriptions for the purchase of United States Treasury Securities – State and Local Government Series. All actions of the Authorized Officer taken prior to the date of this Order in connection with making arrangements for the purchase of such Federal Securities are hereby ratified and affirmed.

Section 13.03 Redemption of Refunded Obligations.

The Refunded Obligations described in the Pricing Certificate are hereby called for redemption and shall be redeemed prior to their stated maturities on the respective dates and at the redemption prices set forth in the Pricing Certificate. Following the deposit to the Escrow Fund as herein and in the Pricing Certificate specified, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund.

Section 13.04 Notice of Redemption.

The County Clerk is hereby authorized to cause notice of redemption to be given to the Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, by delivering a copy of this Order and the Pricing Certificate thereto. The Travis County Treasurer, as paying agent/registrar for the Refunded Obligations, is hereby authorized and directed to give notice of redemption with respect to the Refunded Obligations as required under the orders pursuant to which the Refunded Obligations were issued.

PASSED AND APPROVED this 25th day of September, 2012.

EXHIBIT A

DESCRIPTION OF ANNUAL DISCLOSURE OF FINANCIAL INFORMATION

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

Annual Financial Statements and Operating Data

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

1. The portions of the financial statements of the County appended to the Official Statement as Appendix D, but for the most recently concluded fiscal year.

2. The quantitative financial information and operating data with respect to the County of the general type included in the main text of the Official Statement under the captions "OFFICIAL STATEMENT SUMMARY—Financial Highlights of Travis County (Unaudited)," "CONSOLIDATED DEBT SERVICE REQUIREMENTS," "COUNTY DEBT—Bonded Indebtedness," "COUNTY DEBT—Debt Ratios," "TAX DATA" and "ANALYSIS OF TAX DATA—Historical Analysis of Tax Base."

Accounting Principles

The accounting principles referred to in such Article are the accounting principles described in the notes to the financial statements referred to in Paragraph 1 above.

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATIONS CANDIDATES

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
Ltd Tax Ref Bds Series 2004:					
CIB	03/01/2015	5.000%	4,675000.00	03/01/2014	100.000
	03/01/2016	5.000%	3,765,000.00	03/01/2014	100.000
	03/01/2016	3.800%	2,500,000.00	03/01/2014	100.000
	03/01/2017	5.000%	4,925,000.00	03/01/2014	100.000
	03/01/2018	5.000%	2,775,000.00	03/01/2014	100.000
	03/01/2019	4.000%	975,000.00	03/01/2014	100.000
	03/01/2020	4.125%	1,025,000.00	03/01/2014	100.000
			20,640,000.00		

Item 18

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, Planning and Budget, 854-9106
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on license agreement to use the "Old County Jail" in the Heman Marion Sweatt Courthouse to shoot a student film during the period of September 28-30, 2012.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) received a request from Brett Hill to shoot scenes for a film he is directing and producing in coordination with the Austin School of Film. The tentative title for the film is "Kisses From the Cactus Man". FMD and Ms. Bonner with the County Attorney's office collaborated on the appropriate license which is at Exhibit One. Mr. Hill has signed the license agreement, provided the required proof of insurance coverage and provided a check in the amount of $300 to cover the three days of access to the Old County Jail. The license agreement will provide for access to set up for the film shoot on Friday, September 28th after business hours, and then all day on September 29 and 30 as needed to complete the film shoot. Mr. Hill has also agreed to hire off duty FMD security guards or off duty Sheriff's deputies to be with his crew during the entire time they are in the facility.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends approval of the license agreement which will allow the film crew to use the vacant 6th and 7th floors of the HMS Courthouse.

ISSUES AND OPPORTUNITIES:

Ms. Peg Leidtke, Director of Court Management with the Civil District Courts is aware of the requested use and concurs with the recommendation to approve the license agreement. There are no financial or legal issues that would impact approval of this license agreement.

FISCAL IMPACT AND SOURCE OF FUNDING:
$300 revenue in administrative fees for the license agreement.

ATTACHMENTS/EXHIBITS:
1. License Agreement
2. Film Synopsis

REQUIRED AUTHORIZATIONS:
Christopher Gilmore/Roxanne Bonner, County Attorney's Office

LICENSE AGREEMENT

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Brett Hill in coordination with the Austin School of Film ("Licensee").

WITNESSETH

THAT WHEREAS, County is the owner of the Heman Marion Sweatt Travis County Courthouse located at 1000 Guadalupe Street, Austin, Texas (the "Property"); and

WHEREAS, Licensee desires to film several scenes in the Old County Jail (located on the seventh floor of the Courthouse) for the purpose of filming a student film, and County desires to allow Licensee use of the Property for such purpose; and

WHEREAS, Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use and to restore said Property to its original condition after Licensee has completed filming.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers to enter, use and by means of film, video, tape or any other method, photograph the interior areas of the Property in connection with the production of a short film currently entitled "Kisses From the Cactus Man" (the "License").

1.2 Such production, and all exhibition, distribution, advertising, and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the Property and to utilize thereon personnel, personal property, materials and equipment, including but not limited to props and temporary sets during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Property licensed hereunder. However, the License allows for superficial preparation to be made to the Property to facilitate Licensee's storyline and production needs as well as the right to use special effects in furtherance of the storyline. Licensee agrees to leave the Property in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.5 Licensee acknowledges and agrees that permission to use the County Property for the purposes described herein may be immediately revoked if the motion picture named above contains any content that, in the opinion of the Travis County Commissioners Court, the Travis County Sheriff, the Facilities Management Department Director, or their designees, is obscene, offensive, defamatory, harassing, malicious or that would reflect adversely on the reputation and dignity of Travis County.

1.6 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the Property under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 The License is granted: for approximately four hours to setup on Friday evening, September 28, 2012 beginning after normal business hours and filming all day Saturday and Sunday, September 29 and September 30, 2012; provided, however, that such dates are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County. In addition, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the license term.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall pay to Travis County the amount of ONE HUNDRED DOLLARS AND NO/100 ($100.00) per day from September 28, 2012 through September 30, 2012 for a total of THREE HUNDRED DOLLARS AND NO/100 ($300.00) to cover County's administrative, utilities and related costs.

3.2 In addition, Licensee shall provide, at its own additional expense, and if appropriate given the License scope, traffic control, garbage removal, and security personnel through the employment of the necessary number of off-duty Travis County Sheriff's officers, or other qualified security personnel, as well as at least one dedicated person from FMD security or off-duty TSCO personnel to be with the film crew anytime during Licensee's use of the Property as reasonably necessary to ensure the safety and

integrity of the persons and property brought onto the Property for the purposes authorized under this Agreement.

3.3 Licensee shall pay County the sum set forth in this Section 3.0 within ten (10) days of execution of this Agreement. If there are any expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

4.0 SMOKING

4.1 THERE SHALL BE NO SMOKING IN THE COURTHOUSE AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

5.0 PERMITS

5.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin or other local governmental entities for use of the Property under this Agreement.

6.0 USE AND REPAIRS

6.1 Licensee shall not use the Property for any purpose other than that set forth herein. Further, Licensee shall repair or replace any damage to the Property caused by Licensee.

7.0 CONTROL OF TRAVIS COUNTY

7.1 Licensee shall at all times obey the direction and commands of the Travis County Sheriff and the Facilities Management Department Director, or their designated representatives, while on or in the vicinity of the Property.

7.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section 7 shall be grounds for immediate revocation of the License granted hereunder.

8.0 INDEMNIFICATION

8.1 LICENSEE AGREES TO AND SHALL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN

CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PROPERTY FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of $600,000 per occurrence and $1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit A** and made a part hereof.

10.0 NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in the film production, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

11.0 AMENDMENTS

11.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

12.0 SAFETY

12.1 County reserves the right to prohibit persons from driving on, entering or otherwise using the Property at any time safety may be a concern.

13.0 NON-WAIVER AND RESERVATION OF RIGHTS

13.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

13.2 All rights of Licensor under this Agreement are specifically reserved and any act or omission shall not impair or prejudice any remedy or right of Licensor under it. Any right or remedy stated in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

14.0 VENUE AND CHOICE OF LAW

14.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

15.0 NOTICES

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

15.2 Licensee Address. The address of Licensee for all purposes under this Agreement shall be:

Brett Hill
Director/Producer
1505 W. 12th Street
Austin, Texas 78703
(604)-312-2703

Brett Hill
Director/Producer
134 Hidden Creek Heights
Calgary, AB
Canada
T3A6K9

15.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement shall be:

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

15.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

16.0 MEDIATION

16.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

17.0 SEVERABILITY

17.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

18.0 ENTIRETY OF AGREEMENT

18.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

IN WITNESS WHEREOF, Licensor and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS	LICENSEE:
By: _____	By: _____
Samuel T. Biscoe	Brett Hill
Travis County Judge	Title: Director/Producer
Date: _____	Date: 9-13-2012

Exhibit A
Insurance

UNIONVILLE INSURANCE BROKERS
A Division of
The CG&B Group Inc.
120 South Town Centre Blvd.,
Markham, Ontario L6G 1C3

CERTIFICATE OF INSURANCE

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This Certificate does not amend, extend or alter the coverage afforded by the policies listed.

NAMED INSURED: Vlad Horodinca

MAILING ADDRESS: 6-1485 Maple Street Vancouver BC V6J 3S1

TITLE OF PRODUCTION: Kisses From The Cactus Man / Additional Insured - Brett Hill

COVERAGE	INSURER	POLICY NO.	POLICY TERM	LIMITS OF LIABILITY
COMMERCIAL GENERAL LIABILITY (including cross liability)	*RSA*	*95143350-PA*	*September 30, 2011 to September 30, 2012*	$ *2,000,000* inclusive, bodily injury and property damage $ *2,000,000* Products & Completed Operations Aggregate $ *5,000,000* Annual Aggregate
Employers Liability				$ *100,000*
Certificate Holder is added as an Additional Insured, but only with respect to the operations of the Named Insured				

This is to certify that the Policies of Insurance listed herein have been issued to the above Named Insured and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this Certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, conditions and exclusions of this Policy.

Should these policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail 30 days written notice of cancellation to the below named Certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind on the company.

CERTIFICATE HOLDER:

TRAVIS COUNTY
314 WEST 11TH, SUITE 420
AUSTIN, TX 78745

Signed on behalf of the Insurers shown above

August 30, 2012

Authorized Representative

Date

LJ 9/13/12

Synopsis – "Kisses From the Cactus Man"

On a record setting summer night in Texas, the domesticated wife of a prison warden, who spends her long lonesome days fantasizing over old classic films, delivers a meal to her husband before his night shift.

After a short visit with her husband she goes to leave but realizes she forgot her keys. When she returns to claim them, the door is locked as a prison staff meeting takes place behind the door. She waits and waits and waits...

The sound of distant music captures her attention and the fantasist in her moves towards it to inquire. She finds herself at the cell of one inmate, Doby Damme, a brash man much like the men in the classic films she watches daily. Caught between fantasy and reality, the Warden's wife entertains a conversation with the inmate as if he is a character from her favorite film.

Item 19

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: John Carr, 854-4772
Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579
County Executive: Leslie Browder, Planning and Budget, 854-9106
Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Receive an update, and consider and take appropriate action regarding the 700 Lavaca Building cafeteria.

BACKGROUND/SUMMARY OF REQUEST:

This agenda item provides follow-up information to Agenda Item #21 from the August 21, 2012 Voting Session. As requested by the Commissioners Court, a panel of County employees and a representative of Sentinel Real Estate, as well as Dietician Margaret Gumto conducted a taste test of entrees, side dishes and desserts from the two candidate vendors, Hoover's Cooking and Luby's Cafeteria. As requested, each restaurant brought three entrees, three side dishes and two desserts as samples of their menu items. Although both Hoovers's and Luby's offer healthy and vegetarian items, they were instructed to bring dishes that would be most appealing to all participants. The tabulated results of this blind taste test (vendors items were not identified to the tasters) are in Attachment Six. The tasting results show an average overall preference from the tasting panel for Luby's Cafeteria for all three categories; entrees, side dishes and desserts.

Dietician Margaret Gumto thought it would be best to discuss specific menu items after the cafeteria operator was selected. She thought both restaurants could provide a healthier menu for County employees. Both Hoover's and Luby's are very enthusiastic about the 700 Lavaca cafeteria opportunity and either is capable of providing tasty, healthy and economical menu options for breakfast and lunch.

In June 2012, Sentinel Real Estate (Sentinel) initiated research of central area restaurants that might be prospects to operate the new cafeteria based upon location, pricing, type of food and ability to transport food to the location. When vendors indicated interest, Sentinel would then send out an

information package describing the services being requested, and describing the hours, location and equipment being provided for the cafeteria operator (Attachment One). The interested vendors then came by to visit the building and the cafeteria set-up, after which they provided their proposals. In July 2012, Sentinel also advertised in the Austin Business Journal for vendors interested in providing cafeteria services in a downtown office building (Attachment Two). This advertisement did not result in any additional contacts from interested vendors.

Attachment Three is a summary showing the vendors that were contacted and/or that responded with interest in the advertisement. One criterion to be met was that the successful vendor must agree to cover the operating expenses and taxes associated with the cafeteria space in the building, which are estimated to be $1,500 per month. Only two vendors, Hoover's Cooking and Luby's Cafeteria have indicated that they would be able to provide the services and also meet this threshold requirement of $1,500 per month as a base payment.

The proposed menu offerings and pricing for Hoover's and Luby's are provided in Attachment Four and Attachment Five, respectively.

Once the preferred vendor has been approved by the Commissioners Court, Sentinel will execute the appropriate one-year service contract, which will include an annual renewal option. The contract will be between Sentinel and the vendor. The County Attorney's Office will review the contract for appropriateness.

STAFF RECOMMENDATIONS:
Based on tasting results, Facilities Management Department recommends the Commissioners Court select Luby's Cafeteria as the vendor for cafeteria services at the 700 Lavaca Building and requests that the Court provide direction to Sentinel to proceed with a service contract.

ISSUES AND OPPORTUNITIES:
With direction from the Commissioners Court, Sentinel can finalize the service contract and cafeteria services could begin in October 2012. Doris Zagst, Sentinel Property Manager, will be available to answer questions.

FISCAL IMPACT AND SOURCE OF FUNDING:
None to General Fund, revenue will flow into the 700 Lavaca account.

ATTACHMENTS/EXHIBITS:

1. 700 Lavaca Cafeteria Information
2. Austin Business Journal Advertisement
3. Summary of Vendors
4. Hoover's Menu Offerings and Pricing
5. Luby's Menu Offerings and Pricing
6. (New) Cafeteria Food Tasting Survey Summary

REQUIRED AUTHORIZATIONS:

N/A

Sentinel Real Estate Corporation

700 Lavaca St., Suite 900
Austin, TX 78701
Telephone: 512-708-0700
Fax: 512-708-0712

Sentinel

700 Lavaca Cafeteria Information

Location: Lower Level of the 315,000 SF office building located at 700 Lavaca St. on the block bordered by Lavaca and Guadalupe Streets and 7th and 8th Streets in downtown Austin.

Owner: 700 Lavaca office building and garage was purchased by Travis County in June 2010 as the site of its general government departments. The Travis County Commissioners and Commissioners Court will be relocating to 700 Lavaca in August 2012.

Occupancy: In August 2012, there will be approximately 600 private and County office tenants at 700 Lavaca, with additional County offices relocating in 2012 and 2013. Weekly Commissioners Court public meetings each Tuesday will bring additional people to the building.

Hours of Operation: The cafeteria would serve breakfast and lunch, Monday through Friday.

Other Food Service: Murphy's Deli operates a deli on the first floor with hours from 7:30 AM to 3:00 PM, Monday through Friday.

Food Service Equipment: Travis County is constructing the cafeteria space and providing the equipment per attached plans and equipment schedule. There is no cooking equipment. Food will need to be transported to the cafeteria from a licensed and inspected facility or prepared on-site. The wash area is located down the corridor by the loading dock.

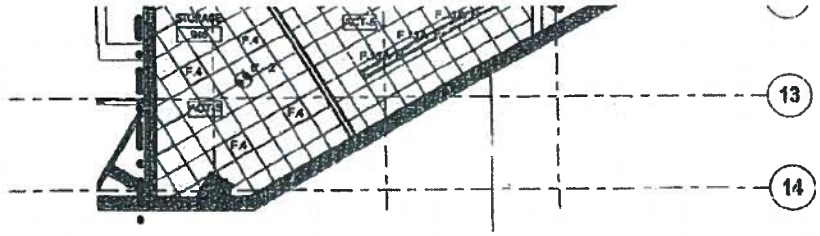
Vendor Agreement: The cafeteria will be operated under a vendor agreement with Sentinel Lavaca Management Corp. as Managing Agent for Travis County based on a percentage of sales.

Management Contact:

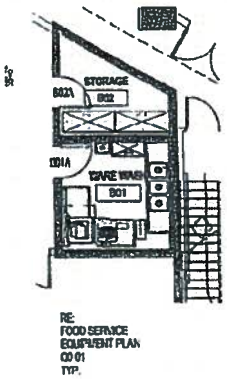
Doris Zagst
Property Manager
(512) 708-0700 ext. 3
Email: srec700@sbcglobal.net

Updated 9/20/12, 4:00 p.m.

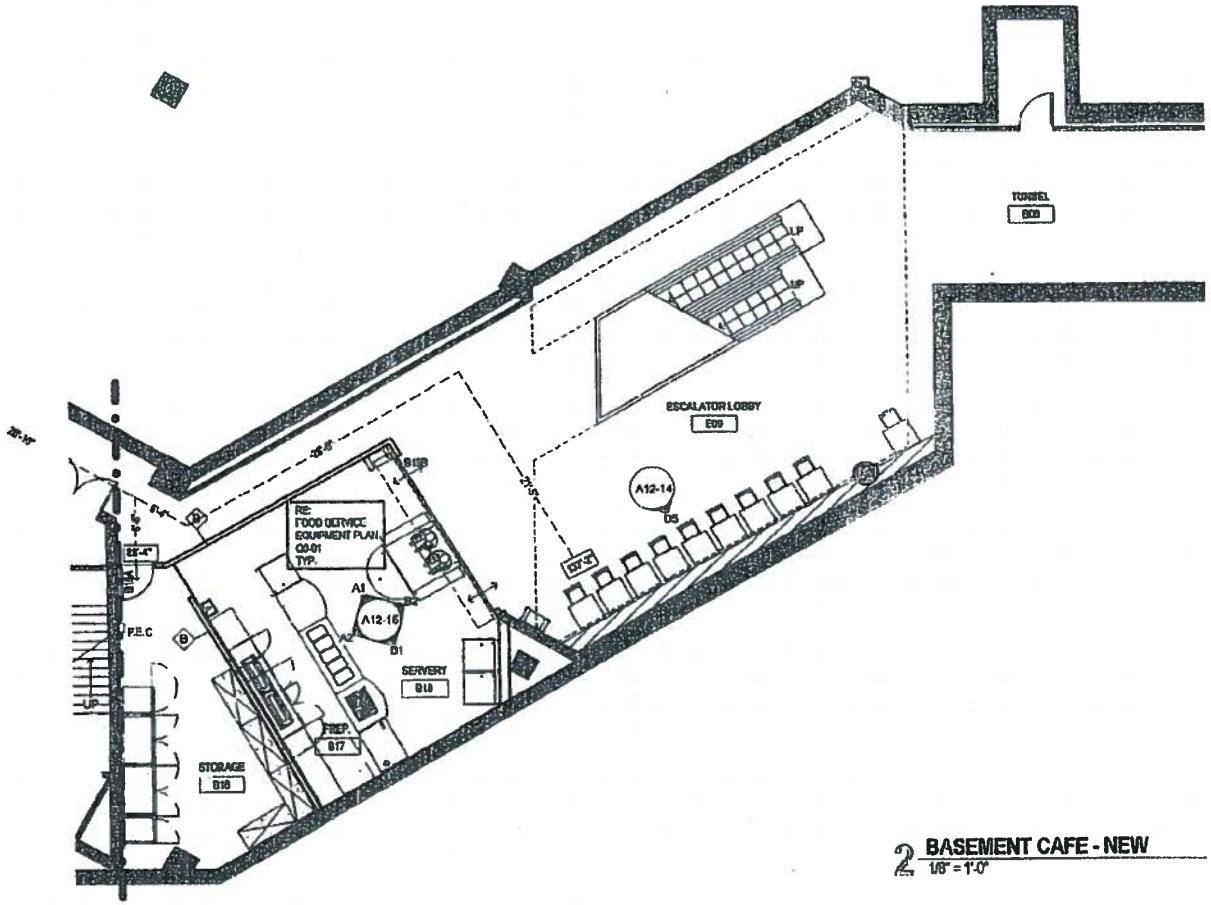
BASEMENT WARE WASH - RCP
1/8" = 1'-0"



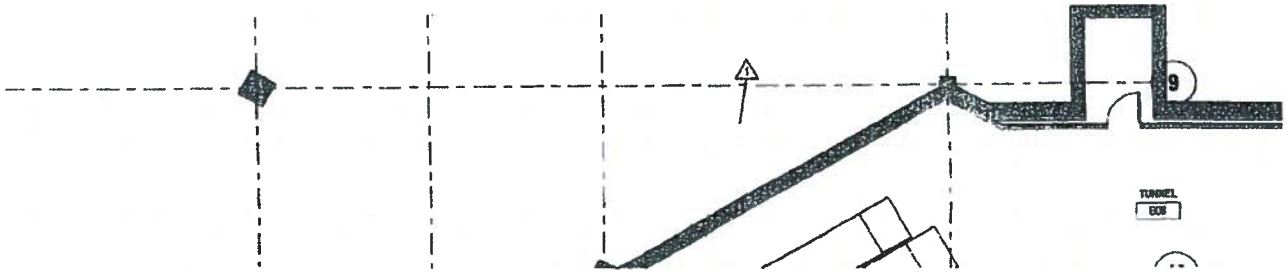
3 BASEMENT CAFE - RCP
1/8" = 1'-0"



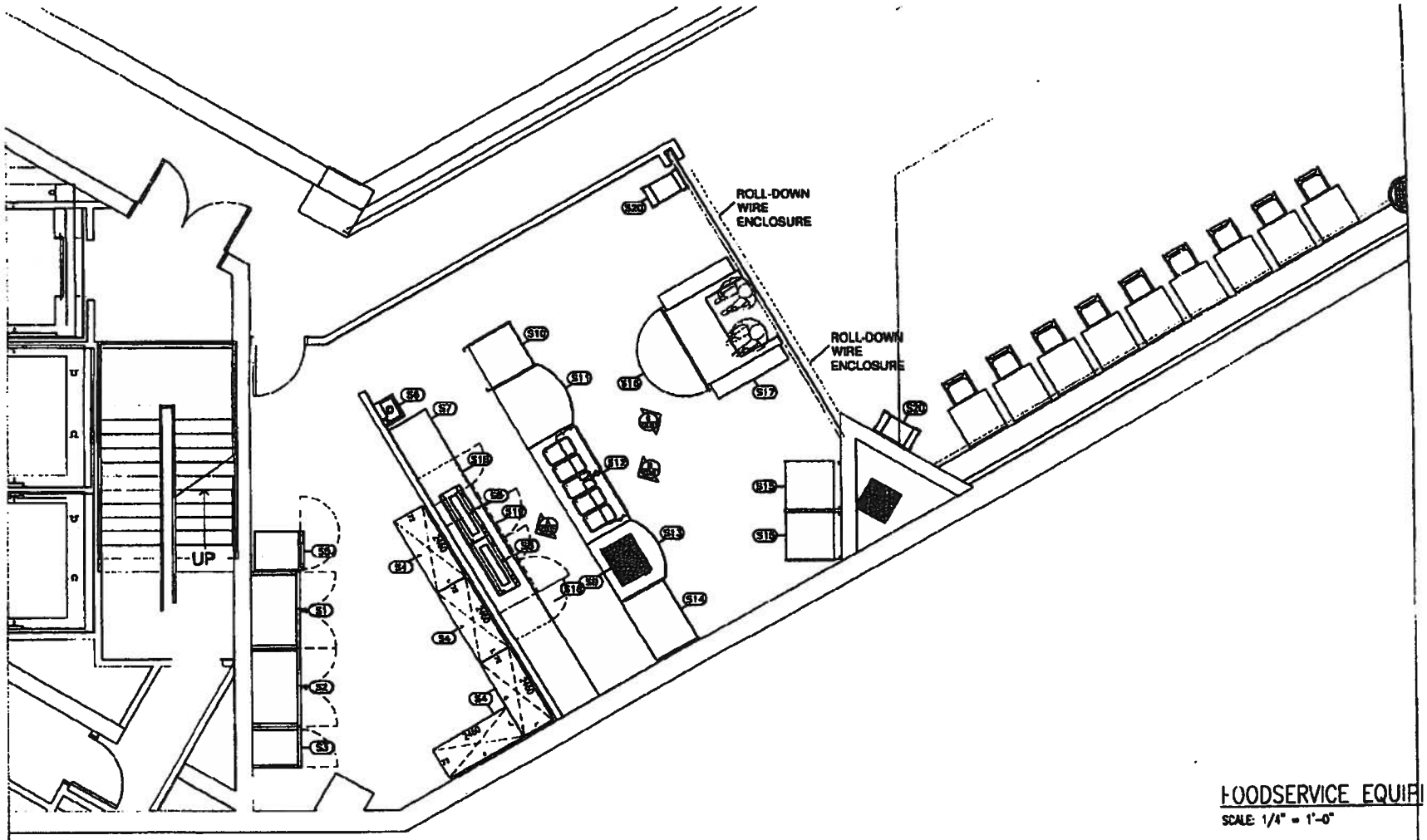
BASEMENT WARE WASH - NEW
1/8" = 1'-0"



2 BASEMENT CAFE - NEW
1/8" = 1'-0"



700 Lavaca Cafeteria

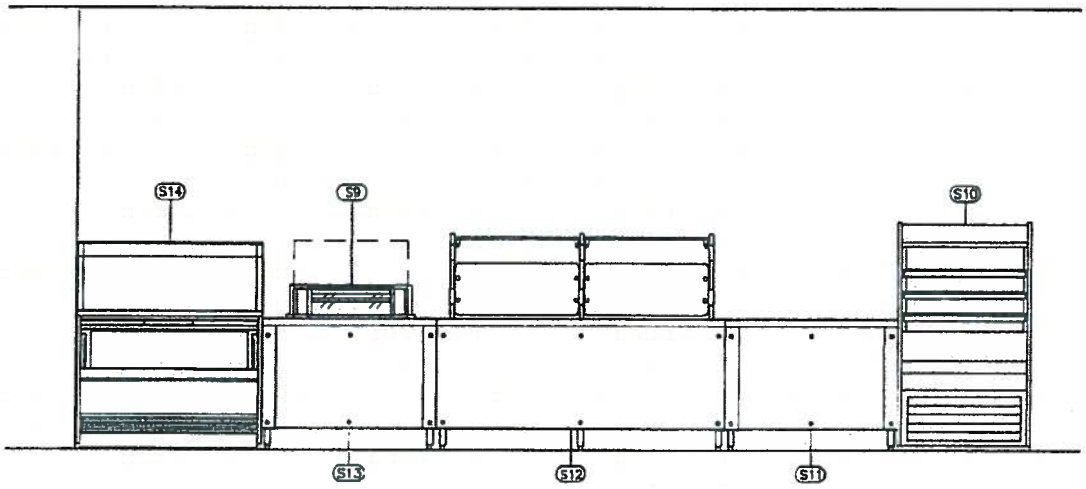


EQUIPMENT SCHEDULE

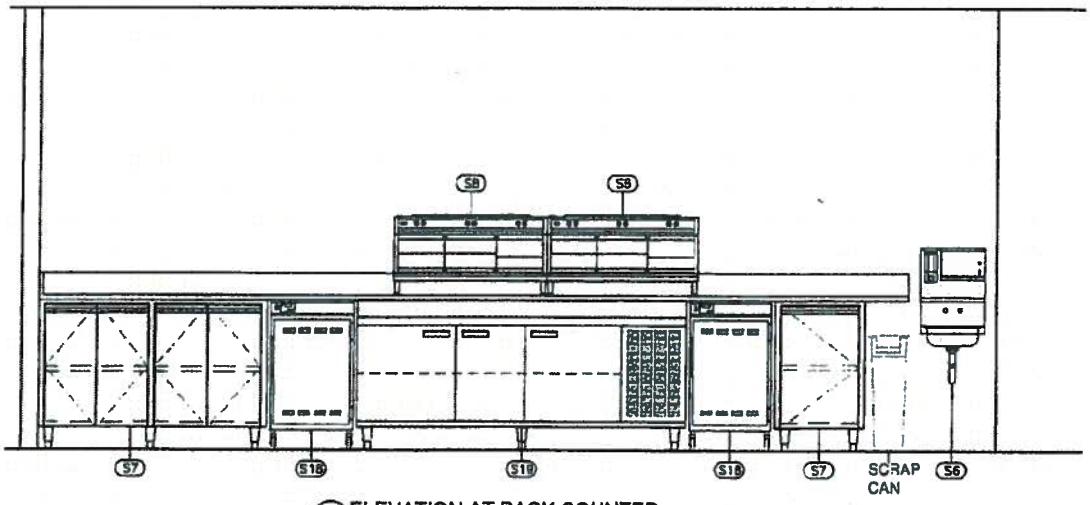
ITEM NO	QUAN	DESCRIPTION	MANUFACTURE	MODEL
W1	1	CLEAN DISH TABLE	ADVANCE TABCO	DTC-S30-36R

FOODSERVICE EQUIPMENT PLAN

SCALE: 1/4" = 1'-0"



A ELEVATION AT SERVING COUNTER
SCALE: 1/2" = 1'-0"



B ELEVATION AT BACK COUNTER
SCALE: 1/2" = 1'-0"

Bosma Design Solutions, Inc.

NO.	REVISION
	REVISI

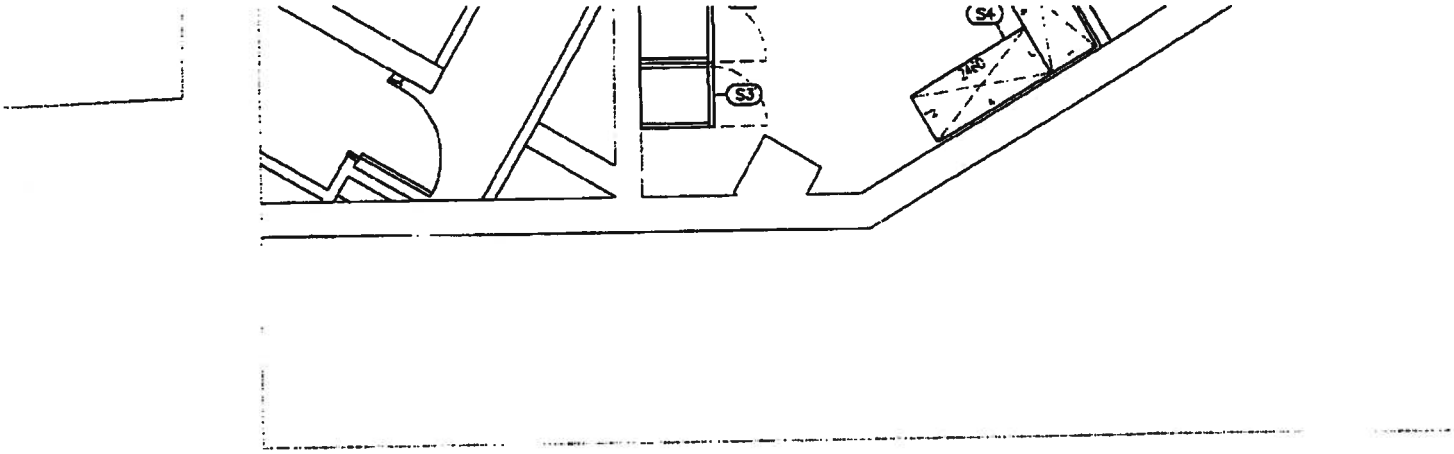
SHEET NAME: FOODSERV EQUIPMEN PLAN

DATE: 11/04/2011

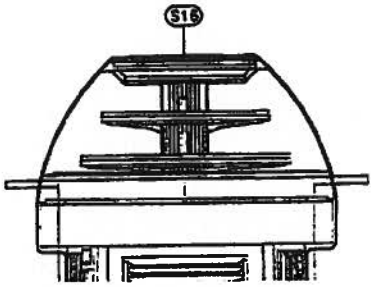
REVIEWED BY: KAM

PROJECT NO.: 2011

SHEET NO.: Q0.



EQUIPMENT SCHEDULE				
ITEM NO	QUAN	DESCRIPTION	MANUFACTURE	MODEL
W1	1	CLEAN DISH TABLE	ADVANCE TABCO	DTC-S30-36R
W2	1	DISH MACHINE	HOBART	AM15VL-2
W3	1	SOILED DISH TABLE	ADVANCE TABCO	DTS-S30-48L
W4	1	SPRAY RINSE	T & S	B-0133-B
W5	1	DISPOSER	SALVAJOR	200-SA-ARSSLD
W6	1	THREE COMPARTMENT SINK	ADVANCE TABCO	94-3-54-24RL
W7	1	CHEMICAL SHELF	AMCO	
W8	1	HAND SINK	ADVANCE TABCO	7-PS-80
W9	LOT	STORAGE SHELVING	AMCO	
S1	1	HOT FOOD CABINET	DELFIELD	SAH2-S
S2	1	REFRIGERATOR	DELFIELD	SAR2-S
S3	1	STORAGE FREEZER	DELFIELD	SAF1-S
S4	LOT	STORAGE SHELVING	AMCO	
S5	1	HOT FOOD CABINET, PORTABLE	CRES-COR	H-137-UA-12D
S6	1	HAND SINK	ADVANCE TABCO	7-PS-80
S7	*	BACK COUNTER	CUSTOM FABRICATED	
S8	2	RETHERMALIZER	HATCO	TFWM-3939
S9	1	ROLL-A-GRILL	APW	HR-45
S10	1	DISPLAY REFRIGERATOR	STRUCTURAL CONCEPTS	CO3660R
S11	1	SERVING COUNTER	DELFIELD	DCBU-48R
S12	1	HOT FOOD COUNTER	DELFIELD	DC-H5
S13	1	SERVING COUNTER	DELFIELD	DCBU-48R
S14	1	DISPLAY REFRIGERATOR	STRUCTURAL CONCEPTS	HMBC4
S15	2	GRAB-N-GO CABINETS	STRUCTURAL CONCEPTS	CO3660R
S16	1	FEATURED COLD DISPLAY	STRUCTURAL CONCEPTS	FSE65R
S17	1	CASHIER COUNTER	CUSTOM FABRICATED	
S18	2	PORTABLE FOOD WARMERS	ALTO SHAAM	1000-S
S19	1	UNDERCOUNTER REFRIGERATOR	DELFIELD	18691BUCM
S20	2	TRAY DISPENSERS	DELFIELD	T1418



Updated 9/20/12, 4:00 p.m.

Advertising Deadlines: Space reservation and ad change deadline is noon on Thursday, eight days prior to the date of publication. Proof corrections and camera-ready art deadlines are Tuesday by noon. Holidays may affect deadlines.

Payment Terms: We accept pre-payment in full unless credit authorization has been established. Payment is by cash, check, Visa, MasterCard or American Express. No agency commissions on classified advertising.

Cancellations: Cancellations of ads must be submitted in writing and received by the standard deadline of the issue in which advertising is to be published. Advertising canceled after the deadline will be billed at the appropriate rate.

MARKETPLACE

For more information contact Katherine Sheeley at 512 494-2531 or email her at ksheeley@bizjournals.com

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CONTACT
Vince DiMare
512.732.8338
vdimare@equitysecured.com

LEGAL MALPRACTICE

Law Offices of Eric G. Olsen

Plaza 7000, 2nd Floor
7000 North Mopac Expressway
Austin, Texas 78731
Tel: 512.201.4348
ego@egolaw.com
(reviewing cases in Texas and Florida)

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DIVORCE and FAMILY LAW

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CITATION BY PUBLICATION
THE STATE OF TEXAS
CAUSE NO. D-1-GN-12-001975

To: MAXINE SUTTON MANOR, TIFFINEY ROGERS, F/K/A TIFFINEY AMON, ELSIE TOLIVER, F/K/A ELSIE GIL, UNKNOWN HEIRS OF LUCIOUS MANOR Defendant(s), In the hereinafter styled and numbered cause: YOU (AND EACH OF YOU) HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the clerk who issued this citation by 10:00 A.M. on the Monday next following the expiration of 42 days from the date of issuance hereof, that is to say at or before 10 o'clock A.M. of Monday the AUGUST 13, 2012, and answer the ORIGINAL PETITION of Plaintiff(s), filed in the 261ST JUDICIAL DISTRICT COURT of Travis County, Texas, on JUNE 29, 2012, a default judgment may be taken against you. Said suit being number D-1-GN-12-001975, in which MARIA DELORES VASQUEZ ANALIZ Plaintiff(s), and VERNON MANOR, MAXINE SUTTON MANOR, TIFFINEY ROGERS, F/K/A TIFFINEY AMON, ELSIE TOLIVER, F/K/A ELSIE GIL, UNKNOWN HEIRS OF LUCIOUS MANOR Defendant(s), and the nature of which said suit is as follows: LOT NO. NINE (9) IN BLOCK NO. EIGHT (8) IN THE A.K. BLACK ADDITION NO. 1 OUT OF A PART OF LOT NO. FIFTEEN (15) OF THE FITSHUGH SUBDIVISION OUT OF THE J.P. WALLACE LEAGUE, TRAVIS COUNTY, TEXAS AS PER PLAT RECORDED IN PLAT BOOK NO. 4, PAGE 184 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS AND BEING A PART OF THE IDENTICAL PROPERTY CONVEYED BY DEED OF DATE MARCH 28TH, 1945 FROM REECE MEADOR TO ANNIE PAGE, TO ALL OF WHICH REFERENCE IS HERE MADE FOR ALL PURPOSES, TOGETHER WITH ALL IMPROVEMENTS THEREON. ALL OF WHICH MORE FULLY APPEARS FROM PLAINTIFF'S ORIGINAL PETITION ON FILE IN THIS OFFICE, AND WHICH REFERENCE IS HERE MADE FOR ALL INTENTS AND PURPOSES. Issued and given under my hand and the seal of said court at Austin, Texas, July 02, 2012. REQUESTED BY: MAURA PHELAN, 700 LAVACA ST STE 1030, AUSTIN, TX 78701. BUSINESS PHONE: (512) 472-2300 FAX: (512) 472-2303. AMALIA RODRIGUEZ-MENDOZA, Travis County District Clerk, Travis County Courthouse, 1000 Guadalupe, P.O. Box 679003 (78767) Austin, Texas 78701. By MESCHER MARIA, Deputy.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of HENRY EDWARD HILL, SR., Deceased, were issued on May 16, 2012, under Docket No. 10,171 pending in the County Court of Bastrop County, Texas, to ARVIL WILLIAM HILL AND HENRY EDWARD HILL, JR. Claims may be presented in care of the attorney for the estate, addressed as follows: ARVIL WILLIAM HILL AND HENRY EDWARD HILL, JR., C/O: Mike Manos, Attorney, 1601 Rio Grande, Ste 520, Austin, TX 78701. All persons having claims against this estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law. Dated this 16TH day of July, 2012.By Mike Manos (512) 476-9698, (512) 476-9918 FAX. SB No. 12954000.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of Charles E. Ross, Deceased, were issued on July 17, 2012 in Cause No. C-1-PB-12-001078, pending in the Probate Court No. 1 of Travis County, Texas, to Dennis Ross, Independent Executor. The residence of Dennis Ross, Independent Executor, is in Austin, Travis County, Texas. The post office address for the Estate is: ESTATE OF CHARLES E. ROSS, DECEASED, DENNIS ROSS, INDEPENDENT EXECUTOR, c/o Mitchell S. Block, DE LEON & WASHBURN, P.C., 901 S. Mopac Expressway, Barton Oaks Plaza V, Suite 230, Austin, Texas 78746. All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law. Dated the 17th day of July, 2012. DE LEON & WASHBURN, P. C., 901 S. Mopac, Barton Oaks Plaza V, Suite 230, Austin, Texas 78746. (512) 478-5308. (512) 482-8628 Telecopier. By:/s/ Mitchell S. Block, ATTORNEYS FOR DENNIS ROSS INDEPENDENT EXECUTOR ESTATE OF CHARLES E. ROSS Deceased.

NOTICE TO CREDITORS

Notice is hereby given that original Letters Testamentary for the Estate of CARMEN L. MALDONADO JONES were issued on July 12, 2012, under Docket No. C-1-PB-12-000716 pending in the Probate Court No. 1 of Travis County, Texas to KRISTIN RENFRO SALYER. Claims may be presented in care of the attorney for the Estate addressed as follows: Estate of Carmen L. Maldonado Jones, c/o Thomas F. Virr, Blazier, Christensen, Bigelow & Virr, P.C., 221 W. Sixth Street, Ste. 2000, Austin, Texas 78701. All persons having claims against this Estate which is currently being administered are required to present them within the time and in the manner prescribed by law. Dated this 16th day of July, 2012. Blazier, Christensen, Bigelow & Virr, P.C. Thomas F. Virr, Attorney for the Estate.

Breckenridge, Colorado
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NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF PATSY PATTESON ROSE, DECEASED

On July 17, 2012, letters testamentary as Independent Executor for the Estate were issued to Howard Vance Rose, Jr., by the Probate Court No. One of Travis County, Texas, in Cause Number C-1-PB-12-001071 pending upon the Probate Docket of said Court. All persons having claims against the Estate, which is currently being administered, should present those claims within the time prescribed by law to: H. David Hughes, Attorney for Howard Vance Rose, Jr., Independent Executor, 401 Congress Avenue, Suite 2424, Austin, Texas 78701-3711.

NOTICE TO ALL PERSONS HAVING CLAIMS AGAINST THE ESTATE OF GAIL MYRICK, DECEASED

Notice is hereby given that original Letters Testamentary for the Estate of Gail Myrick, Deceased, were issued on July 17, 2012, in Cause No. C-1-PB-12-001070 in Probate Court No. One, Sitting in Matters Probate, Travis County, Texas, to Barry Myrick. The post office address for mailing of claims is: Barry Myrick, Executor, c/o Rash, Chapman, Schreiber, Leaverton & Morrison, L.L.P., 2112 Rio Grande, Austin, TX 78705. 512/477-7543 (PHONE), 512/474-0954 (FAX). All persons having claims against this Estate, which is currently being administered, are required to present them within the time and in the manner prescribed by law. Dated July 17, 2012. By: Mark B. Schreiber, Attorney for the Estate.

Attachment Two

Updated 9/20/12, 4:00 p.m.

Summary of Vendors

700 Lavaca Cafeteria **8/8/12** *Sentinel Real Estate Corp.*

June 2012 Contacts *Doris Zagst*

Assume initial one year service contract with renewal options.
Cafeteria operators will require employee parking in the garage at no cost.

Restaurant Operator	*Comments*
Hoover's - Hoover Alexander, Skip Walker	***Proposed 10% monthly percentage rent assuming $715 or more daily sales.*** **7/18- $1,500/month percentage rent is acceptable.**
Luby's Cafeteria - Jeff Sewick, Division VP - Ed Davis, Regional Operations	***Proposed 2% after Luby's profit. Estimated $228,375 in annual sales ($4,567 annual percentage rent)*** **7/23- Revised to $1,500/month per County requirement**
Hyon Lee - Franchisee of 700 Lavaca Murphy's Deli *(Would operate individually)*	***Proposed 4% monthly percentage rent under $10,000 sales & 5% percentage rent over $10,000 monthly sales.*** **8/8- Revised monthly percentage to 6% under $10,000 sales & 8% over $10,000 sales**
The RK Group - Neil Fuselier *(Cafeteria operator of Capitol Grille, UT Alumni Center and Bob Bullock Museum)*	*Declined. Not interested in additional retail outlets at this time.*
Threadgill's - David Whitney	*No response*
Chuy's - Ted Zapp, VP Operations	*Not interested*
Shady Grove - John Zapp (Original owner of Chuy's, Hula Hut, Romeo's)	*Not interested*
Kerbey Lane Café - Karli Isiyel, Marketing Coordinator	*Interested until they knew they could not cook on-site*
Whole Foods - Michael Hruska	*No response*

Attachment Three

Hoover's Cooking

Presents Our
"Good Food on the Move" Menu

We have cooked up a special menu featuring our honest-to-goodness, from-scratch Texan home cooking with "grab & go" convenience in mind, and priced and portioned accordingly to compete with fast food and factory-made meals.

We have mixed in some items from our Soular Food Garden Trailer that includes produce and eggs from some of Austin's own urban farms, and a few of our "veggie-centric" dishes that will provide flavorful options for customers seeking healthier vegan and gluten-free options.

We want to support other local businesses, so even our beverages and desserts will hail from Austin and the surrounding area. Hoover's will feature locally roasted coffees, bottled rainwater collected from the skies of Smithville, and desserts from local up & coming bakeries. These will complement our own homemade desserts, fresh-squeezed lemonade, and aqua frescas.

We are proposing to operate Monday through Friday from 7AM-3PM, serving breakfast 7-11AM and lunch 11-3PM.

In consideration for a contract to operate initially for 1 year, we are offering to pay 10% of our sales, net of sales tax. Additionally, we are requesting two parking spaces be provided for our employees, at no additional expense.

Hoover's Cooking

Breakfast

BREAKFAST TACOS

Bacon, Egg, Potato $2.00
Sausage, Egg, Potato $2.00
Link Sausage, Egg, Potato $2.00
"Mexi-Cue" Brisket $3.00

Hoe Cake Sausage Wrap $2.99
Sausage Wrap (Flour Tortilla) $2.69
Homemade Granola $
with Almond Milk $
Fruit Cups $
Juice $
Banana Nut Oat or Blueberry Bran Muffin $
Gluten Free Pita with Grilled Vegetables $3.00

Homestyle food
with a twist.
We call it
"veggie-centric"
(not exclusively vegetarian)

VEGGIE-CENTRICITIES

- Black Eyed Pea Collard Green Wraps (4) $4.00
- Farm-to-Table Daily Special $7.00
- rawBella Platter $7.00 (medley of Black Eyed Pea-Collard Green wraps, Marinated Beets, and an assortment of raw veggies with a spinach hummus dip and smoked bell pepper tomato hummus dip)

HOMEMADE SOUPS AND GUMBO

- Split Pea with Jerk Turkey $4.00
- Garden Angel, Vegetarian Vegetable, nutritionally dense, low in calories, served hot or cold $4.00
- Soup du jour $4.00
- Chicken &Sausage Gumbo $6.00

Southern Comforts - $7.00
Served w/2 housemates and choice of one bread
Meatloaf
BBQ Chicken
Hoover's Own Smoked Sausage

Daily Specials
Mon-Red Beans and Rice with Earl Campbell Sausage
Tue- Smothered Pork Chops
Wed- Chicken 'n' Dumplins
Thu- Chop Steak w/ Mushroom Gravy
Fri- Baked Catfish, Lemon Pepper or Cajun

BEVERAGES

- Double Shot of Espresso $2.00
- Espresso Drinks $3.50
- TX Coffee Traders Coffee $2.00
- Specialty Coffees $3.00
- Specialty Teas (hot or cold) $2.00
- Soular Foods Bottled Rain Water $2.00
- Fresh Squeezed Lemonade $2.00
- Agua Frescas, Pineapple-Cucumber, Melon $3.00 (try our novelty flavor made with beets)
- Frozen Lemonade $2.50

COLD WRAPS

Lettuce, Tomato and Spicy Garlic Buttermilk Dressing
Spinach Tortilla, Smoked Chicken Breast with Spinach Hummus Sauce $4.00

HOT SANDWICHES

Pulled Pork $6.00
Chopped Beef $7.00
Smoked Sausage $5.50

Hoover's Cooking

Tomato Basil Tortilla, Smoked Chicken Breast,
with Smoked Bell Pepper Tomato Hummus Sauce $4.00
Cajun Ham & Swiss $6.00
Chipotle Chicken Salad $6.00

Sausage Wrap $2.69
Meatloaf $6.00

HOUSEMATES

Ala Carte $2.00
3 Veggie Plate $4.99
4 Veggie Plate $6.49
▲-Vegetarian
※- Gluten-Free
▲※ Mashed Potatoes
※ Green Beans
※ Mustard Greens
Macaroni and Cheese
※ Black Eyed Peas
▲※Okra 'n' Tomatoes
※ Cowboy Beans
▲※Butter Beans
▲※Cole Slaw
▲※Candied Yams
▲※Potato Salad
Dinner Salad
▲※Texas Caviar

DESSERTS

serving various desserts from:

- Thai Fresh Restaurant
- CinnaMan Desserts
- Sweet 'n' Dirty Bakery

We will also have additional items available for Grab 'n' Go such as Fresh Fruit, Chips, homemade cookies, & soft drinks

Luby's

To: Doris Zagst
Subject: RE: Luby's Menu

From: Jeff G. Sewick <JSewick@lubys.com>
To: srec700@sbcglobal.net
Sent: Thu, July 12, 2012 1:07:21 PM
Subject: Fwd: 700 Lavaca Cafeteria

Here are some of our thoughts
Thanks
Jeff

From: Edward Davis
Sent: Thursday, July 12, 2012 12:53 PM
To: Jeff G. Sewick
Cc: Benjamin T. Coutee; Ken Warzecha; Austin #2
Subject: RE: 700 Lavaca Cafeteria

Jeff,

We are suggesting the following basic Breakfast options that we could easily execute. I am sure with your expertise and experience you have many more suggestions. After visiting Murphy;s Deli several times and getting their prices, we feel these are competitive and would give us a reasonable profit.

Option #1 – Sausage Biscuit & Coffee for $2.39 = (28.5% Food Cost)

Option #2 - Sausage Biscuit, Hash Brown Patty, & Coffee for $2.99 = (28.1 Food Cost)

Option #3 - Scrambled Eggs, Sausage or Bacon, Hash Brown Patty & Coffee for $4.99 = (24.9 Food Cost)

Add .20 Up charge for Juice to each of the above.

Lunch Options:

Luby's

All combos $5.99 (served in our normal child's plate 3 comp FTG container). These are just a few of the many items we can offer and be profitable.

Meatloaf

Baked Chicken

Teriyaki Chicken /rice

Chicken Tetrazzinni

Grilled Beef Liver and onions

Chopped Steak

Bacon and Cheese Chopped Steak

Baked Fish

Carved Roast Beef

Carved Turkey Breast

Italian Spaghetti (with sauce or meatballs)

Drink Prices:

Bottle Water = $1.49

Fountain Drink = $1.79 (20oz)

Coffee (12oz) = $1.49

Orange Juice = $1.79

Updated 9/20/12, 4:00 p.m.

8/31/12									
Cafeteria Food Tasting Survey Summary		**Ratings:**	**1 to 10 (with 10 the best)**						
Restaurant A - Hoover's	Dietician	Employee	Employee	Employee	Employee	Employee	Sentinel	**AVERAGE**	**Sample Comments:**
		1	2	3	4	5			
Entrees:									
Catfish	8	8	3	8	8	3	8	**6.6**	Spicy, not greasy, delicious, did not enjoy
BBQ Chicken	8	6	5	7	7	-	8	**6.8**	Not too spicy, not greasy, tender & moist, delicious
Meatloaf	8	6	7	7	5	-	9	**7.0**	Spicy, not greasy, homemade flavor, didn't like
								6.8	**Average Rating - Entrees**
Side Dishes:									
BBQ Beans	9	9	6	6	4	-	9	**7.2**	Good, tasty, yummy, homemade flavor
Yams	9	7	7	7	10	6	7	**7.6**	Good, delicious, great, fair
Creamed Spinach	7	3	1	6	7	3	8	**5.0**	Poor, bland, good, too runny, not flavorful
								6.6	**Average Rating - Side Dishes**
Desserts:									
Peach Cobbler	9	5.5	-	7	5	7	-	**6.7**	Good, nice flaky crust
Chocolate Cream Pie	9	7	7	7	10	7	9	**8.0**	Good, favorite dessert, delicious
								7.4	**Average Rating - Desserts**
Restaurant B - Luby's									
Entrees:									
Roast Turkey & Dressing	10	9	8	8	5	-	7	**7.8**	Moist, flavorful, excellent, favorite item, too salty, tender
Talapia	10	10	4	8	10	7	9	**8.3**	Moist, flavored well, very good, yummy, too bland, flaky
Lemon Garlic Chicken	9	10	-	10	8	-	8	**9.0**	Good flavor, best item, tender & tasty
								8.4	**Average Rating - Entrees**
Side Dishes:									
Mac & Cheese	7	8	8	8	8	5	7	**7.3**	Good, a little salty, delicious, a little bland, average
Roasted Mixed Vegetables	10	10	8	7	8	6	8	**8.1**	Very good, steamed perfectly, great, nutritious
Garlic Green Beans	8	10	5	7	10	6	9	**7.9**	Good, healthy, fresh, need more garlic, well seasoned
								7.8	**Average Rating - Side Dishes**
Desserts:									
Pecan Pie	6	10	-	8	5	7	8	**7.3**	Good, so good I would tell guests I made it, very sweet
German Chocolate Cake	9	9	6	10	5	7	9	**7.9**	Good, so good I would tell guests I made it, average
								7.6	**Average Rating - Desserts**

Attachment Six

Item 20

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON HOLDOVER AND AMENDMENT FOUR TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The purpose of the FY 2009 EMS Interlocal Cooperative Agreement ("Agreement") is to provide for emergency medical services and transport medical services to Suburban Travis County (the county's geographic area outside the City of Austin) through the use of City staff, City-owned equipment, County provided vehicles and stations, and other County-owned assets.

The purpose for Holdover and Amendment Four is to extend coverage, commencing October 1, 2012 for a term of 120 days and terminable on January 28, 2013, subject to the amendments described in this Holdover and Amendment Four (see attached Holdover and Amendment Four document). During the Holdover term, the Agreement remains in full force and effect.

Emergency Services staff and staff with City of Austin EMS are currently negotiating the terms of a new interlocal agreement for the delivery of emergency medical services, and anticipate bringing a new interlocal to Commissioners Court before the end of the 120 day term.

STAFF RECOMMENDATIONS:
Emergency Services recommends approval of Holdover and Amendment Four of the Agreement. The Court has approved amendments to this Agreement in past years.

ISSUES AND OPPORTUNITIES:
County and City staff will be reviewing by January 28, 2013 any recommendations or changes we feel may be necessary to benefit the service delivery and the cost of services for emergency medical services in Travis County outside the City of Austin.

The City of Austin EMS Department has been providing emergency medical services to Travis County for over thirty years.

FISCAL IMPACT AND SOURCE OF FUNDING:
The necessary funding is a budgeted expense included in the FY13 budget.

The budget incorporates the established financial formula calculations for expenses and the receipt of 100% of the revenue for all ground patients treated in Travis County outside the Austin city limit. County reimburses City (for operating costs of EMS ground services, including administrative and management costs) based on percentages determined as part of the financial formula.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567
Marvin Brice, Purchasing Office, 854-9765
Kapp Schwebke, Auditor's Office, 854-6628
William Derryberry, PBO, 854-4741
Cheryl Aker, Judge's Office, 854-9558

HOLDOVER AND AMENDMENT FOUR TO AGREEMENT BETWEEN CITY OF AUSTIN AND TRAVIS COUNTY FOR EMERGENCY MEDICAL SERVICES

This Amendment Four to the Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in September, 2009, is entered into by the following parties: the City of Austin, a Texas municipal corporation, ("City") and Travis County, ("County").

RECITALS

City and County entered into an Agreement between the City of Austin and Travis County for Emergency Medical Services for the fiscal year 2009 that was effective retroactively on October 1, 2008 ("FY 2009 Agreement").

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2009, and ending September 30, 2010.

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2010, and ending September 30, 2011.

City and County renewed and amended the FY 2009 Agreement, for a one year term beginning October 1, 2011, and ending September 30, 2012.

City and County wish to hold the FY 2009 Agreement as amended by Amendment One and Amendment Two and Amendment Three over to extend that Agreement.

City and County wish to renew Amendment Three as amended in this amendment, beginning October 1, 2012, for a term not to exceed for 120 days and terminable on January 28, 2013.

City and County are authorized to enter into this Amendment Four in all respects by TEX. GOV'T. CODE ANN., ch. 791.

AGREEMENT TO AMEND AND RENEW FY 2009 AGREEMENT AS AMENDED

The parties agree to amend the FY 2009 Agreement as amended by Amendment One and Amendment Two and Amendment Three, as follows:

1. AMENDMENT OF FY 2009 AGREEMENT:

1.1 Changes Effective in Amendment Four. The following changes to FY 2009 Agreement become effective as noted in this amendment by both parties:

1.1.1 Effective October 1, 2012, section 9.7 True Up for EMS Payments, as amended by Amendment Three, October 1, 2012, is deleted and the following section 9.7 True Up for EMS Payments is inserted in its place:

9.7 True Up for EMS Payments The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in the Agreement for the initial year of the contract.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-1 in the Amendment One for the first renewal term of the contract from October 1, 2009 to September 30, 2010.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-2 in this Amendment Two for the second renewal term of the contract from October 1, 2010 to September 30, 2011.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the third renewal term of the contract from October 1, 2011 to September 30, 2012, unless sooner terminated.

The true-up for ground services shall be performed in accordance with the true-up formula for ground services set forth in Exhibit C-3 in this Amendment Three for the fourth renewal term of the contract from October 1, 2012 to January 28, 2013, unless sooner terminated.

No later than December 31 following the end of the initial term and the first three renewal terms, a statement of the total City EMS Department costs and expenses for ground services properly incurred against the City's EMS Budget for the term shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during such term is less than the City's EMS Budget, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by January 31. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed the City's EMS Budget for that term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that term is approved by Commissioners Court. In the event there is a holdover period, the true-up provisions shall be implemented as if there had been no holdover.

No later than March 31 following the end of the holdover term after the third renewal term, a statement of the total City EMS Department costs and expenses for ground

services properly incurred against the City's EMS Budget from October 1, 2012 until January 28, 2013, shall be available from the City Controller's Office. If the amount of properly incurred costs and expenses during that holdover term is less than that portion of the City's EMS Budget related to the holdover term, the excess of City's EMS Budget over properly incurred costs and expenses shall be paid in full by the City to County by October 15, 2013. Costs and expenses that are not anticipated, disclosed to, and approved by County before the effective date of this Agreement or the effective date of any renewal or holdover shall not be considered properly incurred unless later agreed upon by County and City for the purposes of performing the true up for EMS payments. If the total costs and expenses that were properly incurred against the City's EMS Budget for a contract term exceed that portion of the City's EMS Budget related to the holdover term, the County EMS Manager shall promptly request a budget amendment in such excess amount to the Commissioners Court. County shall not be required to reimburse City for the excess unless a budget amendment for that holdover term is approved by Commissioners Court.

1.1.2 Effective October 1, 2012, subsections 9.11 Amended Financial Provisions is added at the end of section 9 as follows:

9.11 Amended Financial Provisions. No later than January 28, 2013, the EMS Director and County EMS Manager shall reexamine the financial formula in Exhibit C-3 and the revenue payment method stated in this agreement, and establish an equitable method for allocating financial responsibility for expenditures and paying revenues from responding units and pick up areas both within the Suburban County and the City of Austin and these methods become effective on the first of the month after amending this Agreement to implement these methods which may occur at any time during the term of this Agreement.

2. ACKNOWLEDGEMENTS: The parties acknowledge that, as used in this document, the term "Amendment One" means the FY 2009 Agreement, as amended by Amendment One; the term "Amendment Two" means the FY 2009 Agreement, as amended by Amendment One and Amendment Two; the term "Amendment Three" means the FY 2009 Agreement, as amended by Amendment One, Amendment Two and this Amendment Three, and the term "Amendment Four" means the FY 2009 Agreement, as amended by Amendment One, Amendment Two, Amendment Three and this Amendment Four.. The provisions from the FY 2009 Agreement relate to the true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. The provisions from Amendment One relate to the true-up of expenses and fees for the period October 1, 2009 to September 30, 2010. The provisions from Amendment Two relate to the true-up of expenses and fees for the period October 1, 2010 to September 30, 2011. . The provisions from Amendment Three relate to the true-up of expenses and fees for the period October 1, 2011 to September 30, 2012.

3. HOLDOVER OF AMENDMENT THREE AS AMEMDED: City and County are approving the holdover of Amendment Three, commencing October 1, 2012 for a term of 120 days and terminable on January 28, 2013, subject to the amendments described in this Holdover and Amendment Four.

4. STATUS AND AMENDMENT OF AMENDMENT THREE INCLUDING EXHIBITS:

4.1 Effective dates of FY 2009 Agreement, Amendment One, Amendment Two, and Amendment Three: The FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2008 to September 30, 2009 inclusive. Amendment One is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2009 to September 30, 2010 inclusive. Amendment Two is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2010 to September 30, 2011 inclusive. Amendment Three is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2011 to September 30, 2012 inclusive. The FY 2009 Agreement and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2008 to September 30, 2009. Amendment One, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2009 to September 30, 2010. Amendment Two, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2010 to September 30, 2011. Amendment Three, and all Exhibits attached to it remains effective for the purpose of evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period October 1, 2011 to September 30, 2012.

4.2 Exhibits Effective Between October 1, 2012 and January 28, 2013:

4.2.1 FY 2009 Agreement Exhibits in Effect: Exhibit F – FY 2009 Travis County First Responder Organization Agreement attached to the FY 2009 Agreement is and remains effective for all purposes including performance of services and accounting for expenses related to the period from October 1, 2011 to January 28, 2013 inclusive, unless sooner terminated.

4.2.2 Exhibits Amended for Fiscal Year 2012: Exhibits A-3, B-3, C-3, D-3, E-3 and G, which are listed below and were attached to Renewal and Amendment Three, are effective for evaluating performance of services, payments by County, accounting of expenses and fees, and implementation of the provisions requiring true-up of expenses and fees for the period from October 1, 2011 through January 28, 2013, unless sooner terminated.

Exhibit	A-3	FY 2012 Suburban County Station Locations
Exhibit	B-3	FY 2012 Inventory of County-Owned Vehicles in City Possession
Exhibit	C-3	FY 2012 Financial Formulas and Fees
Exhibit	D-3	FY 2012 Performance Measures and Reports
Exhibit	E-3	FY 2012 Travis County First Responder Training and Other Services
Exhibit	G	FY 2012 Austin-Travis County EMS Advisory Board General Provisions

5. INCORPORATION OF FISCAL YEAR 2009 AGREEMENT AS AMENDED: City and County hereby incorporate the FY 2009 Agreement and Amendments One and Two and Three into this

Amendment Four. Except for the changes made in this Amendment Four, City and County hereby ratify all of the terms and conditions of the FY 2009 Agreement and Amendments One and Two and Three and agree that they shall continue in effect.

6. EFFECTIVE DATE: Upon approval by the City of Austin City Council of a resolution approving the holdover of the FY 2009 Agreement and Amendments One and Two and Three and authorizing the City Manager through the City EMS Director to enter into a written agreement memorializing the holdover and following approval by the Travis County Commissioners Court, this Amendment Four is effective October 1, 2012.

CITY OF AUSTIN

By: _____ Date: _____
Marc Ott, City Manager

TRAVIS COUNTY

By: _____ Date: _____
Samuel T. Biscoe, County Judge

Item 21

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Pete Baldwin/974-0472
Elected/Appointed Official/Dept. Head: Danny Hobby,County Executive Emergency Services
Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Mutual Agreement to Terminate the 1994 Mutual Aid Agreement between Travis County and the City of Austin.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: On August 21, 2012, the Commissioners Court approved a motion to terminate the 2006 Capital Area Planning Council of Governments (CAPCOG) Mutual Aid Agreement, an Interlocal Agreement for mutual aid with the Lower Colorado Authority and the mutual aid agreements signed between 1992 and 1994 with various cities and counties. Letters and a copy of the resolution have been sent to the participants in the CAPCOG Mutual Aid Agreement notifying them of Travis County's termination of participation in that agreement. This is the first Mutual Agreement that has been returned for signature for the Mutual Termination of a mutual aid agreement signed in 1994 with the City of Austin. The reason for the original agenda item was that all the existing mutual aid agreements contained language that did not comply with existing law and caused considerable issues with requesting reimbursements under the Fire Mitigation Assistance Grants for the Labor Day Fires. It was recommended and approved to terminate the existing mutual aid agreements and respond or request assistance under the State Mutual Aid Plan. Staff expects more mutual termination agreements to follow over the next several weeks and months.

STAFF RECOMMENDATIONS: Emergency Services and the Office of Emergency Management recommend approval of the Mutual Agreement to Terminate the 1994 Mutual Aid Agreement between Travis County and the City of Austin.

ISSUES AND OPPORTUNITIES: This is the first opportunity to move our mutual aid requests and responses under the State Mutual Aid Plan.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

Mutual Agreement to Terminate 1994 Mutual Aid Agreement

This Mutual Agreement is made by the following parties:

Travis County, a political subdivision of Texas ("County") and

City of Austin, a home-rule city and municipal corporation ("City") in Texas.

Recitals

On October 18, 1994, County and City entered into a Mutual Aid Agreement ("Agreement") consistent with Texas law at that time. Section 12.05 of the Agreement provides for Mutual Termination of the Agreement when both parties agree to the termination.

Since that time, Texas law has developed and changed significantly and an agreement is no longer necessary.

County and City believe that the type of assistance contemplated in the Agreement is better performed under the terms and conditions now stated in Texas Government Code, chapter 418, subchapter E. This subchapter addresses all of the aspects of assistance between local governments in the time of disasters.

Agreement

County and City agree that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds under that Agreement.

County and City agree that the Agreement is terminated effective October 1, 2012.

County and City agree that any further requests for assistance will be dealt with based on the provisions of Texas law in effect at the time of the disaster.

This document is executed in duplicate originals.

TRAVIS COUNTY, TEXAS	CITY OF AUSTIN
By: _____	By: _____
Samuel T. Biscoe	Marc A. Ott
County Judge	City Manager
Date: _____	Date: 9/26/12

Item 22

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Shannon Pleasant, CTPM (854-1181), Marvin Brice, CPPB (854-9765)
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. 4400001128 for Texas Agrilife Extension Service to provide wildlife damage management 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 contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal.
- Since 2005, Texas AgriLife Extension Service has provided services for wildlife damage management in Travis County. The goals of the program are to reduce threats to property, health and safety caused by coyotes and other wildlife. Texas AgriLife Extension Service drafted this agreement and the agency is currently routing it for signature.
- **Contract Expenditures:** Not Applicable
- **Contract-Related Information:**
  Award Amount: $52,600
  Contract Type: Interlocal Agreement
  Contract Period: September 1, 2012 – August 31, 2013
- **Contract Modification Information:** Not Applicable
- **Solicitation-Related Information:** Not Applicable

ID#7132

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.

- **Special Contract Considerations:** Not Applicable

- **Funding Information:**
  - ☐ Shopping Carts:
  - ☐ Cost Center:
  - ☒ Comments: A shopping cart to encumber funds will be created in October after the FY2013 budget is loaded in SAP

ID#7132

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

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608

MEMORANDUM

Date: September 10, 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: FY'13 Wildlife Damage Management contract

Proposed Motion:
Consider and take appropriate action to approve the FY'13 Wildlife Damage Management contract with Texas AgriLife Extension Service.

Summary and Staff Recommendation:
The contract pays for a full-time wildlife biologist to respond to complaints about damage caused by wildlife and to remedy the problem by public education, wildlife behavior modification and, if necessary, removal. The goals of the program are to reduce threats to property, health and safety caused by wildlife, primarily coyotes.

TCHHSVS staff recommends approving this contract.

Budgetary and Fiscal Impact:
The FY'13 contract budget is $52,600. The contract runs from 9/1/12 - 8/31/13. A requisition for $4,383 will cover payment for the month of September. The remaining $48,217 will be encumbered in October after the FY'13 budget is loaded.

Issues and Opportunities:
There are ongoing complaints from Travis County residents related to coyote threats to human health and safety as well as attacks on pets. This interlocal agreement addresses the need for a comprehensive wildlife damage management program to control the problem.

Background:
The court first approved an Interlocal Cooperation Agreement with the Texas AgriLife Extension Service in FY'05 for a wildlife damage management program in Travis County.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

CONTRACT NO. 13-WS-01

INTERLOCAL COOPERATION AGREEMENT
FOR WILDLIFE DAMAGE MANAGEMENT

This Interlocal Cooperation Agreement (Agreement) is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (Receiving Agency) and the Texas AgriLife Extension Service - Wildlife Services (Performing Agency), pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act," Sec. 791.001, *et seq.*, TEX. GOV. CODE ANN. (Vernon Supp. 2000).

ARTICLE 1. STATEMENT OF WORK TO BE PERFORMED

1.0 STATEMENT OF WORK TO BE PERFORMED

1.01. **PROJECT.** In strict conformance with the terms and conditions of this Agreement, the Performing Agency shall conduct an operational wildlife damage management (WDM) program for the protection of facilities, structures, and the property from damage caused by wildlife and for the protection of human health and safety from wildlife-related diseases in the County of Travis and the City of Austin (Project).

1.02. **WORK PLAN.** The Project shall strictly conform to the work plan contained in the proposal submitted by the Performing Agency, a copy of which is attached hereto as Attachment A and incorporated herein for all purposes by this reference.

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1.03. **PROGRESS REPORTS.** During the term of the Agreement, the Performing Agency shall submit to the Receiving Agency quarterly Project management information reports, with the first report being due three (3) months after the effective date of the Agreement, and subsequent reports submitted every three (3) months thereafter throughout the term(s) of the Agreement.

1.04. **FINAL REPORT.** The Performing Agency shall submit to the Receiving Agency a final report containing a summary of the work performed during the Initial Term under this Agreement on or before October 1, 2013. If subsequent Renewal Term(s) are approved by the Parties, final reports related to each term shall be submitted each October 1 thereafter.

1.05. **LICENSES.** The Performing Agency shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the undertaking or completion of the work or services to be performed hereunder by the Performing Agency, including the procurement of releases, waivers and other agreements required for access to public and/or private property as necessary to carry out the services and activities set forth in this Agreement.

II. CALCULATION OF REIMBURSABLE COSTS.

2.0 BUDGET

(a) The Receiving Agency will reimburse the Performing Agency for allowable expenses incurred by the Performing Agency in accordance with the "Budget" attached hereto and incorporated herein as Attachment B.

(b) Fiscal Year Limitation. The Parties understand and agree that Receiving Agency's fiscal year runs from October 1 of each year through September 30 of the following year, and that Receiving Agency funding obligations can ONLY be incurred for the portion of any Agreement Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total Agreement amount, Performing Agency cannot

invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

(i) September 1, 2012 - September 30, 2012 1/12 total contract amount
$ 4,383.00

(ii) October 1, 2012 - August 31, 2013 11/12 total contract amount
$48,217.00

(c) Performing Agency understands and agrees that funds set out in 2.01(b)(ii) are contingent upon approval of such funding for the Agreement by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2012, and that the amount set forth under that subsection may be decreased or eliminated by the Commissioners Court during that budget process without any liability of Receiving Agency. This Section 2.01(c) shall apply to any future Agreement Term(s) within the Fiscal Year dates applicable to that Agreement Term. In no event shall any provision of this Agreement or any Agreement subject to this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period.

2.02. **VARIANCE.** The Receiving Agency may allow budget flexibility within categories to the extent that the resulting totals do not exceed 10% of the budgeted amount. Upon written request and justification by the Performing Agency, the Receiving Agency may allow, upon written memorandum to the File, budget flexibility within categories when the resulting totals exceed 10% of the budgeted amount. Changes made under this Section 2.02 that exceed 10% of the budgeted amount shall be effective only upon receipt by the Performing Agency of such memorandum to the File signed by the Receiving Agency's designated representative, [illegible] of this Section 2.02, shall be Sherri Fleming, County Executive, Travis County Health and Human Services and Veterans Service (County Executive).

2.03. **TRAVEL.** Travel shall be reimbursable under this Agreement only if "Travel" is an authorized budget category in Attachment B. If travel is included in Attachment B, it shall be reimbursed at the approved State of Texas employee rate as established by the State of Texas.

2.04. **PURCHASES.** The Performing Agency shall not purchase any equipment and/or computer software as a reimbursable budget item without prior written approval from Receiving Agency as indicated by written document signed by County Executive and Cyd Grimes, Travis County Purchasing Agent (Purchasing Agent). Equipment is defined as tangible personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit. Title to any equipment so purchased shall be retained by the Performing Agency at the end of the Agreement.

III. CONTRACT AMOUNT.

3.01. **CONSIDERATION.** For and in consideration of the Performing Agency's satisfactory performance under this Agreement, the Receiving Agency shall pay to the Performing Agency a total amount during the Initial Term not to exceed $52,600.00, in accordance with the Budget referenced above.

IV. PAYMENT FOR SERVICES.

4.01 **PAYMENT.** Payment shall be made by the Receiving Agency from proper appropriation items or accounts which it normally uses for like expenditures (current revenue funds), by check payable to the Performing Agency. Performing Agency shall provide Receiving Agency with an invoice reflecting expenditures related to the Budget included in this Agreement within fifteen days of each month of the Agreement term. Receiving Agency will make payment to Performing Agency within thirty days of receipt of a complete and correct invoice.

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4.02 **RETAINAGE.** To ensure full performance by the Performing Agency, final payment in an amount equal to five percent of the total consideration may be withheld until receipt and approval of all services and/or other deliverables required herein.

4.03 **BOOKS AND RECORDS; AUDIT.** Charges for service, statements, invoices, and other required documentation to evidence and properly support the requests for payment shall be maintained by the Performing Agency for a period of three years, or until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved, whichever occurs later, and delivered to the Receiving Agency on request. The Receiving Agency reserves the right to audit any Performing Agency account related to the Project and to verify any expense item submitted for reimbursement by the Performing Agency. In the event the Receiving Agency determines that any sum of money which has been paid by the Receiving Agency (1) has resulted in overpayment to the Performing Agency, or (2) has not been spent strictly in accordance with the terms of this Agreement, upon written request of the Receiving Agency, the Performing Agency agrees to reimburse the Receiving Agency within twenty working days after such written request for reimbursement. This Section 4.03 shall survive the termination of this Agreement.

4.05 **CREDIT.** Payments received by the Performing Agency shall be credited to the appropriate appropriation items or accounts.

4.06 **LIMITATION.** The Receiving Agency shall not be liable to the Performing Agency for costs incurred by the Performing Agency before the commencement of this Agreement or after the termination of the Agreement.

V. TERM OF AGREEMENT

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5.01 **TERM.** This Agreement shall be effective as of September 1, 2012, and shall terminate on August 31, 2013. This Agreement may be renewed upon written agreement by the Parties prior to the termination date of the Term of the Agreement.

5.02 **DISPUTE RESOLUTION.** If a contract dispute arises that cannot be resolved to the satisfaction of the Parties either Party may notify the other Party in writing of the dispute. Notification of such dispute shall be sent by the Performing Agency to the Purchasing Agent, with a copy to the County Executive. If the Parties are unable to satisfactorily resolve the dispute within fourteen days of the written notification, the Receiving Agency may require the issue(s) to be mediated. In such event, the Receiving Agency shall so notify the Performing Agency and furnish the Performing Agency with the names of three mediators acceptable to the Receiving Agency. Within ten days of such notice, the Performing Agency shall select a mediator from the list provided by the Receiving Agency and notify the Receiving Agency of the selection. The mediation shall occur within thirty days of such notification. Prior to the mediation, each Party will provide the mediator with a statement of issues to be mediated, along with any other information or releases required by the mediator. Cost of the mediator shall be borne equally by the Parties. Unless all Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless all Parties agree, in writing, to waive the confidentiality.

5.03. **EARLY TERMINATION.** The Receiving Agency may terminate this Agreement upon 60 days written notice to the Performing Agency. Upon receipt of notice of early termination, the Performing Agency shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts which relate to the performance of this Agreement and shall otherwise cease to incur costs under the Agreement. Early termination will be subject to an equitable settlement of the respective interests of the Parties accrued up to the date of termination.

VI. FUNDING

6.01. **NO DEBT.** This Agreement shall not be construed as creating any debt on behalf of the State of Texas or the Receiving Agency in violation of Sec. 49, Art, III of the State Constitution (Constitution). In compliance with Sec. 6, Art. VIII of the Constitution, it is understood that all obligations of the Receiving Agency are subject to the availability of funds. If such funds are not appropriated or become unavailable, this Agreement may be terminated. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination. Performing Agency acknowledges and agrees that in no event shall any provision of this Agreement be interpreted to obligate the Receiving Agency beyond the funds approved by the Travis County Commissioners Court for any fiscal year/budget period. Other provisions not withstanding, this Agreement will be subject to termination on any September 30 if, during the budget planning and adoption process, the Travis County Commissioners Court fails to provide funding for this Agreement for the Receiving Agency fiscal year following the beginning of the Agreement term.

VII. OWNERSHIP.

7.01. **OWNERSHIP.** The Receiving Agency shall have unlimited rights to technical or other data resulting directly from the performance of work under this Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Agreement and developed by the Performing Agency under this contract shall be owned by the Performing Agency.

7.02. **COPYRIGHT.** The Performing Agency shall not assert any rights at common law or in equity, or otherwise establish any claim to statutory copyright in any data, material or information developed under this Agreement. The Parties expressly agree that the Performing Agency shall own all right, title, and interest in and to any copyright or other intellectual property rights and any material or information developed under this Agreement, including but not limited to the right to use, reproduce or publish any or all of such information and other materials without the necessity of obtaining permission from the Receiving Agency and without expense or charge. All reports and other materials completed as a result of this Agreement shall carry an appropriate acknowledgement of Receiving Agency support on the front cover or title page of such document and other materials.

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VIII. DATA COLLECTION AND DELIVERY.

8.01. **GEOGRAPHIC INFORMATION SYSTEMS.** Data, databases, and products associated with electronic Geographic Information Systems (GIS), which have been collected, manipulated, or purchased with funds from this Agreement, shall be subject to all applicable terms of the Texas Department of Information Resources (DIR) Standards and Guidelines for Geographic Information Systems in the State of Texas, August 1992.

8.02. **TRANSFER OF DATA.** Any GIS data to be transferred or exchanged that is collected, manipulated, or purchased with funds from this Agreement must be documented as specified in the Texas Metadata Standard or, at a minimum, as specified in the Texas Metadata Subset Standard (projected to be implemented by DIR in 1997), subject to any subsequent updates or revisions promulgated thereafter.

8.03. **FORMAT.** Any electronic data to be transferred in conjunction with a GIS shall be transferred in ARC/INFO, an ARC/INFO-compatible format, or other mutually agreed format. Non-spatial text or database data to be transferred shall be delivered in MS WORD, dbase (.dbf), or ASCII compatible formats. Acceptable media for delivery includes compatible tape cartridge, optical disks, and CD-ROM.

IX. EVENTS OF DEFAULT AND REMEDIES.

9.01. **DEFINED.** Each instance of the Performing Agency's failure to comply with any term, covenant or provision contained in this Agreement shall constitute an event of default (Event of Default) under this Agreement.

9.02. **REMEDIES.** Receiving Agency must use the dispute resolution process provided in Chapter 2260, "Texas Government Code," and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made against Performing Party.

9.03 **NO WAIVER.** No waiver of any Event of Default shall be considered a waiver of any other or subsequent Event of Default, and no delay or mission in the exercise or enforcement of the rights and powers of the Receiving Agency shall be construed as a waiver of any such rights or powers.

X. MISCELLANEOUS PROVISIONS.

10.01. **SUBCONTRACTS.** The Performing Agency may, only with the prior written consent of the Receiving Agency, subcontract with other agencies and/or private entities for some or all of the services to be performed under this Agreement; provided, however, such consent may be withheld or conditioned in the Receiving Agency's sole and absolute discretion. Each request for approval shall include a detailed budget estimate with specific cost details for each or specific item or work to be performed by the subcontractor and for each category of reimbursable expense. The Performing Agency shall legally bind any such subcontractors to perform and make such subcontractors subject to all the duties, requirements, and obligations of the Performing Agency specified herein. Nothing herein shall be construed to relieve the Performing Agency of the responsibility for insuring that the services rendered comply with the terms and provisions of this Agreement. The Performing Agency will provide the Receiving Agency with copies of all subcontracts and all amendments, cancellations or terminations to such subcontracts upon request.

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10.02. **INDEPENDENT CONTRACTOR.** It is further mutually understood and agreed that the Performing Agency is contracting with the Receiving Agency as an independent contractor and agrees to hold the Receiving Agency harmless to the full extent permitted under the Constitution and laws of the State of Texas from and against any and all claims, demands, and causes of action arising from the negligent acts or omissions of the Performing Agency, its employees or agents in connection with the performance of services by the Performing Agency or its subcontractors under this Agreement.

10.03. **HISTORICALLY UNDERUTILIZED BUSINESSES.** In accordance with state law, it is the Receiving Agency's policy to assist historically underutilized businesses (HUB's), whether minority or women-owned, to participate whenever possible in providing goods and services to the agency. The Receiving Agency encourages those parties with whom it contracts for the provision of goods and services to adhere to this same philosophy in selecting subcontractors to assist in fulfilling the contractor's obligations with the Receiving Agency. The Performing Agency will provide the Purchasing Department of the Receiving Agency with pertinent details of any participation by a HUB in fulfilling the duties and obligations arising under this Agreement.

10.04. **INCORPORATION BY REFERENCE.** Incorporated by reference the same as if specifically written herein are the rules, regulations, and all other requirements imposed by law, including but not limited to compliance with those applicable rules and regulations of the State of Texas and the federal government, all of which shall apply to the performance of the work under this Agreement.

10.05. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement of the Parties relative to the subject Project. No other agreement, statement, or promise that is not contained in this Agreement shall be binding except through a written modification signed by both Parties.

10.06 **WRITTEN CONSENT.** Written consent from the Landowner, Lessee, or designee (Cooperator) and concurrence with the Performing Agency will be required to access private property to conduct wildlife damage management activities.

10.07 **LIABILITY.** U. S. Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS) is the agency assigned overall program responsibilities. USDA-APHIS-WS will hold Cooperator harmless from any liability arising from the negligent act or omission of a government officer or employee acting within the scope of his or her employment to the extent compensation is available pursuant to the Federal Tort Claims Act (FTCA), 28 USC 2761 et. seq., except to the extent that aforesaid liability arises from the negligent act or omission of the Cooperator, their employees, agents or subcontractor(s). Such relief shall be provided pursuant to the procedure set forth in the FTCA and applicable regulations.

10.08. **GOVERNING LAW AND VENUE.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas. As per Texas Education Code, Section 85.18, exclusive venue for a suit against the Texas AgriLife Extension Service is Brazos County or the corresponding federal court; provided, however, neither the foregoing, nor any other provision of this Agreement, shall be construed as a waiver of sovereign immunity by either Party.

10.09. **SEVERANCE.** Should any one or more provisions of this Agreement be held to be void, voidable, or for any reason whatsoever of no force and effect, such provision(s) shall be construed as severable from the remainder of this Agreement, which shall remain of full force and effect.

10.10 **HEADINGS.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

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10.11 **NOTICES.** Any notice required or permitted to be delivered under this Agreement shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the Receiving Agency or the Performing Agency as the case may be, at the address set forth below:

Receiving Agency:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health and Human Services,
and Veterans' Service
P.O. Box 1748
Austin, Texas 78767

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

Performing Agency:
Jane Zuber
Director for Office of Sponsored Research Services
Texas AgriLife Contracts & Grants
400 Harvey Mitchell Parkway South
Suite 300
College Station, Texas 77845-7775

and

Texas AgriLife Extension Service - Wildlife Services
1600B Smith Road
Austin, Texas 78721

Notice given in any other manner shall be deemed effective only if and when actually received by the Party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

10.12. **AMENDMENTS.** Any change to the terms of this Agreement shall be made in writing and signed by both Parties. Requests for changes by Performing Agency will be submitted to the Purchasing Agent, with a copy to the County Executive.

10.13. **INSURANCE.** Performing Agency shall have standard insurance sufficient to cover the needs of the Performing Agency pursuant to applicable generally accepted business standards.

10.14. **CLAIMS NOTIFICATION.** Performing Agency shall give written notice to Receiving Agency of any claim or other action made or brought by any person, firm, corporation or other entity against Performing Agency or Receiving Agency related to services and activities provided under this Agreement.

10.15 **FORCE MAJEURE.** Neither Party shall be financially liable to the other Party for delays or failures to perform where such failure is caused by force majeure (i.e., those causes generally recognized under Texas law as constituting impossible conditions).

THE UNDERSIGNED do hereby certify that: (1) the services specified above are necessary and essential and are properly within the statutory functions and programs of the affected agencies of state and/or local government; (2) the proposed arrangements serve the interest of efficient and economical administration of those affected agencies; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article XVI of the Constitution to be supplied under contract by the lowest responsible bidder.

THE RECEIVING AGENCY further certifies that it has the authority to enter into this Agreement by virtue of the authority granted in TEXAS HEALTH AND SAFETY CODE, Chapter 825.004, Appropriations by Local Governments, and other applicable statutes.

THE PERFORMING AGENCY further certifies that is has the authority to enter into this Agreement by virtue of the authority granted in the Texas Education Code, Section 88.01.

THE PARTIES mutually bind themselves to the faithful performance of this Agreement, effective as of the first day of September 2011.

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RECOMMENDED

Texas AgriLife Extension Service - Wildlife Services

BY: _____ Date: _____
Michael J. Bodenchuk
Title: Director

PERFORMING AGENCY RECEIVING AGENCY

Texas AgriLife Extension Service Travis County

BY: _____
Ed Smith
Title: Director, Texas AgriLife Extension Service and Associate Chancellor for Agriculture and Life Sciences

Date:_____

RECEIVING AGENCY

Travis County

By: _____

Samuel T. Biscoe,
Travis County Judge

Date:_____

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ATTACHMENT A

CONTRACT NO. 13-WS-01

WORK PLAN

DATED: SEPTEMBER 1, 2012

Introduction

Texas Wildlife Services (TWS) program personnel report that conflicts between people and coyotes and other damage causing wildlife are increasing in urban areas across the State of Texas. While the program implemented under this Agreement will emphasize activities related to the coyote population, services and activities related to other damage causing wildlife will also be provided as feasible. References to services related to coyotes under this Agreement also include like services related to other damage causing wildlife. In recent years, TWS biologists assigned to Austin and central Texas have responded to a growing number of complaints related to coyote threats to human health and safety and coyote attacks on pets. In the past, WS biologists in Austin and Travis County have responded to most of these complaints by providing technical assistance or educational materials. Today, the problem has reached a point where technical assistance no longer meets the needs of the public. The TWS Program recognizes a need to conduct a comprehensive Coyote/ Damage Causing Damage Management (CDM) program in Travis County and the City of Austin and recommends the course of action outlined in this work plan.

Several counties which adjoin Travis County currently have coyote management programs in place. Blanco, Burnet, Hays, and Williamson counties currently fund coyote management programs. Historically, these programs have been directed at livestock predation problems. In recent years, the Texas Wildlife Services Program has reported an increase in coyote complaints from residential areas in the aforementioned counties and a significant part of the service provided by the Texas Wildlife Services Program has been directed at managing problems in urban and suburban areas of the counties.

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The proposed program in Travis County and the City of Austin differs somewhat from the current programs in surrounding counties in that highest priority will be given to addressing coyote problems in residential and urban areas of the county. Secondary emphasis will be given to coyote management in outlying areas of the City of Austin and Travis County.

Area of Jurisdiction.

This Agreement shall be performed only within the unincorporated areas of Travis County and the City of Austin. Participation in this Agreement by other incorporated municipalities within Travis County will be handled by amendment to this Agreement pursuant to Section 10.12.

For the Agreement Term beginning September 1, 2012, and terminating August 31, 2013, as provided in this paragraph, the Area of Jurisdiction and all references to the City of Austin and Travis County, collectively or singularly, related to the provision of services will include the City of Rollingwood. Actual provision of services will be subject to completion and execution of the appropriate interlocal agreement(s) between Travis County, the City of Austin and/or the City of Rollingwood. Receiving Agency will provide Performing Agency a copy of the executed agreement(s) upon execution. Actual provision of services to the City of Rollingwood will not begin until such agreement(s) are delivered to Performing Agency.

Purpose of Objectives

The Texas AgriLife Extension Service - Wildlife Services Unit in conjunction with USDA-APHIS-WS Program (WS) will continue an operational and technical assistance based CDM program in the City of Austin and Travis County, Texas. The overall objective of this Agreement is to fund and conduct a fullservice integrated CDM program. The primary goal of the operational program will be to reduce human health and safety threats and concerns and reduce injuries to and loss of pets caused by coyotes and other

damage causing wildlife in Travis County and the City of Austin. The secondary goal will be to reduce damage to property and other resources caused by coyotes and other damage causing wildlife. An annual work plan and financial plan are included herein.

Objectives

A. To continue and conduct an operational CDM program to minimize conflicts between people and coyotes and other damage causing wildlife.

B. To cooperate with Travis County, the City of Austin and Extension for the purpose of developing a public education program designed to minimize conflicts between people and coyotes and other damage causing wildlife. The educational effort will include development and dissemination of information related to modification of environmental conditions and/or cultural practices which influence coyote activity and activity of other damage causing wildlife.

C. To monitor coyote activity and activity of other damage causing wildlife while evaluating the effectiveness of CDM program efforts.

Goals

To minimize the following coyote/damage causing wildlife related problems in Travis County and the City of Austin: coyote threats to human health and safety, coyote attacks on pets, and other conflicts that may arise between people and coyotes and other damage causing wildlife.

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Plan of Action

WS has assigned a full time wildlife biologist to Travis County for the purpose of continuing and conducting a CDM program. WS will also maintain an existing wildlife biologist position in Travis County to augment the CDM program. The existing position will support predator control and educational programs in cooperation with Travis County and the City of Austin. WS personnel assigned to Travis County will remain under the supervision of WS. CDM activities will be confined to the unincorporated areas of Travis County and the City of Austin. WS provides managerial, technical, and administrative program support. WS adheres to all local and state laws and regulations as well as USDA/APHIS/WS policies and guidelines when conducting WDM operations. Safety will be a priority.

CDM methods for controlling coyotes and other damage causing wildlife will include all legal methods such as, but not limited to, leghold traps, snares, shooting, calling, chemical control and hand removal. Only WS or other designated personnel will remove captured animals. WS will be responsible for application and maintenance of CDM equipment.

WS will inform City, County and Extension personnel of WDM activities by attending meetings and providing mutually agreed upon reports. The WS District Office in College Station, Texas (979/845-6201) will monitor the program.

Services and activities to be provided by Performing Agency will include the following:

1. Provide educational services for areas registering complaints or making requests for such services through Receiving Agency.

2. Evaluate and make recommendations for modification of citizen activities related to complaints and requests.

3. Cooperate with City and County in developing and distributing educational and other

informational materials designed to decrease the occurrence of problems related to damagecausing wildlife.

4. Provide services as allowed by law related to all damage-causing wildlife, with the initial emphasis on problems related to the coyote population.

5. Where necessary and in instances where other options do not result in a resolution of the wildlife problem, provide for the extermination of animals determined to be a danger to the community.

6. Respond in a timely and effective manner to all complaints related to damage-causing wildlife within the jurisdiction of the Performing Agency utilizing methods which include public education, wildlife behavior modification, and, where necessary, elimination of damage-causing wildlife.

City/County Cooperative Effort

Performing Agency acknowledges and agrees that this Agreement is based upon the cooperative effort to be entered into between Receiving Agency and the City of Austin (City), pursuant to the terms of a separate agreement between Receiving Agency and City (City/County Agreement). Continued performance of the Agreement by Receiving Agency is conditioned upon the performance by City of certain obligations pursuant to the City/County Agreement. Section 5.03 notwithstanding, Receiving Agency may terminate this Agreement with 30 days notice upon the failure of City to perform according to the terms of the City/County Agreement, including payment by City to County of funds set forth under that City/County Agreement.

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Functions related to this Agreement to be provided by City include the following:

1. Payment by City to Receiving Agency of $1[illegible]000

2. Provision of the following in-kind services:

- Coyote and other damage causing wildlife related calls will be handled through the Town Lake Animal Center (TLAC) Animal Control Office and 311 Call Center. The requests for service will be forwarded to the Wildlife Biologist for handling when necessary.

- City Animal Services will continue to provide education and information to citizens in those cases where additional services are not warranted and will assist the Wildlife Biologist with education efforts in the neighborhoods including direct customer service, neighborhood meetings and material distribution.

- City Animal Services will continue to maintain the database of complaints by geographic area to track problem neighborhoods and provide information to the Wildlife Biologist for proactive efforts of coyote population management and the management of other damage causing wildlife populations.

- City Animal Control will handle transport of bodies for any euthanized animals as well as handle disposal of the bodies.

- City Animal Control will provide the rabies quarantine/testing and reporting support required for any suspect animals.

- City Animal Control will provide any coordination support requested by the Wildlife Biologist while conducting activities, including serving as a central point of contact for the Wildlife Biologist to notify the City of the location of traps, harvesting sweeps, etc.

- Provide the necessary City authorization to access City-owned property to implement the

wildlife management program described in this Agreement.

- Transport trapped coyote(s) requiring euthanasia when requested by TWS.

- Euthanize coyote(s) when instructed by TWS to do so.

ATTACHMENT B

CONTRACT NO. 13-WS-01

DATED: SEPTEMBER 1, 2012

BUDGET

Salary and Benefits	
One full-time wildlife biologist	$ 49,813.00
Supplies	2,787.00
TOTAL	**$ 52,600.00**

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Item 23

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: Jayne Rybak, 854-9853
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Records Storage Boxes, IFB No. 1208-002-JR, to the low bidder, Paige Company.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes. This contract will provide Records Storage Boxes to Records Management & Communication Resources.

  IFB No. 1208-002-JR was issued on August 6, 2012. A total of twenty-five (25) vendors were solicited and two (2) bids were received. RMCR recommends award to the low bidder, Paige Company.

- **Contract Expenditures:** Within the last twelve (12) months $10,230 has been spent against this requirement.

- **Contract-Related Information:**
  Award Amount: Estimated Quantity-as need requirements
  Contract Type: Annual
  Contract Period: October 1, 2012 through September 30, 2013

- **Solicitation-Related Information:**

Solicitations Sent:	25	Responses Received:	2
HUB Information:	1	% HUB Subcontractor:	N/A

- **Funding Information:**
  ☐ Shopping Cart/Funds Reservation in SAP: N/A
  ☒ Comments: Requisitions are processed at time of requirement.

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

TRAVIS COUNTY

RECORDS MANAGEMENT & COMMUNICATION RESOURCES

314 West 11th Street , Suite 110 PO Box 1748 Austin, TX 78767 Tel: (512) 854-9575 Fax: 854-4560

MEMORANDUM

TO: Jayne Rybak, Purchasing Agent Assistant II, CTP

FROM: Tom Ashburn, Support Services Manager

DATE: September 6, 2012

SUBJECT: **Recommendation for Award, Bid # 1208-002-JR RECORDS STORAGE BOXES**

RMCR has reviewed the bids and recommends award to the low bidder, Paige Company. The funding for this procurement is budgeted in Fund Center 1570100129, Commitment Item 510230. Thank you for your assistance in this matter.

Bid #1208-002-JR - RECORDS STORAGE BOXES

Creation Date	**Aug 6, 2012**	End Date	**Aug 27, 2012 10:00:00 AM CDT**
Start Date	**Aug 6, 2012 2:36:04 PM CDT**	Awarded Date	**Not Yet Awarded**

1208-002-JR--01-01 RECORDS STORAGE BOXES

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
Paige Company	First Offer - $1.10	11000 / each	$12,100.00		Y
Product Code: **Unit Amount Text:** one dollar and ten cents each **Total Amount Text:** twelve thousand one hundred dollars total **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** exceeds minimum standard. Has triple walls at handles and double wall on sides and bootom			
The Educational Outback	First Offer - $7.36	11000 / each	$80,960.00		Y
Product Code: **Unit Amount Text:** seven dollars thirty six **Total Amount Text:** eighty thousand Nine hundred sixty **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** bankers box			

1208-002-JR--01-02 LIDS

Supplier	Unit Price	Qty / Unit	Total Price	Attch.	Docs
Paige Company	First Offer - $0.73	11000 / each	$8,030.00		Y
Product Code: **Unit Amount Text:** seventy three cents each **Total Amount Text:** eight thousand thirty dollars total **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:** Fits Paige #806 box only			
The Educational Outback	First Offer - $0.74	11000 / each	$8,140.00		Y
Product Code: **Unit Amount Text:** seventy four cents **Total Amount Text:** eight thousand one hundred forty **Agency Notes:**		**Supplier Product Code:** **Supplier Notes:**			

Supplier Totals

Paige Company — **$20,130.00** **(2 / 2 items)**

Bid Contact **James Mikedes**
jmikedes@paigecompany.com
Ph 201-461-7800

Address **1 Paul Kohner Place**
Elmwood Park, NJ 07407

Agency Notes:

Supplier Notes:

The Educational Outback — **$89,100.00** **(2 / 2 items)**

Bid Contact **Reba Coutermarsh**
educationaloutback@yahoo.com
Ph 907-374-6818

Address **360 Old Chena Pump Road**
Fairbanks, AK 99709

Qualifications **DBE MBE SB WBE**

Agency Notes:

Supplier Notes:

* *

Item 24

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: David Walch, 46663; Marvin Brice
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 5 to Contract No. 4400000795, (H.T.E. # PS100110DW), Austin/Travis County Reentry Round Table, to provide professional program development for formerly incarcerated persons in the community.

- **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 agreement is for the provision of program development for formerly incarcerated persons residing in the Austin and Travis County community. The Reentry Roundtable will work with County Departments, the City of Austin and the private business sector and recommend evidence-based practices that might be implemented in order to increase the number of former offenders hired by these entities. By aligning County government resources with a community coalition, the overall goal of this partnership is to address and improve offender reentry in Travis County through stakeholder participation in an inclusive, community planning process.

  This Modification No. 5 modifies the FY2012 deliverables and increases the FY2012 not-to-exceed amount by $6,000.00. In addition, the contract term is extended until September 30, 2013, incorporating FY2013 deliverables and establishing a contract period not-to-exceed amount of $35,000.00.

  Modification No. 4 revised the FY2012 deliverables and did not impact the FY2012 not-to-exceed amount of $30,000.00.

Modification No. 3 extended the contract term until September 30, 2012 and incorporated deliverables for FY2012 in the not-to-exceed amount of $30,000.00.

Modification No. 2 transitioned this contract to a Fiscal Year contract by incorporating deliverables for FY2011 in the not-to-exceed amount of $30,000, and extending the contract term until September 30, 2011.

Modification No. 1 revised Deliverable #2 to extend the deadline for completion.

- **Contract Expenditures:** Within the last 12 months $30,000.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: $30,000.00
  Contract Type: Professional Services Agreement
  Contract Period: April 13, 2010 – December 30, 2010

- **Contract Modification Information:**

  Modification Amount: $6,000.00 FY2012 one time funding
  $35,000.00 FY2013 not-to-exceed
  Modification Type: Bilateral
  Modification Period: October 1, 2012 – September 30, 2013

- **Funding Information:**

  ☐ Purchase Requisition in H.T.E.:
  ☒ Funding Account(s): 011-5500-557-6099
  ☒ Comments: Renewal period funded with FY 2013 funds.

Mary
Adin
David
9.4.12
MB

CRIMINAL JUSTICE PLANNING

Roger W. Jefferies, County Executive, Justice & Public Safety Division
P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

RECEIVED
TRAVIS COUNTY
2012 AUG 30 PM 4:50
PURCHASING OFFICE

August 24, 2012

To: Cyd Grimes, C.P.M Travis County Purchasing Agent

From: Roger Jefferies, County Executive Justice and Public Safety

Date: August 24, 2012

RE: Modification to FY2012 Contract – PS100110DW
FY2013 Contract Deliverables for the Austin/Travis County Reentry Round Table

This memorandum is to:

1) Modify the FY2012 contract for the Austin/Travis County Reentry Round Table to add the following deliverable:

   The Austin Travis County Reentry will form an Ex-Offenders Council with the purpose of having successful reentrants to develop local policy and guidance to the community for reentry issues, to train ex-offenders for speaking engagements in public, and for testifying in Texas State legislative on local reentry matters. The Council will consist of ten plus members diverse in former offense, race, and special needs. Meetings will be held monthly. Amount to be paid is $6,000.00.

2) Add the FY2013 contract deliverables for the Austin/Travis County Reentry Round Table. Please see attached.

This contract should be extended to 09/30/~~2012~~ 2013. Please let me know if you have any questions.

Attachment
cc: David Walsh, Purchasing Agent Asst. III
Kimberly Pierce, CJP Planning Manager
Cynthia Finnegan, CJP Senior Planner

MODIFICATION OF CONTRACT NUMBER: 4400000795 (H.T.E. PS100110DW) – AUSTIN/ TRAVIS COUNTY EENTRY ROUND TABLE

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST # 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: **David Walch** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **September 4, 2012**
ISSUED TO: **Austin Community Foundation** **Sandra Eames, Ed.D, Chair** **P.O. Box 5159** **Austin, Texas 78762-3456**	MODIFICATION NO.: **5**	EXECUTED DATE OF ORIGINAL CONTRACT: **April 13, 2010**

ORIGINAL CONTRACT TERM DATES: 04/13/10 – 12/31/10 CURRENT CONTRACT TERM DATES: 10/01/11 – 09/30/12

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ 30,000 Current Modified Amount $131,000

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 section 6.0 AMENDMENTS/MODIFICATIONS, this contract is hereby modified as follows:

   A. "ATTACHMENT B, Deliverables for FY2012" is hereby modified to include the forming of an Ex-offenders Council with the purpose of having successful reentrants to develop local policy and guidance to the community for reentry issues, to train ex-offenders for speaking engagements in public, and for testifying in Texas State Legislative on local reentry matters. The Council will consist of ten plus members diverse in former offense, race, and special needs. The amount to be paid for these services is $6,000.00

   B. Effective October 1, 2012, this agreement is hereby modified to delete "ATTACHMENT B, Deliverables for FY2012, Travis County Austin/Travis County Reentry Round Table Memorandum of Understanding," dated February 2012, in its entirety and replace it with "ATTACHMENT B, FY2013 Deliverables for the Austin/Travis County Reentry Round Table" dated August 24, 2012, attached hereto, and made a part here of, which details the fiscal year 2013 deliverables.

   C. The Deliverables for FY2013 will be funded at the not-to-exceed amount of $35,000.00.

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: Austin Travis County Reentry Round Table BY: Sandra Eames SIGNATURE BY: Sandra E Ames PRINT NAME TITLE: Chair of Roundtable ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: [illegible] CYD V. GRIMES, C.P.M., CPPO TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

FY2013 Deliverables for the Austin/Travis Reentry Roundtable

The A/TCRRT will educate, facilitate and advocate for best practices to ensure Travis County criminal justice professionals learn measure and practice outcomes to deliver sustainable program efficiencies.	**Deliverable:** This deliverable will be to provide a training to no less than 30 to 35 corrections staff which will focus on evidence based practices targeting former offenders. Completion of the evidence based trainings will constitute 15% of the contract. Payment will be made after the successful completion of the training.
The A/TCRRT will provide awareness and education to professionals, former offenders, families and the public at large with reentry resource brochures, materials and contact information	**Deliverable:** The deliverable for this initiative will be for the A/TCRRT to participate in four (4) community resource fairs, seminars, and/or other reentry forums. Completion of this awareness/education initiative will constitute 20% of the contract. One-fourth (1/4th) of payment will be made after the successful completion of each event.
The A/TCRRT will update the community on reentry initiatives and news related to reentry and reintegration.	**Deliverable:** The A/TCRRT will write and publish a quarterly electronic newsletter that will update the community on reentry initiatives and news related to reentry and reintegration. The newsletter will not focus solely on A/TCRRT committee activities but will include local, state and national events, trends, legislative news, grant funding opportunities and other noteworthy information relating to reentry as appropriate. The newsletter will be e-mailed to all of the A/TCRRT stakeholders and placed on the reentryroundtable.net website on the same day. This deliverable will constitute 20% of the contract and will be paid quarterly upon completion of each newsletter.
The A/CRRT will conduct outreach and awareness to private enterprise employers advocating the hiring or persons with criminal backgrounds.	**Deliverable A:** The A/TCRRT will create an Employment Committee comprising of no less than eight to ten public and private employment specialists, employers and other stakeholders by November 2012. This deliverable will constitute 10% of the contract and will be paid upon submission of a roster of the team members to Criminal Justice Planning. **Deliverable B:** The A/TCRRT Employment Committee consisting of no less than eight to ten standing member will advocate hiring former offenders through outreach and awareness presentations to three (3) community private employers, business coalitions, employment

	conferences and/or other employment related forums. This deliverable shall constitute 15% of the contract and will be paid 5% upon completion of each of the three presentations.
The A/TCRRT will provide on-going facilitation, training and support to the newly formed A/TCRRT Ex-Offenders' Council.	**Deliverable A:** This deliverable will assist the Council in developing a FY2013 Action Plan. This will constitute 10% of the contract and will be paid upon completion of the Action Plan. **Deliverable B:** This deliverable will be to facilitate regular meetings of the Council to implement the objectives set out in their FY2013 Action Plan. It shall constitute 10% of the contract and will be paid quarterly.

Item 25

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: David Walch, 46663, Marvin Brice CPPB
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 3 to Contract No. 4400000596, (H.T.E. # PS000246JW) New Encounters Residential Treatment Center, Inc., for the provision of Residential Treatment 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.

This agreement is for the provision of residential treatment services for juvenile offenders within Travis County's Juvenile Probation Department. Travis County has approximately 34 active Residential Treatment Service Contracts within different counties throughout Texas. These agreements are used on an as needed basis, according to the specific needs of the youths being placed. Travis County pays the daily cost set by the State of Texas Juvenile Justice Department in accordance with the facility type and level of service provided.

This Modification No. 3 updates this contract to reflect the Prison Rape Elimination Act contract language now required by the Texas Juvenile Justice Department for all Title IV-E facilities.

Modification 2 updated Sections 4.1 and Section 7.17 to correct audit findings identified by State audit.

Modification 1 increased the Level of Care rates as defined by the State and included modifications to Section 3.19 pertaining to Medicaid eligible children and Section 4.1 for Title IV-E Federal Foster Care Reimbursement eligibility.

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

- **Contract-Related Information:**

  Award Amount: As needed contract
  Contract Type: Professional Services Agreement
  Contract Period: July 1, 2000 – September 20, 2000

- **Contract Modification Information:**

  Modification Amount: N/A As needed contract
  Modification Type: Bilateral
  Modification Period: September 25, 2012 – until terminated

- **Funding Information:**

  ☐ Purchase Requisition in H.T.E.:
  ☒ Funding Account(s): 001-4543-593-6205
  ☒ Comments: Funds will be verified on an as needed basis through Shopping carts processed against the contract.

MODIFICATION OF CONTRACT NUMBER: 4400000596 (H.T.E.# PS000246JW) Residential Treatment Services

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: **David Walch** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **August 27, 2012**
ISSUED TO: New Encounters Residential Treatment Center, Inc. 4121 F. M. 637 Corsicana, TX 75110	MODIFICATION NO.: **3**	EXECUTED DATE OF ORIGINAL CONTRACT: **June 20, 2000**

ORIGINAL CONTRACT TERM DATES: **07/20/2000 – 9/30/2000** CURRENT CONTRACT TERM DATES: **10/01/2000 – Until Terminated**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $ NA Current Modified Amount $ NA

DESCRIPTION OF CHANGES: The above referenced contract is modified to reflect the changes as set forth below:

A. In accordance with Section 7.6 Amendments of the current contract, the following Sections of the contract are modified as follows:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.

Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30. [PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."

B. All references to "Texas Juvenile Probation Commission" (TJPC) are amended to the "Texas Juvenile Justice Department".

C. "Attachment C, Contracted Components of Care" is hereby incorporated into this agreement.

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

Note to Vendor:

[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: New Encounters BY: Craig Tekell SIGNATURE BY: CRAIG TeKell PRINT NAME TITLE: Director ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE: 9-5-12
TRAVIS COUNTY, TEXAS BY: CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

ATTACHMENT "C"
CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.

B) **Service Planning and Coordination.**

i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.

ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).

iii. The Contractor shall ensure that the service plan incorporates and is consistent with:

a. Permanency goals identified in the juvenile probation department residential case plan;

b. Behavioral goals established by the juvenile probation department;

c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and

d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.

iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) **Food.**

i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.

ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.

iii. The Contractor shall ensure that children have input into meal planning.

B) **Clothing and Personal Items.**

i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:

a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and

d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.

ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:

b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;

c. Gender and age-appropriate;

d. Proportionate to the child's size;

e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and

f. Clean and washed on a regular basis.

iii. The Contractor shall allow children to label their clothes with their name or initials.

iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:

a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;

b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;

c. Ensuring sufficient hot water is available for daily baths or showers; and

d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C) Room, Board, and Furnishings.

i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.

ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.

iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) Discipline.

i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and

ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:

a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

CONTRACTED COMPONENTS OF CARE

b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.

c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) De-Escalation and Crisis Management.

i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.

ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.

iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) Educational Activities.

i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.

ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.

iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:

a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;

b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;

c. Report cards, progress reports, and/or IEP progress reports;

d. Transcripts;

e. Standardized test result – TAKS/SDAA/LDAA;

f. Referrals, notices or other correspondence;

g. Pictures;

h. Miscellaneous – anything school related not previously listed.

iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.

v. The Contractor shall document that the report card and progress reports are discussed with each child.

vi. The Contractor shall provide the child's education portfolio to the juvenile probation department at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:

a. The most current educational documents and records are in each child's education portfolio; and

b. The child's education portfolio includes the child's current school withdrawal paperwork.

vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

B) Vocational Activities. The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

CONTRACTED COMPONENTS OF CARE

i. Has access to appropriate vocational activities and community education programs;
ii. Receives the assistance needed to maximize the benefit of these activities; and
iii Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.

B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).

C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.

B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
   i. Prohibited by court order;
   ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
   iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.

B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTED COMPONENTS OF CARE

CONTRACTOR PARTICIPATION

A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.

B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.

C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.

B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.

B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.

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: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Residential Placement Contracts – Modification
Contract Language for PREA and Contracted Components of Care

DATE: August 22, 2012

The Travis County Juvenile Probation Department is requesting an update to all the current residential treatment contracts to include new language referencing PREA (the Prison Rape Elimination Act). In addition, the Texas Juvenile Justice Department (TJJD) is requiring that the Title IV-E facilities contracts reference the Contracted Components of Care as shown in Attachment "C". The attachment provided by your department, lists the current residential treatment contracts.

The attachments also include the specific PREA language to be included in Section 3.17.1 of each of the contracts and the Contracted Components of Care language to be included in Section 3.17.4 of the HMIH Cedar Crest, LLC, Brookhaven Youth Ranch, Gulf Coast Trades Center, Pegasus School, Inc., Krause Children's, and Cornell Corrections of Texas contracts only.

If you need additional information in order to proceed, please do not hesitate to contact Sylvia Mendoza at 854-7008 or Chris Hubner at 854-7109.

Thank you.

cc: Sylvia Mendoza, Financial Manager, TCJPD
Chris Hubner, General Counsel, TCJPD
Barbara Swift, Deputy Chief, TCJPD
Michael Williams, Lead Accountant, TCJPD
David Walsh, Purchasing Agent Assistant, III

EPM: sm

2515 South Congress Avenue ✱ Austin, Texas 78704 ✱ (512) 854-7000 Fax: (512) 854-7097

Updated 9/20/12, 4:00 p.m.

Central Contract Number	Central Contract Name	Legacy Contract Number	Supplier
4400000591	RESID TRTMT:BROOKHAVEN YOUTH PS000212JW	PS000212JW	BROOKHAVEN YOUTH RANCH INC
4400000590	RESID TRTMT:CEDAR CREST FOUND PS000211JW	PS000211JW	HMIH CEDAR CREST LLC
4400000598	RESID TRTMT:COMAL CO-CONECTNS PS000264KW	PS000264KW	CONNECTIONS INDIVIDUAL AND FAMILY
4400000588	RESID TRTMT:GIOCOSA FOUNDATN PS000206JW	PS000206JW	GIOCOSA FOUNDATION,THE
4400000644	RESID TRTMT:GULF COAST TRADE PS050177JW	PS050177JW	GULF COAST TRADE CENTER
4400000589	RESID TRTMT:LAUREL RIDGE TRTM PS000210JW	PS000210JW	TEXAS LAUREL RIDGE HOSPITAL LP
4400000911	RESID TRTMT:WORLD FOR CHILDRN PS980019JW	PS980019JW	A WORLD FOR CHILDREN
4400000594	RESIDENT TRTMT:PEGASUS SCHOOL PS000230JW	PS000230JW	PEGASUS SCHOOL INC
4400000628	RESIDENT TRTMT:POSITIVE STEPS PS030159JW	PS030159JW	POSITIVE STEPS INC
4400000635	RESIDENT TRTMT:ROCKDALE RGNL PS030292JW	PS030292JW	4M YOUTH SERVICES INC
4400000595	RESIDENT TRTMT:SETTLEMNT CLUB PS000244JW	PS000244JW	SETTLEMENT HOME FOR CHILDREN
4400000586	RESIDENT TRTMT:SHORELINE IN PS000199JW	PS000199JW	SHORELINE INC
4400000671	RESIDENTIAL EMRG SHELTER SV PS070310VR	PS070310VR	AUSTIN CHILDRENS SHELTER
4400000679	RESIDENTIAL EMRG SHELTER SV PS080005VR	PS080005VR	BAPTIST CHILD AND FAMILY HHS
4400000803	RESIDENTIAL TREATMENT PS100224DW	PS100224DW	MERIDELL ACHIEVEMENT CENTER INC
4400000587	RESIDENTIAL TREATMENT SV PS000205VR	PS000205VR	BOYS TOWN TEXAS INC
4400000629	RESIDENTIAL TREATMENT SV PS030160JW	PS030160JW	CORNELL CORRECTIONS OF TEXAS
4400000667	RESIDENTIAL TREATMENT SV PS070255VR	PS070255VR	SOUTHWEST KEY PROGRAM
4400000688	RESIDENTIAL TREATMENT SV PS080181VR	PS080181VR	AVALON CENTER INC
4400000690	RESIDENTIAL TREATMENT SV PS080213VR	PS080213VR	SHILOH TREATMENT CENTER INC
4400000768	RESIDENTIAL TREATMENT SV PS090266VR	PS090266VR	NEURO INSTITUTE OF AUSTIN LP
4400000805	RESIDENTIAL TRTMT SV (SECURE) PS100234DW	PS100234DW	GRANBURY REGIONAL JUVENILE JUSTICE
4400000377	RESIDENTIAL TRTMT SV(HAYS CO) IL080007VR	IL080007VR	HAYS COUNTY
4400000639	RESIDENTIAL TRTMT SV-ALLIANCE PS040257JW	PS040257JW	ALLIANCE ADOLESCENT AND CHILDRENS
4400000630	RESIDENTIAL TRTMT SV-KERR CO PS030161JW	PS030161JW	PIEPER, JANNETT
4400000585	RESIDENTIAL TRTMT:LIFEWORKS PS000183VR	PS000183VR	YOUTH AND FAMILY ALLIANCE
4400000633	RESIDENTIAL TRTMT:NEW HORIZON PS030172JW	PS030172JW	NEW HORIZONS RANCH AND CENTER INC
4400000632	RESIDENTIAL TRTMT:THERAPEUTIC PS030169JW	PS030169JW	THERAPEUTIC FAMILY LIFE
4400000378	RESIDENTIAL TRTMT:VICTORIA CO IL080039VR	IL080039VR	VICTORIA REGIONAL JUVENILE JUSTICE
4400000592	RESID'L TRTMT:CARING FAMILY PS000221JW	PS000221JW	POSABILITIES INC
4400000593	RESID'L TRTMT:LUTHERAN SOC SV PS000229JW	PS000229JW	LUTHERAN SOCIAL SERVICES OF THE
4400000596	RESID'L TRTMT:NEW ENCOUNTERS PS000246JW	PS000246JW	NEW ENCOUNTERS RESIDENTIAL
4400000631	RESID'L TRTMT:YOUTH ALTERNAT PS030162JW	PS030162JW	ROY MAAS YOUTH ALTNERATIVES INC
4400000794	PROF RESIDENTIAL TRTMT SV PS100089DW	PS100089DW	TEXAS SAN MARCOS TREATMENT CENTER

SYLVIA MENDOZA

From:	Chris Hubner
Sent:	Monday, August 20, 2012 11:51 AM
To:	David Walch
Cc:	Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject:	Contract No. PS000211KW - Cedar Crest
Attachments:	Contracted Components of Care-Attachment C.DOCX; Mark-up pp. 5-6.pdf

Good Morning David,
I've been asked to update 6 of our RTC contracts with new language referencing PREA (the Prison Rape Elimination Act) and TJJD's requirement that these types of contracts reference Contracted Components of Care.

Here are pages 5 and 6 of the Cedar Crest RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Please let me know if there's anything further you need on this.

Thanks for your help David,

Chris Hubner
General Counsel

Travis County Juvenile Probation Department
2515 S. Congress Ave, Austin, TX 78704
chris.hubner@co.travis.tx.us
512-854-7109

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licensing standards. The prior authorization or life-threatening situation must be documented in writing.

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

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. 1 including (Ac

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition. PREA language here)

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~ Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 **Acknowledgements and Assurances.**

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

IV.
COMPENSATION, BILLING, AND PAYMENT

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From: Chris Hubner
Sent: Monday, August 20, 2012 1:34 PM
To: David Walch
Cc: Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject: Brookhaven Youth Ranch PS000212JW
Attachments: BYR mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,
Here's page 5 of the Brookhaven Youth Ranch RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

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

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. 1 PREA language

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission.~~ Justice Department, Attachment "C".

SYLVIA MENDOZA

From:	Chris Hubner
Sent:	Monday, August 20, 2012 1:13 PM
To:	David Walch
Cc:	Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject:	Gulf Coast Trades Center PS050177JW
Attachments:	Contracted Components of Care-Attachment C.docx; Mark-up p. 5.pdf

David,
Here's page 5 of the Gulf Coast Trades Center RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Thank you,

Chris Hubner

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. PREA language

3.17.2 CONTRACTOR shall not discriminate against any employee or appl icant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission.~~ Justice Department, Attachment "C".

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child ab use or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family

SYLVIA MENDOZA

From:	Chris Hubner
Sent:	Monday, August 20, 2012 1:56 PM
To:	David Walch
Cc:	Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject:	Pegasus Schools PS000230JW
Attachments:	Contracted Components of Care-Attachment C.docx; Pegasus mark-up p. 5.pdf

David,
Here's page 5 of the Pegasus School, Inc., RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

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

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. PREA language

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~.
Justice Department, Attachment "

SYLVIA MENDOZA

From:	Chris Hubner
Sent:	Monday, August 20, 2012 2:10 PM
To:	David Walch
Cc:	Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject:	Krause Children's PS000229JW
Attachments:	Contracted Components of Care-Attachment C.DOCX; Krause mark-up pp. 5-6.pdf

David,
Here are pages 5 – 6 of the Krause Children's RTC contract with recommended changes underlined:

Pg. 5 – 3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

Pg. 6 – 3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

licensing standards. The prior authorization or life-threatening situation must be documented in writing.

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

3.15 **Indemnity, hold harmless, and claims.**

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract.

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (Notice) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, PREA language

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~. Justice Department, Attachment "C".

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.18 **Acknowledgements and Assurances.**

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

IV.
COMPENSATION, BILLING, AND PAYMENT

4.1 For and in consideration of the satisfactory performance of the services described in Section III and CONTRACTOR'S compliance with the terms and conditions of this Contract, COUNTY shall pay CONTRACTOR a daily reimbursement for each child placed by COUNTY and receiving services from CONTRACTOR in accordance with this Contract. The amount of daily reimbursement shall be based upon the Level of Care provided, as defined by the Texas Juvenile Probation Commission, in accordance with the following rate schedule:

SYLVIA MENDOZA

From:	Chris Hubner
Sent:	Monday, August 20, 2012 3:22 PM
To:	David Walch
Cc:	Barbara Swift; SYLVIA MENDOZA; Beatrice Juarez
Subject:	Cornell Corrections of TX PS030160JW
Attachments:	Cornell mark-up p. 5.pdf; Contracted Components of Care-Attachment C.docx

David,
Here is p. 5 of the Cornell Corrections of Texas RTC contract with recommended changes underlined:

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract, <u>including the Prison Rape Elimination Act of 2003 (PREA), which establishes a zero-tolerance standard against sexual assault of incarcerated persons, including juveniles, and addresses the detection, elimination, prevention, and reporting of sexual assault in facilities housing adult and juvenile offenders.</u>

<u>Under PREA, CONTRACTOR must make available to the CPO all incident-based and aggregated data reports for every allegation of sexual abuse at its facility or facilities, and all such data may be requested by the Department of Justice from the previous calendar year no later than June 30.</u>
[PREA §115.387(e) and (f)]

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile <u>Justice Department, including the requirements of Contracted Components of Care referenced in Attachment "C."</u>

Attachment "C" is included as well.

Please let me know if there's anything further you need on this.

Chris Hubner

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm, corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

3.17.1 CONTRACTOR shall comply with all federal, state, county, and city laws, rules, ordinances, regulations and standards applicable to the provision of services described herein and the performance of all obligations undertaken pursuant to this Contract. PREA language.

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile ~~Probation Commission~~ Justice Department, Attachment "C".

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the CPO and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

ATTACHMENT "C"
CONTRACTED COMPONENTS OF CARE

THE FOLLOWING DOCUMENT INCLUDES REQUIREMENTS FOR THE RESIDENTIAL FACILITY OR CHILD PLACING AGENCY (CONTRACTOR) THAT PROVIDES 24-HOUR CARE TO IV-E ELIGIBLE CHILDREN UNDER THE JURISDICTION OF A TEXAS JUVENILE JUSTICE AGENCY.

DAILY LIVING SKILLS

The Contractor shall teach each child basic living and social skills such that they are able to appropriately care for themselves and function in the community.

ASSESSMENT, SERVICE PLANNING AND COORDINATION

A) **Diagnostic Assessment.** The Contractor shall ensure completion of a diagnostic assessment on each child within 30 days of admission. The assessment must address the child's strengths and needs in the following areas: physical, psychological, behavioral, family, social and educational.

B) **Service Planning and Coordination.**

i. The Contractor shall develop, coordinate and implement a service plan that addresses the services that will be provided to meet each child's specific needs.

ii. The Contractor shall develop a service plan in accordance with the requirements contained in *TJPC-FED-29-04* Section 500 (Casework and Support Services) and Section 501 (Service Plans).

iii. The Contractor shall ensure that the service plan incorporates and is consistent with:

a. Permanency goals identified in the juvenile probation department residential case plan;

b. Behavioral goals established by the juvenile probation department;

c. Components of the child's Individual Education Plan (IEP) and the Individual Transition Plan (ITP) that are both developed by the school's Admission, Review, and Dismissal (ARD) committee, if appropriate; and

d. Components of the CPS transition plan for youth ages 16-22 which includes Preparation for Adult Living (PAL), Education and Training Vouchers (ETV) and other related services and support for youth who are currently in foster care or transitioning out of care. Additional information is located at http://www.dfps.state.tx.us/Child_Protection/Transitional_Living/default.asp.

iv. The Contractor shall ensure that the service plan includes services to assist a child to transition to a new living arrangement or to new provider services, if applicable.

ROUTINE 24-HOUR CHILDCARE

A) **Food.**

i. The Contractor shall provide food in accordance with requirements of DFPS Child Care Licensing Minimum Standards.

ii. The Contractor shall ensure that each child receives fresh fruits, vegetables and dairy products at least once a day.

iii. The Contractor shall ensure that children have input into meal planning.

B) **Clothing and Personal Items.**

i. The Contractor shall maintain an inventory of the child's clothing and personal items that are of substantial and/or sentimental value by:

a. Completing an inventory of clothing and personal items at admission, as additional clothing and personal items are purchased or provided, and at discharge for a planned discharge and within thirty (30) days after an unplanned discharge;

CONTRACTED COMPONENTS OF CARE

b. Ensuring that the child (when age and developmentally able) and the Contractor's staff sign and date the clothing and personal item inventory, except when the clothing and personal item inventory is completed after an unplanned discharge;

c. Sending the clothing and personal item inventory with the probation officer or other department designee at discharge for planned discharges; and

d. Providing the juvenile probation department with the clothing and personal item inventory within thirty (30) days after an unplanned discharge.

ii. The Contractor shall provide each child with appropriate clothing that at a minimum is:

b. In sufficient quantity to ensure an adequate amount of the following: t-shirts, undershirts, underwear, bras, socks, shoes, pants, shirts, skirts, blouses, coats/jackets, sweaters, pajamas, shorts, and other clothing necessary for a child to participate in daily activities;

c. Gender and age-appropriate;

d. Proportionate to the child's size;

e. In good condition, and is not worn-out with holes or tears (not intended by the manufacturer to be part of the item of clothing); and

f. Clean and washed on a regular basis.

iii. The Contractor shall allow children to label their clothes with their name or initials.

iv. The Contractor shall provide each child with appropriate items necessary to meet their hygiene and personal grooming needs by:

a. Making grooming products available so that each child is able to maintain good hygiene and grooming practices;

b. Ensuring that grooming products meet each child's ethnic hygiene and individual hair care needs;

c. Ensuring sufficient hot water is available for daily baths or showers; and

d. Providing training/education as necessary to ensure each child understands the concepts of personal hygiene and grooming and what they need to do on a daily basis to achieve and maintain good hygiene and grooming.

C) **Room, Board, and Furnishings.**

i. The Contractor shall provide each child with a bed, sheets, towels, blankets, bedspreads, pillows, mattresses and other furnishings necessary to meet the child's needs. The Contractor shall ensure that the items be kept clean and in good repair.

ii. The Contractor shall ensure that children have personal storage space for their clothing and possessions. The Contractor shall provide children, who are able to look after their own needs, with individual storage space in their bedrooms for clothing and possessions.

iii. The Contractor shall provide behavioral, gender and age appropriate living arrangements for each child, with the exception of sibling groups, where appropriate, in accordance with DFPS Child Care Licensing Minimum Standards.

DISCIPLINE AND CRISIS MANAGEMENT

A) **Discipline.**

i. The Contractor shall use appropriate authority and discipline practices as necessary to set limits for behavior and help each child develop the capacity for self-control; and

ii. The Contractor shall develop and implement discipline and emergency behavior intervention policies that are consistent with DFPS Child Care Licensing Minimum Standards at: http://www.dfps.state.tx.us/Child_Care/Child_Care_Standards_and_Regulations/default.asp, and the Texas Administrative Code, including, but not limited to, the following:

a. The Contractor shall not use, give permission to use, or threaten to use physical discipline with any child.

CONTRACTED COMPONENTS OF CARE

b. The Contractor shall not threaten the child with loss of visits with family or siblings as a punishment or deterrent to behavior.

c. The Contractor shall not threaten the child with loss of placement as a punishment or deterrent to behavior.

B) **De-Escalation and Crisis Management.**

i. The Contractor shall ensure that all de-escalation techniques are exhausted before utilizing more restrictive and intrusive behavior management or emergency behavior intervention.

ii. The Contractor shall utilize developmentally and age appropriate emergency behavior intervention techniques, as described in DFPS Child Care Licensing Minimum Standards to resolve emergencies.

iii. The Contractor shall manage the facility and milieu in a manner that minimizes disruption during a crisis.

EDUCATIONAL AND VOCATIONAL ACTIVITIES

A) **Educational Activities.**

i. The Contractor shall ensure that each school-aged child placed with the Contractor pursuant to this Contract attends an educational program accredited by the Texas Education Agency ("TEA"). The Contractor may request an exception to this requirement from the juvenile probation department. The Chief Juvenile Probation Officer, or his/her designee may approve the exception request, and such approval must be in writing.

ii. Not later than the third (3rd) calendar day after the date a child is placed in a residential facility, the Contractor shall notify the school district in which the facility is located.

iii. The Contractor shall maintain and update an education portfolio for each child in the Contractor's care. The contents of the education portfolio must include, if appropriate:

a. School enrollment documents – birth certificate, Social Security card, immunizations, and withdrawal notice from the last school;

b. Special Education documents – Admission, Review & Dismissal (ARD) team meeting notes, Individual Education Plan (IEP), Section 504 documents, full individual evaluation and/or other diagnostic assessments;

c. Report cards, progress reports, and/or IEP progress reports;

d. Transcripts;

e. Standardized test result – TAKS/SDAA/LDAA;

f. Referrals, notices or other correspondence;

g. Pictures;

h. Miscellaneous – anything school related not previously listed.

iv. The Contractor shall make the education portfolio readily available to the juvenile probation department on any visit with the child or otherwise, if requested.

v. The Contractor shall document that the report card and progress reports are discussed with each child.

vi. The Contractor shall provide the child's education portfolio to the juvenile probation department at the time a child is discharged from the Contractor's care regardless of whether the discharge is a planned or an unplanned discharge. The Contractor must ensure the following:

a. The most current educational documents and records are in each child's education portfolio; and

b. The child's education portfolio includes the child's current school withdrawal paperwork.

vii. The Contractor shall minimize disruptions to a child's education by scheduling therapy and other appointments outside school hours, whenever possible.

B) **Vocational Activities.** The Contractor shall provide vocational training, support services, activities and skills training (including job readiness), apprenticeships and vocational training opportunities such that each child:

CONTRACTED COMPONENTS OF CARE

i. Has access to appropriate vocational activities and community education programs;
ii. Receives the assistance needed to maximize the benefit of these activities; and
iii Is provided transportation to vocational activities.

ROUTINE RECREATIONAL ACTIVITIES

A) The Contractor shall provide recreational activities such as indoor, outdoor, school, community and religious or spiritual activities for children served under this Contract that are age-appropriate, varied, and are of interest to the child.

B) The Contractor shall ensure that recreational activities are, at a minimum, supervised in accordance with DFPS Child Care Licensing Minimum Standards and service level requirements contained in the Levels of Care Descriptions (TJPC-FED-28-04).

C) The Contractor shall intervene, as necessary, to reduce the risk and occurrence of any and all injuries.

D) The Contractor shall ensure that children have input into the types of recreational activities in which they wish to participate.

TRAVEL

A) The Contractor shall provide or arrange all travel necessary to ensure a child's access to all necessary medical, mental and vision care for each child, including behavioral healthcare services, recreational, school and school activities, family visits, court hearings, Preparation for Adult Living (PAL) activities, permanency conferences, transition plan meetings, family group conferences, circles of support conferences, and any other services necessary to fulfill the tasks on a child's service plan.

B) A Contractor who is licensed as a CPA shall arrange and facilitate sibling visits when siblings are at different placements within the same CPA unless the sibling visits are:
   i. Prohibited by court order;
   ii. Contrary to the best interest of the children as reflected in any of the service plans of the siblings; or
   iii. Discouraged by a mental health professional treating any of the siblings.

CULTURAL COMPETENCE

The Contractor shall provide the contracted components of care with a high level of individual and organizational cultural competence as described below:

A) Individual Cultural Competence – The knowledge, skill or attribute one has relative to cultures other than his/her own, that is observable in the consistent patterns of an individual's behavior, interaction and work related activities over time, which contributes to the ability to effectively meet the needs of children and families receiving services.

B) Organizational Cultural Competence – A set of values, behaviors, attitudes and practices within a system, organization, program or among individuals, which enables staff and volunteers to work effectively with children and families from other cultures. Furthermore, it refers to the staff's ability to honor and respect the beliefs, language, interpersonal styles and behaviors of individuals and families receiving services.

CONTRACTED COMPONENTS OF CARE

CONTRACTOR PARTICIPATION

A) The Contractor shall participate in conferences required by the juvenile probation department which include but are not limited to, medical, school, case planning, permanency planning, transition planning, and legal staffings.

B) The Contractor shall participate in Preparation for Adult Living (PAL) activities, consistent with the child service or transition plan.

C) The Contractor shall participate in any other meetings required by the juvenile probation department or a court having jurisdiction over the child and necessary to ensure that the Contractor is complying with a child's service plan.

MAINTAINING CONNECTIONS

A) The Contractor shall make a good faith effort to ensure that children are able to preserve desired and appropriate connections to his or her own cultural identity and community, including religious/spiritual, family, school, and appropriate organizations through on-site or off-site means.

B) The Contractor shall document all good faith efforts to maintain the child's connections.

PROVIDING TESTIMONY

A) The Contractor shall ensure that Contractor's employees and subcontractors appear and testify in judicial proceedings, depositions and administrative hearings relating to a child, at the request of the juvenile probation department.

B) The Contractor shall, to the extent possible, notify, and/or assist the juvenile probation department in locating, past employees or subcontractors when past employees or subcontractors are needed to appear and testify in accordance with this subsection. The Contractor is responsible for the cost associated with the requirements of this subsection.

LEAST RESTRICTIVE SETTING

The Contractor shall provide all services in a manner that safeguards the health, welfare and safety of the children in the least restrictive setting possible.

Item 26

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 / Marvin Brice, CPPB 854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Memorandum of Understanding Contract No. 4400001130 for The National Forum for Black Public Administrators to Provide Assistance with the PRIDE 2012 Conference.

- **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 National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments.

  On October 25, 2012 the NFBPA will host the PRIDE 2012 Conference. The conference is designed to explore and provide a series of workshops and forums for the development and enhancement of public administrators, showcase cutting-edge strategies from leading state and regional and professional speakers, innovative sessions on healthy living, wellness, leadership, education and team building. The Event will serve to further the development of local workforce and employment opportunities, constituting a public purpose.

  HHS & VS is requesting Travis County assist NFBPA with the PRIDE 2012 Conference in the total amount of $7,500.00, which will include: Printing of conference brochures and other conference-related materials. The amount for printing costs will not to exceed $2,500; and Sponsorship

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.

of 100 youth from Travis County's Summer Youth Employment Based Learning Program will not exceed $5,000.

The youth will participate in Public Administrators Day, which is specifically designed for youth participants.

- **Contract Expenditures:** Not Applicable
- **Contract-Related Information:**
  Award Amount: $7,500.00
  Contract Type: Memorandum of Understanding
  Contract Period: September 25, 2012 – October 27, 2012
- **Contract Modification Information:** Not Applicable
  Modification Amount:
  Modification Type:
  Modification Period:
- **Solicitation-Related Information:** Not Applicable
  Solicitations Sent: Responses Received:
  HUB Information: % HUB Subcontractor:
- **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.
☐ Award is not to the lowest bidder; interested parties have been notified.
☐ Comments:

- **Funding Information:**
  ☐ Shopping Cart/Funds Reservation in SAP:
  ☐ Funding Account(s):
  ☒ Comments: Cost center 1580010001, GL 512050, BA 4000000801

ID # 7157

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.

ID # 7157

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

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive for HHS&VS
(512) 854-4100
Fax (512) 279-1608

DATE: September 10, 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: Request for Assistance from the National Forum for Black Public Administrators

Proposed Motion:
Consider and Take Appropriate Action on Request for Assistance in the Form of Printing and Sponsorship of Youth to Attend Public Administrator's Day activities from the National Forum for Black Public Administrators.

Summary and Staff Recommendation:
The National Forum for Black Public Administrators (NFBPA) is a professional membership organization dedicated to the advancement of leadership in the public sector. Nationally, the membership is represented by managers and executives in virtually all disciplines among local, State and Federal governments. There are over 2,500 members representing more than 350 jurisdictions and 40 local chapters in 37 states. NFBPA is the premier association of Black public leadership. The organization provides support to local government managers in a multitude of disciplines, through intensive training, professional development programs, and a powerful network of public leadership. Locally, the Central Texas Chapter has over 180 members and provides the same support services as the national organization and serves as a resource for local public administrators.

On October 25, 2012, NFBPA will host PRIDE 2012 at the Omni Austin Hotel at Southpark in Austin, Texas. NFBPA has requested assistance from Travis County in the total amount of $7,500.00, which will include:

- Printing of conference brochures and other conference-related materials in the amount not to exceed $2,500.00; and
- Sponsorship of 100 youth from Travis County's Summer Youth Employment/Work-Based Learning Program to participate in Public Administrators Day that is specifically designed for youth participants at $5,000.00

Budgetary and Fiscal Impact:
If approved, funding for this request will be from Health and Human Services and Veterans Service budget line item 001-5830-601-6504 Training & Seminar in the amount of $2,500.00 to the Travis County Print Shop and $5,000.00 to the National Forum for Black Public Administrators to sponsor 100 youth at $50.00 per youth.

Issues and Opportunities:
This is an opportunity to increase the awareness of the role of public administration to the Travis County community and support the enrichment and education of youth in exploring careers in public administration.

Background:
The National Forum for Black Public Administrators was founded in 1983 and has operated continuously since that time and is a nationally recognized 501(c)3 organization. The Central Texas Chapter is one of over 40 chapters nationwide and serves over 180 members throughout the Austin and Travis County communities.

cc: Deborah Britton, Division Director, Community Services, TCHHS&VS
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Diana Ramirez, Senior Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Kathleen Haas, Finance Manager, TCHHS&VS

Memorandum of Understanding
Between Travis County and
The National Forum for Black Public Administrators Through
Central Texas Chapter of the National Forum for Black Public Administrators

This Memorandum of Understanding ("MOU") is entered into by and between Travis County ("County") and the National Forum for Black Public Administrators through the Central Texas Chapter of the National Forum for Black Public Administrators ("NFBPA").

RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOV'T. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services and other qualified services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

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1.0 GENERAL TERMS

1.1 MOU Term. This MOU will take effect September 25, 2012, upon execution by both Parties, and will continue through October 27, 2012 (MOU Term"), unless earlier terminated in compliance with the terms of this MOU. NFBPA agrees that no officer, agent, employee or representative of County has any authority to change the terms of this MOU unless expressly granted that authority by the Commissioners Court under a specific provision of this MOU or by separate action by the Commissioners Court.

1.2 NFBPA Purpose. NFBPA through its Central Texas Chapter is a coalition of committed public servants from a diverse range of organizations and agencies that include local and regional government, public commissions, private business, academic institutions, students and area non-profits. It's purpose includes strengthening the capacity of managers in a multitude of disciplines through focused, state-of-the-art training, in-depth professional development opportunities, mentoring and a powerful network of Black public leadership.

1.3 Event Purpose. The conference is designed to explore and provide a series of workshops and forums for the development and enhancement of public administrators, showcase cutting-edge strategies from leading state and regional and professional speakers, innovative sessions on healthy living, wellness, leadership, education and team building. The Event will serve to further the development of local workforce and employment opportunities, constituting a public purpose.

2.0 NFBPA PERFORMANCE. Pursuant to the terms of this MOU, it is agreed that NFBPA will, among other things:

2.1 **Regional Leadership Meeting**. Conduct a regional leadership meeting at the Omni Hotel at Southpark on October 25, 2012, addressing the topic of "Pride 2012: Commitment to Health, Education and Leadership" ("Event").

2.2 **Programs.** Provide real time opportunities for leaders in public sector organizations to learn and share regarding cutting edge initiatives and programs that will benefit their communities and encourage healthy living, wellness, leadership, education and team building.

2.3 **County Recognition.** Recognize County as a $ 7,500.00 level sponsor of the Event in the Event Program Book, Excellence in Education Luncheon booklet and on Event signage.

2.4 **County Benefits.** Provide County benefits in the form of:

2.4.1 County Recognition: County designation as a Gold Sponsor, with acknowledgement on marketing materials and pre-event promotional activities; recognition as a sponsor in the Event Program Book and on event signage.
2.4.2 Invitation to represent County at the head table or dais at County sponsored event(s).
2.4.3 Priority seating at meal functions.
2.4.4 Booth and exhibit space for exhibit with priority premium placement during the conference to at the conference to promote County programs and services.
2.4.5 Four Event registrations.
2.4.6 Two tickets to the NFBPA Central Texas concert event.
2.4.7 Name/logo on event promotional materials and pre- and post-conference recognition on local NFBPA Website.
2.4.8 Special event signage indicating sponsorship
2.4.9 Five tickets to the annual theme event.
2.4.10 One table of 10 to the Marks of Excellence Luncheon
2.4.11 Ten tickets to the NFBPA Central Texas CEO Roundtable Forum

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The above will be provided to County at no charge.

2.5 **County Ad.** Provide County with a full-page black and white ad in the Event Program Book (premium placement) and full-page black and white ad (premium placement) in the 2012 Educational Excellence Program Book.

2.6 **Tutorial Services**. Provide academic support and tutorial services to 100 participating students from the Work-Based Learning/Summer Youth Employment Program and Neighborhood Conference Committee Program as set forth in Section 3.0.

2.7 **Participant Event Experiences**. Provide experiences for the Participants to include the following:

A. Two concurrent workshops that serve to enhance skills and abilities related to health, wellness, and leadership skills, personal growth and success and ethics.

B. CEO Forum of leading experts in the fields of health and education.

C. Two general sessions that provide a forum for the exploration of solutions to critical challenges facing governments of all levels.

D. Participation in Health Fair that will provide health screenings and provide information about the disproportionate prevalence and impact of asthma, diabetes and heart disease among minorities.

E. Public Administration Day designed to provide 100 high school students with career exploration and site tours of a variety of City and County facilities and professions.

2.8 **W-9 Taxpayer Identification Form**. NFBPA shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. NFBPA understands that this W-9 Form must be provided to the County Purchasing Agent before any County Funds are payable. If there are any changes in the W-9 form during the term of this MOU, NFBPA will immediately provide the County Purchasing Agent with a new and correct W-9 form Failure to provide such form within the time required may result in delay of payment, suspension or termination of the MOU, or other action as deemed necessary by County.

3.0 COUNTY PERFORMANCE. Pursuant to the terms of this MOU, it is agreed that County will, among other things:

3.1 **Printing Services**. Provide in-kind services in the form of printing in an amount necessary to print the following with content provided by NFBPA:

3.1.1 Education Excellence Booklet based on the following specifications and in-kind contribution price quotes:

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A. Paper @ $.025 ea sheet X 4800	$120.00	
B. Clicks for printing @ $.07 ea X 9600	$672.00	
C. Labor @ $[illegible] per hr.	$100.00	
D. Overhead @ [illegible]% of labor	$ 20.00	
E. Bindery labor @ $[illegible].00 per hr.	$ 40.00	
F. Estimated In-Kind Total		**$952.00**

3.1.2 Conference Event Booklet based on the following specifications and in-kind contribution price quotes:

A. Cover @ $0.06 per sheet X 600	$ 36.00	
B. Paper @ $.025 per sheet X 3000	$ 75.00	
C. Clicks @ $.07 ea X 7200	$504.00	
D. Labor @ $20 per hr	$ 60.00	
E. Overhead @ 20% of labor	$ 12.00	
E. Bindery labor @ $20.00 per hr.	$ 40.00	
F. Estimated In-Kind Total		**$727.00**

3.1.3 Estimated In-Kind Total: **$1,679.00**

3.1.4 Total Costs. In no event shall printing costs exceed Two Thousand, Five Hundred Dollars ($ 2,500.00).

3.2 **Scholarships**. Provide scholarship funding in an amount not to exceed Five Thousand, Dollars ($5,000.00) to provide sponsorship for one hundred (100) youth ($50.00 per youth) for attendance at the Event. These youth participants will be selected by County from participants in the Travis County Summer Youth Employment Program. One hundred (100) youth ("Participants") will be provided a day of learning about Public Administration on Thursday, October 25, 2012, designated as "Public Administration Day." Students will also participate in the Health Fair with the appropriate written approval from authorized parent or guardian.

3.3 **Payment**. NFBPA will invoice County for an amount not to exceed Five Thousand Dollars ($5,000.00) using the invoice attached to this MOU as Exhibit 1. County will pay NFBPA within thirty (30) days of receipt of a complete and correct invoice (including documentation as required under Section 2.8), as determined by County.

4.0 NOTICE

4.1 **Requirements**. Except as otherwise specifically noted in this MOU, any notice required or permitted 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, or on the third day following mailing if placed in the United States Mail, postage prepaid, by registered or certified mail with return receipt requested, addressed to the Party at the address specified as follows:

4.2 **County Address**. The address of County for all purposes under this MOU shall be:

Sherri Fleming, Executive Manager, TCHHSVS
100 N. IH 35, Suite 3700
Austin, Texas 78701

With copies to (registered or certified mail not required):

Cyd Grimes, County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

and

Honorable David Escamilla, Travis County Attorney (or his successor in office)
P. O. Box 1748
Austin, Texas 78767
ATTN: Civil Transaction

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4.3 **NFBPA Address**. The address of NFBPA for all purposes under this MOU shall be:

Central Texas Chapter of the National Forum for Black Public Administrators
Anthony Snipes, Conference Chair
C/O City of Austin
Austin City Manager's Office
P. O. Box 1088
Austin, Texas 78767

And/or

National Forum for Black Public Administrators
777 North Capitol Street NE, Suite 807
Washington, DC 20002

5.0 GENERAL TERMS

5.1 Compliance. The Parties agree to comply with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies and certifications governing any activities undertaken during the performance of this MOU and governing the Parties' general conduct of business.

5.2 County Limitation. It is understood and agreed that, in no event shall any provision of this MOU or any agreement entered into under the terms of this MOU be interpreted to obligate the County beyond the funds approved by the Commissioners Court for this MOU for any County Fiscal Year/budget period.

5.3 Financial.

5.3.1 Financial Records. NFBPA must maintain records which adequately identify the source and application of funds provided for those services provided under this MOU. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to MOU funds.

5.3.2 Copies. Upon request by County, NFBPA shall provide a copy of its most recent report of the most recent financial audit and the auditor's opinion and management letters, or financial review, to County through TCHHSVS.

5.3.3 County Audit. County reserves the right to conduct an annual financial, compliance, and/or performance audit of the MOU. NFBPA agrees to permit County or its authorized representative, to audit NFBPA 's records and to obtain any documents, materials, or information necessary to facilitate such audit, and shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to this Section 5.2 that County may reasonably require of NFBPA.

5.4 Immunity or Defense. It is expressly understood and agreed by the Parties that, neither the execution of this MOU, nor any conduct of any representative of either Party relating to this MOU, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to that Party against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

5.5 Assignment. No party may assign any of the rights or duties created by this MOU without the prior written approval of the other Party. It is acknowledged by NFBPA that no officer, agent, employee or representative of County has any authority to assign any part of this MOU unless expressly granted that authority by the Commissioners Court.

5.6 Binding Agreement. This MOU shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this MOU.

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AGREED TO this _____ day of _____, 2011.

CENTRAL TEXAS CHAPTER OF THE NATIONAL FOROUM FOR BLACK PUBLIC ADMINISTRATORS

BY:_____
Printed Name: _____
Title: _____
Date:_____

TRAVIS COUNTY

BY:_____
Printed Name: Samuel T. Biscoe
Travis County Judge
Date:_____

EXHIBIT 1

INVOICE FORM

NATIONAL FORUM FOR BLACK PUBLIC ADMINISTRATORS **INVOICE**

777 North Capital Street, NE Suite 807
Washington, DC 20002

BILL TO
Travis County Health & Human Services Sherri Fleming, Executive Manager 100 N. IH 35 Austin, TX 78701

P.O. NO.	CHAPTER	CHAPTER CODE		ID	
DESCRIPTION		QTY	RATE	CLASS	AMOUNT
Supporter of the Public Administration Day with the City of Austin for Symposium 2012 to be held on October 25, 2012. County support will allow up to 100 of the County's Summer Youth Program participants to: 1) participate in a designated session; 2) Participate in a job shadowing experience at County and City offices throughout Austin; 3) Attend the Event Luncheon; and 4) Participate in Health screenings by Seton Family of Hospitals and the City of Austin, if approved in writing by parents.		100	$50.00	Other Contract	$5,000.00 $5,000.00
AMOUNT DUE					**$5,000.00**

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County will provide additional in-kind services in the form of printing as set forth in the MOU in an amount not to exceed $2,500, with a total cost to County not to exceed $7,500.00.

NFBPA is a membership organization exempt from taxation under the 5013(c) Code of the Internal Revenue Service. Contributions to NFBPA are deductible as charitable contributions for federal income tax purposes to the extent provided by law. For questions, call 202-408-9300 ext. 103 or email mdiagne@nfbpa.org.

The Parties understand and agree that the receipt of funds under this MOU is a purchase of service by County as set forth in this MOU, and not a contribution to NFBPA.

Item 27

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Consider and take appropriate action on the following for Stop Loss Insurance Coverage:

(A) Reject proposals received for RFP No. P120214-CW, Stop Loss Insurance.

(B) Approve twelve-month extension (Modification No. 1) to Contract No. 4400000211 (HTE Contract No. 12T00054EC), to Sun Life Assurance Company of Canada, for Stop Loss Insurance Coverage.

(C) Increase the Individual Stop Loss deductible from $225,000 to $250.000.

- **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. RFP No. P120214-CW was issued on July 9, 2012. A total of twenty-eight (28) vendors were solicited and six (6) proposals were received. The RFP gives HRMD the opportunity to evaluate coverage and receive updated market pricing for Individual Stop Loss Insurance. After careful consideration by the evaluation committee it is the recommendation of HRMD that all proposals be rejected. The primary reason, the best and final offers from all proposers were too high compared to the renewal amount provided by the incumbent. Proposers have been notified.

  B. This contract provides stop loss insurance coverage for Travis County. Sun Life has been the County's Stop Loss carrier for the health

plan since November 1, 2011. Travis County was able to negotiate a significant reduction from the original Sun Life renewal. These negotiations along with a proposed increase to the Individual Stop Loss deductible would represent a 6% reduction in stop loss rates for FY2013. The renewal rates shown in Attachment 1 reflect the negotiated rates. The Stop Loss rates will decrease by approximately 6% from $42.70 to $40.13 (-$2.57) PEPM (per employee per month) for all three plans.

C. The Individual Stop Loss deductible will increase by $25,000 from $225,000 to $250,000 for Fiscal Year 2013. The Stop Loss contract with Sun Life will change to a Paid Claims basis.

- **Contract Expenditures:** Within the last twelve (12) months approximately $2,569,174 has been spent against this requirement.

- **Contract Modification Information:**
  Modification Amount: Not Applicable
  Modification Type: Bilateral
  Modification Period: October 1, 2012 – September 30, 2013

- **Solicitation-Related Information:**

Solicitations Sent:	28	Responses Received:	6
HUB Information:	N/A	% HUB Subcontractor:	N/A

- **Funding Information:**
  ☒ Shopping Cart/Funds Reservation in SAP: Not Applicable
  ☐ Comments:

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

Backup Memorandum

DATE: August 27, 2012

TO: Members of the Commissioners Court

FROM: Diane Poirot- HRMD Director
John Rabb, Benefits Manager

Subject: Recommend Rejection of Proposals for RFP # P120213-CW Stop Loss Insurance

Proposed Motion

Rejection of Proposals for RFP # P120213-CW Stop Loss Insurance

Summary

September 2012, Travis County Human Resources Management Department (HRMD) and Purchasing worked together to create, document, and issue a RFP to find a company to issue Stop Loss Insurance Coverage for the Travis County Health Plan. The RFP gives HRMD the opportunity to evaluate coverage and receive updated market pricing for Individual Stop Loss Insurance.

Travis County received several bids for this solicitation, and after careful consideration by the evaluation committee it is our recommendation that all bids are rejected. The primary reason, the best and final offers from all proposers were too high compared to the renewal amount provided by the incumbent.

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

Backup Memorandum

DATE: September 13, 2012

TO: Members of the Commissioners Court

FROM: Leslie Browder, County Executive, Planning and Budget Office
Diane Poirot, Director, Human Resources Management Department
John Rabb, Benefits Manager
Cindy Purinton, Benefits Administrator (transition)
Shannon Steele, Benefits Administrator

Subject: **Sun Life Financial – Fiscal Year 2013 Stop Loss Insurance Rates**

Proposed Motion

A. Consider and take appropriate action to renew Sun Life as the Stop Loss carrier for the Travis County Employee Benefit Plan and to approve renewal rates as shown below for Fiscal Year 2013
B. Consider and take appropriate action to increase the Individual Stop Loss deductible from $225,000 to $250,000.

Summary

Sun Life has been the County's Stop Loss carrier for the health plan since November 1, 2011. Travis County was able to negotiate a significant reduction from the original Sun Life renewal. These negotiations along with a proposed increase to the Individual Stop Loss deductible would represent a 6% reduction in stop loss rates for FY2013. The renewal rates shown in Attachment 1 reflect the negotiated rates.

Staff Recommendation:

A. Staff recommends approval of Sun Life as the Stop Loss carrier and recommends approval of the Sun Life renewal rates in Fiscal Year 2013.
B. Staff recommends approval of the increase of the Individual Stop Loss deductible for Fiscal Year 2013.

The following bulleted items are the important points or changes for the plan renewal with Sun Life.

- The Stop Loss rates will **decrease** by approximately 6% from $42.70 to $40.13 (-$2.57) PEPM (per employee per month) for all three plans.

- The Individual Stop Loss deductible will increase by $25,000 from $225,000 to $250,000 for Fiscal Year 2013.
- The Stop Loss contract with Sun Life will change to a Paid Claims basis.

Budgetary and Fiscal Impact

The monthly fixed costs of the plan will **decrease** 6% due to negotiations and an increase in the Stop Loss deductible.

	Current Fiscal Year 2012	Fiscal Year 2013
Average Monthly Cost	$214,098	$201,221
Average Annual Cost	$2,569,174	$2,414,650
		-6%

Authorizations

X	Planning and Budget Office (854-9106)
X	Human Resources Management Department (854-9165)
X	Purchasing Office (854-9700)
X	County Attorney's Office (854-9415)
X	County Auditor's Office (854-9125)

		Page #
Attachment 1	Sun Life renewal quote sheet	3

ATTACHMENT 1

Renewal Proposal For
Travis County
Group Policy Number – 220525
SPECIFIC STOP LOSS - Effective October 1, 2012

Benefits Covered:	Medical & PDP	Medical & PDP	Medical & PDP
Current Plan		Renewal Alternatives	
Total Enrolled Employees	5,014	**Option 1**	**Option 2**
Specific Deductible	$225,000	$250,000	$275,000
Current Rates:			
Composite	$42.70		
Est. Current Annual Premium	$2,569,174		
Renewal Rates:			
Composite	$46.44	$40.13	$35.16
Est. Annual Renewal Premium	$2,794,238	$2,414,650	$2,115,781
Renewal Rate Action	9%	-6%	-18%
Please Select Renewal Option:	☐	☒	☐

MODIFICATION OF CONTRACT NUMBER: 12T00054EC, Stop Loss Insurance Coverage **PAGE 1 OF 2 PAGES**

(SAP # 4400000211)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**September 13, 2012**
ISSUED TO: 1000010262 Sun Life Assurance Company of Canada One Sun Life Executive Park Wellesley Hills, Massachusetts 02481	MODIFICATION NO.: **1**	EXECUTED DATE OF ORIGINAL CONTRACT: **October 25, 2011**

ORIGINAL CONTRACT TERM DATES: November 1, 2011 – October 1, 2012 CURRENT CONTRACT TERM DATES: October 1, 2012 - September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $__N/A_____ Current Modified Amount $_____N/A_____

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

This modification number one to the Agreement Collateral to Stop Loss Policy to be Issued to Travis County, Texas by Sun Life assurance Company of Canada, Wellesley Hills, Massachusetts is made by the following parties:
Sun Life assurance Company of Canada, ("Our", "Us", and "We" in this Amendment) and Travis County, Texas ("You" or "Your" in this Amendment").

RECITALS

You and We entered into a contract for stop loss coverage for a self funded health coverage for county employees, retirees, and their dependents that began October 1, 2011.

The Changes provision of the Agreement Collateral allows Us and You to amend the Agreement Collateral in writing signed by both Us and You.

AGREEMENT TO AMEND CONTRACT

You and We agree to amend the Agreement Collateral as follows:

1.0 EXERCISE OF OPTION

1.1 Pursuant to the Term and Extension of Policy Period provision of the Agreement Collateral, as amended herein, You exercise Your option to extend this policy period for an additional one year option period from October 1, 2012 through September 30, 2013.

2.0 MODIFICATION TO AGREEMENT COLLATERAL

2.1 Pursuant to the Changes provision of the Agreement Collateral**,** the Policy provision of the Agreement Collateral is deleted and the following is inserted in its place:

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

LEGAL BUSINESS NAME: _____ BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

Policy to be issued to Travis County, Texas, by Sun Life Assurance Company of Canada, Wellesley Hills, Massachusetts for the first year of this Agreement Collateral is based on the Sample Only Policy attached to this Collateral Agreement and the quotation for 17/11 Specific Stop Loss Coverage for the three Travis County healthcare plan options with a Specific Deductible of $225,000 with a three month terminal liability coverage attached to this Collateral Agreement and all other provisions indicated in this Collateral Agreement and its attachments.

Policy issued to Travis County, Texas, by Sun Life Assurance Company of Canada, Wellesley Hills, Massachusetts for the first year of this Agreement Collateral is amended for the first option period so that the Specific Stop Loss Coverage for the six Travis County healthcare plan options (three for employees and three for retirees) is on a Paid Claims Basis with an Unlimited Specific Lifetime Maximum with a Specific Deductible of $250,000 and all other provisions indicated in this Collateral Agreement and its attachments.

3.0 MODIFICATION TO POLICY

3.1 Pursuant to the Changes provision of the Agreement Collateral**,** the following Schedule of Benefits, Specific Benefit is added to the Policy for the first option period:

Schedule of Benefits
Specific Benefit

Original Specific Benefit Effective Date	November 1, 2011
Benefit Specifications	
Policy Year	October 1, 2012 through September 30, 2013
Reimbursement Percentage	100% of Eligible Expenses
Covered Benefits	Medical, including Prescription Drugs
Specific Benefit Deductible	$250,000.00
Specific Benefit Lifetime Maximum Eligible Expenses	Unlimited
Specific Benefit Claims Basis	29/12 (6 Month Run-in) Eligible Expenses include only those expenses Incurred after November 1, 2011 during a Policy Year, or within 6 months prior to the first Policy year and Paid during a Policy Year
Covered Units Retirees	Single Employee, Employee and Family Covered
Specific Benefit Premium Rate	$40.13 per Single Employee, Employee and Family per month
Premium Due Date	The Policy Effective Date and the first day of each succeeding month

4.0 INCORPORATION OF CONTRACT

4.1 You and we hereby incorporate this amendment into the Agreement Collateral as amended by this Modification One. You and we hereby ratify all of the terms and conditions of the Agreement as amended.

5.0 EFFECTIVE DATE

5.1 The changes stated in this amendment are effective October 1, 2012.

Item 28

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve twelve-month extension (Modification No. 4) to Contract No. 4400000168 (HTE Contract No. 11T00204OJ), Falcon Insurance Agency, Inc., for aviation insurance coverage.

- **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 aviation insurance coverage for the Travis County Emergency Services helicopters.

  This Modification No. 4 will extend the contract for an additional twelve (12) months, from October 1, 2012 through September 30, 2013.

  Modification No. 3 was previously issued to amend the quarterly reporting of claims for Loss Reports by the carrier to annual reporting and upon request. StarFlight has such an extremely low volume of claims that quarterly reporting by the carrier is unnecessary. Annual reporting is more than sufficient for the volume of claims incurred by StarFlight.

  Modification No. 2 was previously issued to make an administrative change to correct the model number of one of the scheduled aircraft. It was approved by the Purchasing Agent on December 7, 2011.

  Modification No. 1 was previously issued to correct the amount of personal injury liability from Chartis Aerospace Insurance Services, Inc. ("Chartis"). This amount was listed as $50,000,000 in the original contract. However, due to treaty restrictions, Chartis is not permitted to provide coverage greater than $25,000,000. This level of coverage is acceptable to the County.

- **Contract Expenditures:** Within the last twelve (12) months, $208,116 has been spent against this contract.

- **Contract Modification Information:**
  Modification Amount: $218,520.00
  Modification Type: Bilateral
  Modification Period: October 1, 2012 – September 30, 2013

- **Funding Information:**
  ☒ Shopping Cart/Funds Reservation in SAP: 300000168
  ☐ Comments:

MODIFICATION OF CONTRACT NUMBER: 11T00204OJ, Aviation Insurance Coverage **PAGE 1 OF 2 PAGES**
(SAP # 4400000168)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: **August 17, 2012**
ISSUED TO: 1000001396 Falcon Insurance Agency, Inc. Attn.: Donn Gauger Vice President and Account Executive 5316 Highway 290 W., Suite 440 Austin, Texas 78735	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: **September 27, 2011**

ORIGINAL CONTRACT TERM DATES: **October 1, 2011 – September 30, 2012** CURRENT CONTRACT TERM DATES: **October 1, 2012 – September 30, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $208,116 Current Modified Amount $218,520

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

RECITALS

On September 27, 2011 as a result of RFP # R110204-OJ, Commissioners Court of County entered into a contract with Contractor for aviation insurance for the two 2005 EuroCopter EC-145, 6 seats and one 2009 EuroCopter EC-145, 6 seats.

The contract provides for redetermination of premium payable for an option period in 2.2. In compliance with this section, the Contractor provided notice of the change at least 120 days before the contract ends on September 30, 2011; the increase requested is 5% which does not exceed 25% of the premium for the current contract term and that is determined by Chartis' cost of reinsurance; the insurance market conditions; the loss ratio of Travis County EMS; and Chartis' Underwriting loss ratio for this class of business.

AGREEMENT

The parties agree to change the terms and conditions stated in this contract as follows:

1.0 EXERCISE OF OPTION

1.01 County exercises its first option under the contract between Travis County and Falcon Insurance Agency, Inc. for Aviation Insurance Coverage commencing October 1, 2012, with the redetermination of premium shown in 2.0 of this amendment.

2.0 TOTAL PREMIUMS PAYABLE

2.1 Paragraph 2.1 is deleted and the following 2.1 is added in its place:

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: Falcon Insurance Agency, Inc. BY: _____ SIGNATURE BY: Donn Gauger PRINT NAME TITLE: Vice President/Account Executive ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION ☐ OTHER DATE: August 20, 2012
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.1 The annual premium for each of the aircraft shall be as follows for each of the aircraft:

2.1.1 For the initial contract term from October 1, 2011 to September 30, 2012:

Two 2005 EuroCopter EC-145, 6 seats and one 2009 EuroCopter EC-145. 6 seats:

$ 7,300,000	Insured Hull Value	$62,050. each
$50,000,000	CSL Liability	4,238. each
Hull War Risk		2,613. each
War Risk Liability		471. each

$25,000 each person and each occurrence Medical Payments, including crew
Miscellaneous Expansion Coverages –as listed in Attachment A
including Bambi Bucket use and rescue hoist

2.1.2 For the first option period term from October 1, 2012 to September 30, 2013 term and all subsequent option terms for each of the aircraft unless redetermined in compliance with 2.2 for the subsequent option terms:

Two 2005 EuroCopter EC-145, 6 seats and one 2009 EuroCopter EC-145, 6 seats:

$ 7,300,000	Insured Hull Value	$66,347. each
$50,000,000	CSL Liability	6,493. each

Included in these coverages are:

Hull War Risk
War Risk Liability
$25,000 each person and each occurrenceMedical Payments, including crew
Miscellaneous Expansion Coverages –as listed in Attachment A
including Bambi Bucket use and rescue hoist

3.0 INCORPORATION OF CONTRACT

County and Contractor hereby incorporate the Contract into this amendment. Except for the changes made in Modifications1, 2, and 3, County and Contractor hereby ratify all of the terms and conditions of the Contract.

4.0 EFFECTIVE DATE

This amendment is effective on the date on which it is approved by the Travis County Commissioners Court.

POLICYHOLDER DISCLOSURE
NOTICE OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, that you have a right to purchase insurance coverage for losses resulting from acts of terrorism, *as defined in Section 102(1) of the Act*: The term "act of terrorism" means any act that is certified by the Secretary of the Treasury-in concurrence with the Secretary of State, and the Attorney General of the United States-to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A $100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS $100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED $100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Acceptance or Rejection of Terrorism Insurance Coverage

Type of Policy	Additional Premium	Accept	Reject
Aircraft Liability	$ 3156		
Aircraft Physical Damage	$ 13140		
Comprehensive General Liability	$		
Manufacturing Products/Completed Operations/Grounding Liability	$		
Other	$		

Policyholder/Applicant's Signature

Date

Policyholder/Applicant's Printed Name

Travis County, it's elective and appointive officials while acting within the scope of thir duties for Travis County, related to t

Renewal of Policy

Name Insured / Policy Number(s)

UE1068 (3/08)

© 2007 National Association of Insurance Comissioners

Updated 9/20/12, 4:00 p.m.

Human Resources Management Department

700 Lavaca St. 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

Memorandum

May 31, 2012

To: Cyd Grimes, County Purchasing Agent

From: Dan Mansour, Risk & Benefits Manager, HRMD
William Paterson, Risk/Safety Specialist Sr.

Re: Aviation Insurance Renewal Review

After a review of the renewal proposal from Falcon Insurance Agency, Inc. it is the recommendation of Risk Management that we exercise the renewal option as provided for in the contract. Risk Management does not recommend the purchasing of the Terrorism coverage.

The commodity code is # 962, the sub-commodity code is # 004, and the premium due for the renewal period is $ 218,520 and will be paid from line item # 525-114-0522-4408.

If you have any questions please call me at 854-9650. Thank you.

CC: Leslie Browder, County Executive Planning and Budget
Diane Poirot, Director, HRMD
C.W Bruner/Purchasing

Item 29

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve twelve-month extension (Modification No. 2) to Contract No. 4400001092 (HTE Contract No. 10T00123OJ), Union Security Insurance Company, for dental 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.

  This contract provides DHMO, MAC and PPO dental service plans for Travis County employees. There are no County funds expended on this contract. Funds are 100% paid by the employees.

  This Modification No. 2 will extend the contract for an additional twelve (12) months, from October 1, 2012 through September 30, 2013.

  Modification No. 1 was previously issued to extend the contract for twelve additional months from October 1, 2011 through September 30, 2012.

- **Contract Expenditures:** Within the last twelve months, $0.00 has been spent against this contract.

- **Contract Modification Information:**
  Modification Amount: Not Applicable
  Modification Type: Bilateral
  Modification Period: October 1, 2012 – September 30, 2013

- **Funding Information:**
  ☐ Shopping Cart/Funds Reservation in SAP:
  ☒ Comments: 100% paid by Travis County employees.

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: 10T00123OJ, Dental Services **PAGE 1 OF 2 PAGES**

(SAP # 4400001092)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**August 14, 2012**
ISSUED TO: Union Security Insurance Company United Dental Care of Texas, Inc. 3595 Grandview Parkway, Suite 650 Birmingham, Alabama 35243	MODIFICATION NO.: **2**	EXECUTED DATE OF ORIGINAL CONTRACT: **July 20, 2010**

ORIGINAL CONTRACT TERM DATES: October 1, 2010 - September 30, 2011 CURRENT CONTRACT TERM DATES: October 1, 2012 - September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $ N/A Current Modified Amount $ N/A

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

Contractor and County entered into a contract to allow county employees, retirees, and their dependents to purchase group dental benefits. In 2010, County issued an RFP P100123-OJ and Company submitted the best negotiated response which resulted in a contract for a one year term that began October 1, 2010, ("Agreement") and the option to extend the Agreement for four (4) additional one year periods.

Agreement to Amend Agreement

Company and County agree to amend the Agreement as follows:

1.0 EXERCISE OF OPTION

1.01 Pursuant to 2.02, 9.0, 10.0 and 11.0 of the Agreement, Travis County exercises its second option to extend this Agreement from October 1, 2012 through September 30, 2013 and to provide the United Dental Care of Texas, Inc Dental Health Maintenance Organization Plan (DHMO) with no waiting period; (ii) the Union Security Insurance Company Freedom Preferred Dental Solutions including the Lifetime of Smiles Program and a waiver of the preventive maximum with a maximum benefit of $1,000 for lifetime orthodontia and $1,500 annually for other dental services ("MAC Plan"), and (iii) the Union Security Insurance Company, Freedom Preferred Dental Solutions including the Lifetime of Smiles Program and a waiver of the preventive maximum with a maximum benefit of $1,000 for lifetime orthodontia and $2,000 annually for other dental services ("PPO Plan").

Note to Vendor:
[X] Complete and 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: Union Security Insurance Co. & United Dental Care of Texas BY: Dianna D. Duvall SIGNATURE BY: Dianna D. Duvall PRINT NAME TITLE: Sr Vice President ITS DULY AUTHORIZED AGENT	☐ DBA ☒ CORPORATION ☐ OTHER DATE: 9-11-2012
TRAVIS COUNTY, TEXAS BY: CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 RATE CHANGES

2.01 Pursuant to 2.02 and 9.0, the monthly rates applicable to the DHMO Plan for the second option period of the Agreement are as follows:

TIER OF COVERAGE	SECOND OPTION—FY 2013
Employee only	$11.70
Employee +1 adult	$18.70
Employee +1 child	$18.70
Employee +2 or more children	$25.08
Employee +1 adult + 1 child	$25.08
Employee +family	$29.34

2.02 Pursuant to 2.02 and 10.0, the monthly rates applicable to the MAC Plan for the second option period of the Agreement are as follows:

TIER OF COVERAGE	SECOND OPTION—FY 2013
Employee only	$20.61
Employee +1 adult	$39.21
Employee +1 child	$39.21
Employee +2 or more children	$64.58
Employee +1 adult + 1 child	$64.58
Employee +family	$83.18

2.02 Pursuant to 2.02 and 11.0, the monthly rates applicable to the PPO Plan for the first second period of the Agreement are as follows:

TIER OF COVERAGE	SECOND OPTION—FY 2013
Employee only	$33.16
Employee +1 adult	$66.32
Employee +1 child	$66.32
Employee +2 or more children	$103.73
Employee +1 adult + 1 child	$103.73
Employee +family	$136.89

3.0 INCORPORATION OF CONTRACT

3.01 Contractor and County hereby incorporate this amendment into the Agreement. Contractor and County hereby ratify all of the terms and condition of the Agreement as amended in Modification 2.

4.0 EFFECTIVE DATE

4.01 The changes stated in this amendment are effective on October 1, 2012.

Updated 9/20/12, 4:00 p.m.

Human Resources Management

1010 Lavaca Street, Suite 200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-3128

May 31, 2012

To: C.W. Bruner, CTP, Purchasing Agent Asst.III

From: Cindy Purinton, Benefit Administrator CP
John Rabb- Benefit Manager JR

Subject: Assurant Dental 10T00123OJ

Vendor services related to the above contract have been performed as per the in force contract, and the County will exercise the renewal contract option available for FY2013 on all three dental plans.

There is a 4% increase to the PPO and MAC plan rates. The DHMO Plan has no increase in rates. There is no County funding involved, dental is 100% employee paid

This contract is funded from line item 898-0000-205-2410

If you have any questions please contact Cindy Purinton or John Rabb, at 854-9165.

Cc: Diane Blankenship, Director, HRMD

Updated 9/20/12, 4:00 p.m.

TRAVIS COUNTY FY 2013 DENTAL PLAN OPTIONS - EFFECTIVE OCTOBER 1, 2012

COST PER MONTH	Assurant Employee Benefits DHMO 189	Assurant Employee Benefits Preferred-MAC Plan	Assurant Employee Benefits Freedom Preferred-PPO Plan (High Option)
Employee Only	$11.70	$20.61	$33.16
Employee + 1 Adult	$18.70	$39.21	$66.32
Employee + 1 Child	$18.70	$39.21	$66.32
Employee + 2 or more children	$25.08	$64.58	$103.73
Employee + 1 Adult + 1 Child	$25.08	$64.58	$103.73
Employee + Family	$29.34	$83.18	$136.89

Dental coverage is optional, and 100% employee, paid with no County Contributions

PLAN COMPARISONS

TYPE OF SERVICE	Assurant Employee Benefits DHMO 189	Assurant Employee Benefits Preferred-MAC Plan	Assurant Employee Benefits Freedom Preferred-PPO Plan (High Option)
	Provider based on fee schedule	**Provider fees are subject to Maximum Allowable Charge**	**Provider based on Usual & Customary Rates**
Calendar Year Deductible per person	$0	$50	$50
Calendar Year Deductible per family	$0	$150	$150
Calendar Year Maximum	No Maximum	$1,500	$2,000
Preventative Services Routine oral exams, routine cleanings, fluoride treatment (frequency limitations may apply)	**100% no co-pay** x-rays are preventative (frequency limitations apply)	**100% no deductible** Bitewing x-rays Benefits paid for Type I Preventative Services will not be applied to the Calendar yearly Maximum	**100% no deductible** Bitewing x-rays Benefits paid for Type I Preventative Services will not be applied to the Calendar yearly Maximum
Restorative Services (Type II Basic) Fillings, all other x-rays, simple extractions	Various co-pay amounts based on what service is performed	**80% after deductible**	**80% after deductible**
Major Services Crowns, bridgework, dentures, oral surgery, extractions, endodontics (root canals, etc.), periodontics (treatment of gums), implants	Various co-pay amounts based on what service is performed **Implants are not covered on DHMO**	**50% after deductible**	**50% after deductible**
Orthodontic Services (braces)	**Employee co-pay amounts $300 Bracketing, $2,000 child, $2,200 adult**	**50% $0 deductible**	**50% $0 deductible**
Orthodontic Maximum	**No Maximum**	**$1,000**	**$1,000**

Assurant Employee Benefits is the brand name for dental insurance underwritten by Union Security Insurance Company and DHMO dental provided by United Dental Care of Texas, Inc.
Plans contain limitations, exclusions, and restrictions.
This document provides only a brief summary of the dental plans. For complete details, please refer to the dental plan documents that are provided to the Travis County employees and retirees during open enrollment. For additional information or questions please contact Assurant Employee Benefits.

Assurant Employee Benefits DHMO 189	Assurant Employee Benefits Preferred-MAC Plan	Assurant Employee Benefits Freedom Preferred-PPO Plan (High Option)
DHMO- You must select a plan Dentist to receive services. Except for certain specialty dental services, all services must be performed by this selected plan dentist. When you enroll for benefits, treatments you receive from your selected plan Dentist will be provided at reduced fees called co-payments.	MAC-Plan allows employee to have access to the DHA® PPO providers and take advantage of their fee discounts. Dentists participating in the DHA® networks have agreed to discount their usual fees. DHA® dentists will not balance bill patients the difference between what they usually charge and the agreed upon discount.	An Access plan allows employees to have access to Dental Health Alliance®, L.L.C. (DHA®) providers and take advantage of their fee discounts. Dentists participating in the DHA® networks have agreed to discount their usual fees by up to 20% for employees and their dependents.
	Treatment is available from dentists who do not participate in DHA®, but their fees are subject to a Maximum Allowable Charge (MAC). A MAC is the most we will pay per procedure to non-participating dentists. In addition to any deductible and coinsurance amounts, the patient is also responsible for fees in excess of the MAC.	Benefits are paid at the negotiated fee level for in network providers. Benefits for services from out-of-network providers will be paid at the 90th percentile of the amount charged by the majority of dentists in the area.
	The allowable amount for non-participating dentists is based on 45% off the 80th percentile of usual and customary. This means that at least 8 out of 10 charges in a given geographical area are at or below what is considered usual and customary.	

2323 Grand Boulevard
Kansas City, MO 64108-2670
www.assurant.com

May 23, 2012

Ms. Cindy Purinton
Travis County
PO Box 1748
Austin, TX 78767

Re: Travis County
Policy/Plan: 5451628
Plan Type: Dental
Anniversary Date: 10/01/2012
Rate Effective Date: 10/01/2012
Enrollment Period: 07/15/2012 - 08/15/2012

Dear Ms. Purinton,

Thank you for your business and for choosing Assurant Employee Benefits. We are committed to helping you realize the best value for your benefit dollars. In some studies, researchers have observed that people with gum disease (when compared to people without gum disease) were more likely to develop heart disease or have difficulty controlling blood sugar according to the National Institute of Dental and Craniofacial Research website January, 2010. Preventive dental health today may be the key to healthcare cost savings tomorrow.

Although recognizing the value of dental benefits is an important first step, choosing a dental plan is equally important. All dental plans, products and services are not the same. Assurant Employee Benefits is a leader in dental benefits and was honored in 2008 by Celent as a Model Carrier for the establishment of our online claims management system that enables us to better serve claimants.

A thorough review of your plan(s) has been completed. For your convenience, the table(s) below shows the monthly rate or fee changes effective October 1, 2012.

Plan(s)	Current	Renewal
High Dental		
Freedom - Preferred Plan		
Access		
Employee	$31.88	$33.16
Employee + Spouse	$63.76	$66.32
Employee + One child	$63.76	$66.32
Employee + Two or more children	$99.74	$103.73
Employee + One adult + One child	$99.74	$103.73
Employee + One adult + Two or more children	$131.62	$136.89
Vision (VSP) Employee	Included	Included

Assurant Employee Benefits is the brand name used for insurance products underwritten and issued by Union Security Insurance Company. Assurant Employee Benefits is the brand name used for prepaid dental products administered by Union Security Insurance Company and provided by United Dental Care of Texas, Inc.

The rate change shown above to your High Dental plan reflects the projected dental industry cost inflation for the coming year. This projection includes an increase in service fees, changes in benefit utilization, and advances in technology. The factors used in our calculations are comparable with factors used by other insurers.

Plan(s)	Current	Renewal
Low Dental Freedom - Preferred Plan Access MAC		
Employee	$19.82	$20.61
Employee + Spouse	$37.70	$39.21
Employee + One child	$37.67	$39.21
Employee + Two or more children	$62.10	$64.58
Employee + One adult + One child	$62.10	$64.58
Employee + One adult + Two or more children	$79.98	$83.18
Vision (VSP) Employee	Included	Included

The rate change shown above to your Low Dental plan reflects the projected dental industry cost inflation for the coming year. This projection includes an increase in service fees, changes in benefit utilization, and advances in technology. The factors used in our calculations are comparable with factors used by other insurers.

Plan(s)	Current	Renewal
DHMO/Prepaid Dental TX DHMO Dental Plan 189 (High) Ortho		
Employee	$11.70	$11.70
Employee + Spouse	$18.70	$18.70
Employee + One child	$18.70	$18.70
Employee + Two or more children	$25.08	$25.08
Employee + One adult + One child	$25.08	$25.08
Employee + One adult + Two or more children	$29.34	$29.34
Vision (VSP) Employee	Included	Included

We are pleased to remind you that the current fee(s) for your Texas DHMO Dental plan are guaranteed until October 1, 2013. The fee(s) will be guaranteed unless an amendment to the plan changes our liability prior to that date.

Should you have any questions regarding your renewal, please contact the account management team in the sales office at or e-mail . This team is dedicated to servicing your account and employee benefit needs.

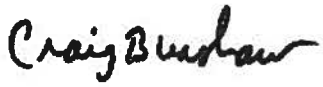
They will be happy to assist you with ...

- Recommending plan options for you and your employees.
- Your annual enrollment meeting.
- Streamlining your administration with our online tools.
- Adding additional employee benefits.

Assurant Employee Benefits offers the strength and stability you can count on. We are part of Assurant, Inc., a Fortune 500 company. We specialize in small to mid-sized businesses, offering both employer and employee-paid plans. We offer disability, life, dental and vision plans tailored to meet your needs.

Again, thank you for your business.

Sincerely,



Craig Bunshaw
Renewal Underwriter
Assurant Employee Benefits
816.474.2607
Craig.Bunshaw@Assurant.com

Financial Ratings

Union Security Insurance Company

A.M. Best
A- (Excellent)

Moody's
A3 (Good)

Standard & Poor's
A- (Strong)

11/18/2010

cc: Group Sales Office

ASSURANT
Employee
Benefits

2323 Grand Boulevard
Kansas City, MO 64108-2670

Thank you for choosing Assurant Employee Benefits. We know insurance has historically been a paper-intensive industry. We're trying to change that. In an effort to be more mindful of our environmental impact and eliminate unnecessary paper from your mailbox, renewal packets will now only be supplied when re-enrollment meetings are conducted. Should you still require renewal packets, you may request them by contacting the sales office at or e-mail .

Ms. Cindy Purinton
Travis County
PO Box 1748
Austin, TX 78767

Policyholder Mailer

Item 30

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve twelve-month extension (Modification No. 4) to Contract No. 4400000044 (HTE Contract No. 09T00207OJ), WageWorks, Inc., for Administration of the Flexible Spending Plan.

- **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 for the Administration of the Flexible Spending Account for Travis County and its eligible employees who enroll for these services. The Commissioners Court approved the contract on September 8, 2009.

  This Modification No. 4 will extend the contract for an additional twelve (12) months, from October 1, 2012 through September 30, 2013.

  Modification No. 3 was previously issued to extend the contract period for an additional twelve months, through September 30, 2012.

  Modification No. 2 was previously issued to provide for an assignment of contract to WageWorks, Inc. from Fringe Benefits Management Company.

  Modification No. 1 was previously issued to extend the contract period for twelve months, through September 30, 2011.

- **Contract Expenditures:** Within the last twelve months, $47,579.91 has been spent against this contract.

- **Contract Modification Information:**
  Modification Amount: N/A

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

Modification Type: Bilateral
Modification Period: October 1, 2012 – September 30, 2013

- **Funding Information:**
  - ☒ Shopping Cart/Funds Reservation in SAP: Not Applicable
  - ☐ Comments:

MODIFICATION OF CONTRACT: 09T00207OJ, Administration of the Flexible Spending Plan PAGE 1 OF 2 PAGES

(SAP # 4400000044)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**August 13, 2012**
ISSUED TO: 1000009394 Wageworks, Inc. Attn: Barbara L. Gonzales, CEBS 1100 Park Place, 4th Floor San Mateo, California 94403	MODIFICATION NO.: **4**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 8, 2009**

ORIGINAL CONTRACT TERM DATES: **October 1, 2009 – September 30, 2010** CURRENT CONTRACT TERM DATES: **October 1, 2012 – September 30, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $__N/A_____ Current Modified Amount $_____N/A_____

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

This amendment number four to Wageworks, Inc. ("Wageworks") Services Agreement ("Agreement") is made by the following parties:

Wageworks, Inc. ("Wageworks") and Travis County, Texas ("County").

RECITALS

County and Wageworks entered into a contract for administrative services for County's Flexible Spending Plan for county employees and their dependents that began October 1, 2009.

Section 11 of the Agreement with Wageworks allows County and Wageworks to amend this agreement if the amendment is in writing and signed by both parties.

Section 2.02 of the Agreement with Wageworks grants County the option to extend this agreement for three additional one year periods, with all terms and conditions remaining unchanged except the Agreement Period and rate changes in compliance with Section 7.02.

AGREEMENT

1.0 EXERCISE OF OPTION

1.1 Pursuant to Section 2.02 Term of Agreement of the Agreement, as amended herein, County exercises its second option to extend this Agreement for the one year period from October 1, 2012 through September 30, 2013.

Note to Vendor:

[XX] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 RATES FOR THIRD OPTION PERIOD

2.1 Pursuant to Section 7.01 and 7.03 Rates for Administration FSA, HRA and QTB of the Agreement, the rates applicable for this option period from October 1, 2012 to October 1, 2013 are as follows:

FSA only	$4.03 per participant per month
QTB only	$4.03 per participant per month
FSA and HRA (dual administration)	$4.03 per participant per month
FSA, HRA and QTB (triple administration)	$7.82 per participant per month
FSA, and QTB (dual administration)	$7.82 per participant per month
HRA and QTB (dual administration)	$7.82 per participant per month

3.0 INCORPORATION OF CONTRACT

3.1 County and Wageworks hereby incorporate this amendment into the Wageworks, Inc. Services Agreement, County and Wageworks hereby ratify all of the terms and conditions of the Agreement as amended.

4.0 EFFECTIVE DATE

4.1 The changes in this amendment are effective October 1, 2012.

Updated 9/20/12, 4:00 p.m.

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

June 25, 2012

TO: C.W. Bruner, Purchasing Agent Assistant

FROM: Cindy Purinton, Benefit Administrator
John Rabb, Benefit Manager

SUBJECT: Contract # 09T00207OJ
Flexible Spending Account- FBMC
Qualified Transportation Benefit- FBMC

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period. You received the renewal information under separate cover. There will be a 2% increase in fee schedule after negotiation.

This contract is funded from line item 001-1140-522-4701

If you have any questions, please contact Cindy Purinton at 854-9626

Updated 9/20/12, 4:00 p.m.

Fringe Benefits Management Company
A Division of WageWorks

3101 Sessions Road
Tallahassee, FL 32303

PHONE: 850-425-6200
TOLL-FREE: 800-847-8286
FAX: 850-425-6220

www.myFBMC.com

Travis County Purchasing Office
ATTN: C.W. Bruner
314 W. 11th, Room 400
Austin, TX 78701

RE: Contract 09T00207OJ, Administration Of the Flexible Spending Plan UPDATED 6/1/2012

Dear Sir:

In accordance with renewal terms as outlined in paragraph 2.02 of the above contract, we hereby request an extension in this contract for the Plan Year October 1, 2012, through September 30, 2013. A small increase in the fees is permitted, due to the CPI increase, paragraph 7.02.

Accordingly, we request a 2% increase in our fee schedule.

There are two price levels:
$3.95 which applies to FSA only, QTB only, or FSA and HRA combined
$7.67 which applies to FSA and QTB, HRA and QTB, or all three – FSA, HRA, QTB

The requested values for these levels during the 10/1/2012 – 9/30/2013 period are as follows:
$3.95 x .0249 = $0.079, rounded to $0.08 This will give a new value of $4.03 for that price level.
$7.67 x .0249 = $0.1534, rounded to $0.15. This will give a new value of $7.82 for the second price level.

Since our administrative services began, participation has increased substantially. The number of medical spending accounts has increased from 600 to 1,052, and the number of dependent care accounts has had a similar increase.
Travis County is a valued client, and we look forward to serving you in the future. If you have any questions, please contact me at 800.872.0345, ext. 2598.

Yours truly,

Gordon B. Sherard, Jr., CFCI, CFP®
Senior Account Manager, Client Services
Direct: 800.425.6200 x2598 | **Mobile:** 850.688.3122 | **Fax:** 850.425.6220
Email: gordon.sherard@wageworks.com

Fringe Benefits Management Company
A Division of WageWorks

Item 31

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve twelve-month extension (Modification No. 11) to Contract No. 4400000007 (HTE Contract No. 02T00038OJ), UNUM Life Insurance Company, for Basic Life and Accidental Death and Dismemberment insurance.

- **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 the Basic Life and Accidental Death and Dismemberment (AD&D) to Travis County employees. The basic term life insurance and AD&D is paid for by the County. The amount of the basic term life insurance is $50,000, which was approved by the Commissioners Court on May 8, 2007.

  This Modification No. 11 will extend the contract for an additional twelve (12) months, from October 1, 2012 through September 30, 2013. The monthly rates for active employees are: $0.14 per $1,000 of coverage for basic term life and $0.025 per $1,000 of coverage for AD&D.

  Modification No. 10 was previously issued to extend the contract period through September 30, 2012. The contract extension is permitted pursuant to Paragraph 2.01 of the contract, entitled "Term of Agreement." The monthly rates for active employees are: $.14 per $1,000 of coverage for basic term life, and $.025 per $1,000 of coverage for AD&D.

  Modification No. 9 was previously issued to extend the contract period through September 30, 2011. The monthly rates for active employees were: $.12 per $1,000 of coverage for basic term life, and $.025 per $1,000 of coverage for AD&D.

Modification No. 8 amended the contract to provide a new one-year term, through September 30, 2010, and the option to extend the contract for six additional one-year periods.

Modification No. 7 extended the contract for an additional twelve months, through September 30, 2009.

Modification No. 6 extended the contract for an additional twelve months, through September 30, 2008.

Modification No. 5 extended the contract for an additional twelve months, through September 30, 2007

Modification No. 4 extended the contract for an additional twelve months, through September 30, 2006.

Modification No. 3 extended the contract for an additional twelve months, through September 30, 2005.

Modification No. 2 extended the contract for an additional twelve months, through September 30, 2004.

Modification No. 1 extended the contract for an additional twelve months, through September 30, 2003.

- **Contract Expenditures:** Within the last twelve months, $440,363.75 has been spent against this contract.

- **Contract Modification Information:**
  Modification Amount: Not applicable
  Modification Type: Bilateral
  Modification Period: October 1, 2012 - September 30, 2013

- **Funding Information:**
  ☒ Shopping Cart/Funds Reservation in SAP: Not Applicable
  ☐ Comments:

MODIFICATION OF CONTRACT NUMBER: 02T00038OJ, Basic LIFE and AD&D **PAGE 1 OF 2 PAGES**

(SAP # 4400000007)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**August 14, 2012**
ISSUED TO: 1000002897 UNUM LIFE INSURANCE COMPANY OF AMERICA 2211 CONGRESS ST., M-382 PORTLAND, MAINE 04122	MODIFICATION NO.: **11**	EXECUTED DATE OF ORIGINAL CONTRACT: **November 6, 2001**

ORIGINAL CONTRACT TERM DATES: October 1, 2001-September 30, 2002 CURRENT CONTRACT TERM DATES: October 1, 2012 – September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $__N/A_____ Current Modified Amount $_____N/A_____

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

This Modification No. 11 is made by the following parties: UNUM Life Insurance Company of America, a Maine corporation ("Company") and Travis County, Texas ("County").

RECITALS:

County and Company entered into a contract to provide basic life and accidental death & dismemberment coverage to employees began October 1, 2001 and ended September 30, 2005 ("Initial Contract").

County issued RFP P050091-OJ in 2005 and Company submitted the best negotiated response. This response was the basis of the First Novation of the Initial Contract in Modification 4. The First Novation extended the Initial Contract for a one-year term and granted County novation options to extend the Initial Contract for three additional one-year periods, all of which were exercised by County.

County issued RFP P090315-OJ in 2009 and Company submitted the best negotiated response. This response is the basis of this Second Novation of the Initial Contract. The Second Novation extends the Initial Contract for another one-year term and grants County six additional renewal options to extend the Second Novation for six additional one-year periods. During these six renewal options, all terms and conditions remain unchanged except for the term of the Agreement and the rates which are stated in this Modification No. 11.

AGREEMENT TO AMEND CONTRACT

1.0 CHANGE IN TERM

1.01 Pursuant to section 2.012, County exercises its third of six options to extend the Second Novation from October 1, 2012 through September 30, 2013.

Note to Vendor:

[X] Complete and sign your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 RATES FOR FIRST OPTION OF SECOND NOVATION

The monthly rates applicable to Basic Life and AD&D coverage for active employees for the third option exercised under the second novation of this agreement for each type of coverage are as follows:

TYPE AND LEVEL OF COVERAGE	**RATE APPLICATION**	**Third Option of Second Novation Agreement FY13**
Basic Term Life	Per $1,000 of Coverage	$.14
Basic AD&D	Per $1,000 of Coverage	$.025

3.0 INCORPORATION OF CONTRACT AND EFFECTIVE DATE

3.01 Company and County hereby incorporate this amendment into the Initial Contract as amended in Modification 4 and Modification 8. Company and County hereby ratify all of the terms and conditions of the Initial Contract as amended.

3.02 The changes to the Initial Contract and rates stated in this Modification 11 are effective on October 1, 2012.

Human Resources Management

1010 Lavaca Street, Suite 200 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-3128

March 16, 2012

TO: Bonnie Floyd- Purchasing Agent

FROM: Cindy Purinton, Benefit Administrator
John Rabb-HRMD

SUBJECT: Contract # 02T000380J
Basic Life AD&D contract- FY13

Vendor services related to the above contract have been performed to the County's satisfaction. Please initiate the extension of their contract to the next option period. The renewal information is shown below.
This County funded contract is funded from liability account: 898-0000-205-26-20

If you have any questions, please contact John Rabb at 8542742 or Cindy Purinton at 854-9626.

Fund account number

Basic Life- Per $1 000 of $.14	898-000-205-26-20 coverage Paid by County
Basic AD&D- Per $1,000 of $.025	898-000-205-26-20 coverage Paid by County

Item 32

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner, 854-9760
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve twenty four-month extension (Modification No. 6) to Contract No. 4400001100 (HTE Contract No. 06T00061OJ), Life Insurance Co. of North America, Supplemental Employee Life and AD&D Coverage; Dependent Life Coverage; Employee Spouse Life Coverage; Retiree and Retiree Spouse Life Coverage; Stand-alone Accidental Death and Dismemberment Coverage; Short Term Disability and Long Term Disability coverage for Travis County Employees, Retirees, and Dependents.

- **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 for the provision of optional Supplemental Employee Life and AD&D Coverage; Dependent Life Coverage; Employee Spouse Life Coverage; Retiree and Retiree Spouse Life Coverage; Stand-alone Accidental Death and Dismemberment Coverage; Short Term Disability and Long Term Disability coverage for county employees, retirees and dependents; all beginning October 1, 2011. The product is completely optional and fully paid by employees. The Commissioners Court approved the initial contract award on November 1, 2005.

  Pursuant to the Request for Proposals Number P110149-OJ, this Modification No. 6 is issued as the extension and expansion of that Collateral Agreement which is collateral to and amends Policy Numbered OK 960892 for Voluntary Accidental Death or Dismemberment Coverage, which was issued to Travis County, Texas by Life Insurance Company of America and extends the Collateral Agreement to Policies Numbered FLX 964188, FLX 964189, OK

965800, VDT 960952, and VDT 960953 all to be issued to Travis County, Texas by Life Insurance Company of America and to be effective October 1, 2011. It amends the paragraph entitled TERM OF AGREEMENT of Agreement Collateral to Policy by giving the County a new two year term and the option to extend the policy for two additional one year periods. The policies to which the Agreement Collateral is extended provide the following coverage: Employee and Dependent Life Coverage; Retiree and Dependent Life Coverage; Accidental Death or Dismemberment Coverage associated with Employee and Dependent Life Coverage; and Short Term Disability and Long Term Disability for county employees that begins October 1, 2011.

Modification No. 5 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2011. The rates, which have been the same for the past five (5) years, will remain unchanged for this period also.

Modification No. 4 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2010. It was approved by the Commissioners Court on July 28, 2009.

Modification No. 3 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2009. It was approved by the Commissioners Court on September 30, 2008.

Modification No. 2 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2008. It was approved by the Commissioners Court on July 31, 2007.

Modification No. 1 was previously issued to extend the contract period for an additional twelve (12) months, through September 30, 2007. It was approved by the Commissioners Court on September 5, 2006.

There are no County funds expended on this contract. Funds are 100% paid by the County employees.

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

- **Contract Modification Information:**
  Modification Amount: Not Applicable
  Modification Type: Bilateral
  Modification Period: October 1, 2011 – September 30, 2013

- **Funding Information:**

  ☐ Shopping Cart/Funds Reservation in SAP:

  ☒ Comments: No County funds. This is 100% paid by County employees.

MODIFICATION OF CONTRACT NUMBER: 06T00061OJ, Voluntary Benefit Coverage (CIGNA) PAGE 1 OF 12 PAGES

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET, 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**August 24, 2012**
ISSUED TO: Life Insurance Co. of North America Attn: David T. Evans 1601 Chestnut Street Philadelphia, PA 19192-2235	MODIFICATION NO.: **6**	EXECUTED DATE OF ORIGINAL CONTRACT: **November 1, 2005**

ORIGINAL CONTRACT TERM DATES: **October 1, 2005 – September 30, 2007** CURRENT CONTRACT TERM DATES: **October 1, 2011 – October 1, 2013**

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: $ N/A Current Modified Amount $ N/A.

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

This amendment number six to Collateral Agreement With Life Insurance Company of North America for Voluntary Accidental Death or Dismemberment Coverage is made by the following parties:
Life Insurance Company of North America, a Pennsylvania corporation ("Company") and Travis County, Texas ("County").

RECITALS

County and Company entered into a contract for Voluntary Accidental Death or Dismemberment Coverage for county employees that began October 1, 2005 and extended annually since then.

In March, 2011, County distributed a Request for Proposals (RFP # P110149-OJ) to qualified companies to provide group employee benefits, such as long term disability, and life and accidental death and dismemberment insurance. Company provided the best negotiated offer for coverages and services.

This modification 6 is the first novation of that Collateral Agreement which is collateral to and amends Policy Numbered OK 960892 for Voluntary Accidental Death or Dismemberment Coverage, which is issued to Travis County, Texas by Life Insurance Company of America and extends the Collateral Agreement to Policies Numbered FLX 964188, FLX 964189, OK 965800, VDT 960952, and VDT 960953 all issued to Travis County, Texas by Life Insurance Company of America. It amends the paragraph entitled TERM OF AGREEMENT of Agreement Collateral to Policy by giving the County a new two year term and the option to extend the policy for two additional one year periods. The policies to which the Agreement Collateral is extended provide the following coverage: Employee and Dependent Life Coverage; Retiree and Dependent Life Coverage; Accidental Death or Dismemberment Coverage associated with Employee and Dependent Life Coverage; and Short Term Disability and Long Term Disability for county employees that begins October 1, 2011.

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.

LIFE INSURANCE CO. OF NORTH AMERICA BY: Jeffrey Pugh SIGNATURE Jeffrey Pugh TITLE: Underwriting Operations Director ITS DULY AUTHORIZED AGENT	☐ DBA ☑ CORPORATION ☐ OTHER DATE: 8/28/12
TRAVIS COUNTY, TEXAS BY: CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY: SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

AGREEMENT

1. AMENDMENT TO AGREEMENT COLLATERAL TO POLICIES

1.01 Pursuant to 13.01 of the Agreement Collateral, the following definitions are deleted: 1.02 Administrative Staff and 1.03 Agent, 1.07 Insurance Contract and the following is inserted in place of 1.07:

1.07 "Insurance Contract" and "Insurance Contracts" means one or more of the following contracts of insurance:

1.07.1 Policy Numbered OK 960892 for Voluntary Accidental Death or Dismemberment Coverage issued to County by Company effective October 1, 2005.

1.07.2 Policy Numbered FLX 964188 for Active full-time Employee and Dependent Voluntary Life Coverage issued to County by Company effective October 1, 2011.

1.07.3 Policy Numbered FLX 964189 for Retiree and Dependent Voluntary Life Coverage issued to County by Company effective October 1, 2011.

1.07.4 Policy Numbered OK 965800 for Accidental Death or Dismemberment Coverage, which is issued to County by Company effective October 1, 2011 and the coverage level for which is limited by County in the enrollment process to the coverage level selected by the insured for Active full-time Employee and Dependent Voluntary Life Coverage.

1.07.5 Policy Numbered VDT 960952 for Voluntary Short Term Disability Coverage issued to County by Company effective October 1, 2011.

1.07.6 Policy Numbered VDT 960953 for Voluntary Long Term Disability Coverage issued to County by Company effective October 1, 2011.

1.02 Pursuant to 13.01 of the Agreement Collateral, 2.0 TERM OF AGREEMENT is deleted and the following is inserted in its place:

2.01 The initial Agreement Collateral commenced at 12:01 a. m. on October 1, 2005 and ended at 12:01 a. m. on October 1, 2006. County exercised its options to extend the Agreement Collateral and the Policy for 5 additional one year periods. The First Novation of the Agreement Collateral and incorporation of the additional policies described in this modification commences at 12:01 a. m. on October 1, 2011 and ends at 12:01 a. m. on October 1, 2013 ("Agreement Period").

2.02 County has the option to extend the Agreement Collateral and all Policies associated with it for 2 additional one year periods. ("Annual Option Periods") and 3 additional one month periods ("Monthly Option Periods"). During each Option Period, all terms and conditions remained unchanged except the term of the Agreement Collateral and Policies being extended. The options, if exercised, must be executed by County no sooner than ninety days before the expiration of this agreement or any extension and no later than the final day of the agreement term. Failure by County to exercise either option to extend shall be deemed to be County's notice according to the terms of the affected Policy of County's intention to terminate the Policy for which the option has not been exercised and that the Policy must expire at the end of the then current Policy term. Failure by County to exercise an option to extend any of the Policies associated with this Agreement means that this Agreement must also expire at the end of the then current agreement period.

1.03 Pursuant to 13.01 of the Agreement Collateral, 5.03 is deleted and the following is inserted in its place:

5.03 Company must provide County with a copy of the certificate booklets, and claim forms for all services and coverages in an electronic format for both the annual open enrollment and "new employee" enrollment throughout the year. Company must send a representative to attend each annual open enrollment and each weekly new employee orientation.

1.04 Pursuant to 13.01 of the Agreement Collateral, 6.0 INSURANCE COVERAGE AND BENEFITS is deleted and the following is inserted in its place:

6.0 INSURANCE COVERAGE AND BENEFITS

6.01 During the agreement period and effective October 1, 2011, Company must provide

6.01.1 the services described in this Agreement and in Attachments 2 and G-1 for County and its employees and retirees, as applicable, in accordance with the terms and conditions of this agreement; in compliance with the assurances, certifications, and all other statements made by Company in Attachments 2 and G-1; and

6.01.2 the coverage for County employees and retirees, as applicable, who enroll, in a timely manner as agreed upon by Company and County, for one or more of the coverages described in the Insurance Contracts and this agreement in the manner established by County; in accordance with the terms and conditions of the Insurance Contract and this Agreement; in compliance with the assurances, certifications, and all other statements made by Company in Attachments 2 and G-1.

6.02 If Company does not provide the Account Management and Customer Services in compliance with Attachment G-2 Table of Services-Performance Measures, Company shall pay County the penalty indicated in the table for the service that is not in compliance. Company shall evaluate this management and these services for compliance with the standards semi-annually. The amount at risk is 2% of the total premium on all six policies and the maximum PG dollars at risk are $20,000 per year.

6.03 Company shall provide County specific enrollment communication and support including County brochures and applications.

6.04 Company shall provide County with specimen copies of (i) standard letter templates commonly used in adjudicating claims; and (ii) any materials intended for use in marketing or communicating the insurance benefits. No such materials described in (ii) shall be used without County's approval.

6.05 For Policy Number OK 960892, Company shall assist in the administration by responding to employee questions and providing beneficiaries with information for claims, upon request.

6.06 For Policy Number OK 965800, Policy Number FLX 964188, and Policy Number FLX 964189, Company shall assist in the administration by responding to employee questions and providing beneficiaries with information for claims, upon request.

6.07 In Policy Number VDT 960952 under Termination of Insurance on page 4, in the sentence "Any period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered." the word "eligible" means that the Employee is within an eligible class and has become insured and is eligible to file a claim for benefits unless the Employee is no longer employed by Travis County and in that case, the former employee need only eligible to enroll in the new employer's disability coverage but the former employee would be able to file a claim under this policy if the former employee has a successive period of disability.

6.08 For Policy Number VDT 960952 and Policy Number VDT 960953, Company shall provide Disability Program Support Services as shown in Attachment G-3 and the administration of these policies shall be as outlined in the CIGNA Administrative Services Overview for employer-administered plans, also as shown in Attachment G-3

6.09 Company shall provide County employees, retirees and the dependents of both who are enrolled in the following coverages with the following SERVICES:

SERVICE	AD&D (all)	Life		STD	LTD
		Employee/Retiree	Dependent		
Healthy Rewards ®	X	X	X	X	X
Will Preparation	X	X	X	X	X
CIGNAssurance ®	X	X	X		
CIGNA Identity Theft Program	X			X	X
CIGNA Secure Travel ®	X				

6.10 The SERVICES include the following additional services:

6.10.1 Healthy Rewards ® offers discounts on a range of heather and wellness-related services and products, including discounts on Weight Watchers and smoking cessation programs, chiropractic care, anti-cavity products, power toothbrushes, fitness club memberships, hearing and vision care, massage therapy, acupuncture, pharmacy vitamins and other products.

6.10.2 Will Preparation provides access to a website that has an interactive tool that helps covered employees and their covered spouses create a will and other legal documents and other valuable financial educational materials.

6.10.3 CIGNAssurance ® provides comprehensive beneficiary services including financial, bereavement and legal counseling and setting-up interest bearing accounts for balances of $5,000 or more.

6.10.4 CIGNA Identity Theft Program provides Identity Theft Resolution services for all types of identity theft and includes access to personal case managers who will work with employees and their covered family members to resolved identity theft issues with support available 24 hours a day, seven days a week as described more fully in Attachment G-6.

6.10.5 CIGNA Secure Travel ® offers travel assistance on trips more than 100 miles from home, including medical evacuation and repatriation with no maximum limits as described more fully in Attachment G-5.

6.11 Company must provide detailed reports on the experience each of the coverages at least quarterly.

1.05 Pursuant to 13.01 of the Agreement Collateral, 7.0 RATES FOR COVERAGE is amended to add the following after 7.01:

7.02 Company must give County notice of the rates applicable to Voluntary Short Term Disability Coverage for third option period no later than the March 1, 2014. Any change in these rates must be calculated based on the following formula:

Where:

$$\text{Loss Ratio} = \frac{\text{Reserves for claims incurred but not paid plus Paid Claims all policies, 10-1-2011 to 1-31-2014}}{\text{Premiums paid for all policies, 10-1-2011 to 1-31-2014}}$$

the increase in the composite rate shall not exceed the following percentage increases based on the following loss ratios:

Loss Ratio	Maximum Increase
Less than 80%	0%
Between 80-90%	10%
Between 90-95%	20%
Over 95%	30%

And the composite rate must be based on the following experience rated formula:

7.06.1 Incurred Claims from October 1, 2011 to January 31, 2014 are divided by Paid Premiums from October 1, 2011 to January 31, 2014 to determine the Loss Ratio.

7.06.3 The Loss Ratio is divided by Permissible Loss Ratio and then multiplied by the in force rate to determine the Experience Rate.

7.06.4 The Experience Rate is multiplied by the credibility factor to determine the portion of the composite rate determined by Travis County experience.

7.06.5 The Company manual rate is multiplied by [1 minus the credibility factor] to determine the portion of the composite rate determined by the overall experience of the Company.

7.06.6 The portion of the composite rate determined by Travis County experience as determined in step 7.06.4 is added to the portion of the composite rate determined by the overall experience of the Company as determined in 7.06.5 to determine the composite rate payable.

7.08 Company must give County notice of the rates applicable to any coverage for any additional option period no later than the March 1, of the calendar year in which the rates are to become effective.

1.06 Pursuant to 13.01 of the Agreement Collateral, 10.0 INDEMNIFICATION AND CLAIMS NOTIFICATION is deleted and the following is inserted in its place:

10.0 INDEMNIFICATION

10.01 Company, in its capacity as insurer of benefits under the Policies, shall be directly and solely responsible for the payment of benefit claims asserted under the Policies. Company agrees to assume responsibility for the defense, settlement and payment of such claims, whether they are asserted against the County, its employee benefit plans, or their respective officials, employees or agents. This obligation shall not include any liability or damages resulting from the acts or omissions of the County, its employee benefit plans, or their respective officials, employees or agents.

1.07 Pursuant to 13.01 of the Agreement Collateral, 18.0 ENTIRE AGREEMENT is deleted and the following is inserted in its place:

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. If there is any conflict between this document 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 Voluntary Personal Protection Optional AD&D Attachments include the following:

Attachment 1, Group Accident Policy (Policy number OK960892) Draft Policy

Attachment 2, Portions of Cigna's Response to Request for Proposals

Attachment 3, CIGNA Secure Travel® Emergency Travel Assistance Services by Worldwide Assistance Services, Inc. Corporate Service Agreement

Attachment 4, Affidavit and Proposer Certification Form (4 pages)

Attachment 5, Amendment (3 pages)

18.04 The General Attachments that apply to more than one Insurance Contract, are attached to this Modification 6, and include:

Attachment G-1,	Portions of Company's Response to Request for Proposals: -pages 1-3 Executive Summary; page 14 of 63 through page 43 of 63, except for top half of page 1, the answer to question 1 on page 14; the answer to question 7 on page 21; reference to EOI on page 38 and the answer to 6.6 and the 8 reference to EOI in question 7.2 on page 40.
Attachment G-2,	Table of Service-Performance Measures
Attachment G-3,	Disability Program Support Services and CIGNA Administrative Overview
Attachment G-4,	Agreement Concerning Designation of Beneficiaries Using Electronic Systems
Attachment G-5,	ERISA Coverage Worksheet
Attachment G-6,	CIGNA Secure Travel® Emergency Travel Assistance Services by Europ Assistance USA, Inc.
Attachment G-7,	CIGNA Identity Theft Program

18.05 The new Insurance Contract Attachments are attached to this Modification 6 and include the following:

Attachment IC-1,	Group Accidental Death or Dismemberment Policy limited by level of Employee Life Coverage (Policy number OK 965800) Policy
Attachment IC-2,	Group Active full-time Employee and Dependent Voluntary Life Policy (Policy number FLX 964188) Policy
Attachment IC-3,	Group Retiree and Dependent Voluntary Life Policy (Policy number FLX 964189) Policy
Attachment IC-4,	Group Voluntary Short Term Disability Policy (Policy number VDT 960952) Policy
Attachment IC-5,	Group Voluntary Long Term Disability Policy (Policy number VDT 960953) Policy

18.06 The Audit Attachment is attached to this Modification 6 and is as follows:

Attachment A-1,	Claim Audit Agreement (2 pages)

18.07 The Ethics Attachment is attached to this Modification 6 and is as follows:

Attachment E-1,	Affidavit and Proposer Certification Form (4 pages)

1.08 Pursuant to 13.01 of the Agreement Collateral, 19.02 is deleted and the following is inserted in its place:

19.02 The address of County for all purposes under this agreement shall be:

Cyd Grimes (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

1.09 Pursuant to 13.01 of the Agreement Collateral, the following sections 22.0 RETIREE/SURVIVING SPOUSE ADMINISTRATION AND RATES through 34. CONFLICT OF INTEREST QUESTIONAIRE inclusive are added at the end of 21.08:

22.0 RETIREE/SURVIVING SPOUSE ADMINISTRATION AND RATES

22.01 Administrative Services for retirees and their surviving spouses who elect life insurance coverage shall consist of the following:

22.01.1 Company shall produce an annual billing to the Retiree directly to their residence or other address identified to Company by County.

22.01.2 Company shall accept payments of premiums as made directly from them and maintain accounting records of the payments.

22.01.3 Company shall send a late notice to their address if premiums not been paid within 30 days of the stated due date.

22.01.4 Company shall send a second notice will be sent to their address if premiums have not been paid within 60 days of the stated due date.

22.01.5 Company shall provide the Travis County Benefit Manager with reports, identifying Retirees described in 22.01.3. County shall, on Company's behalf, contact such Retirees to remind them of their premium payment deadline and to advise Company of any circumstances affecting payment of premiums. County acknowledges that, in performing this function, Company shall be required to disclose to it certain individually identifiable personal information which is subject to protection under insurance privacy laws. County acknowledges that such information is to be treated confidentially, and used solely for the purpose of performing the functions identified herein. County shall assume responsibility for any liability resulting from breach of this provision by County.

22.01.6 Notice will be sent to Retirees at their address notifying them of life insurance termination for non-payment following the end of the Policy's grace period for individual

premium payments. Prior to sending such notices, Company shall contact County to discuss the result of County's contacts made pursuant to paragraph 22.01.5.

22.01.7 Company shall provide an assigned 800 number available to retirees and surviving spouses with billing questions.

22.02 The administration of County retiree benefit premiums for life coverage for the first year, first option year and second option years of this agreement shall be included in the premium for the coverage.

23.0 FOB POINT

23.01 Delivery of all products, reports or services under this contract shall be Free on Board (FOB) to final destination at the address shown below.

Human Resources Management Department
Attn: Mr. Dan Mansour, Risk and Benefits Manager
700 Lavaca Street, 4th Floor
Austin, Texas 78701

24.0 DISPUTES AND APPEALS

24.01 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.

25.0 COVENANT AGAINST CONTINGENT FEES

25.01 The Company warrants that, except as disclosed, 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 contract 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.

26.0 COUNTY ACCESS

26.01 Company shall maintain and make available all books, documents, and other evidence pertinent to the costs and expenses of this contract for inspection, audit or reproduction by any authorized representative of County to the extent this detail will properly reflect these costs and expense. 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 contract. All required records shall be maintained until an audit is completed and all required questions arising there from are resolved, or 3 years after completion of the contract term, whichever occurs first; however, the records shall be retained beyond the third year if an audit is in progress or the findings of a completed audit have not been resolved satisfactorily. If County decides to audit Company, County and Company shall enter into a Claim Audit Agreement in the form attached to this agreement.

27.0 MONITORING

27.01 County reserves the right to perform periodic on-site monitoring of Company's compliance with the terms of this contract, and of the adequacy and timeliness of Company's performance under this contract. 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 contract, 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.

28.0 GRATUITIES

28.01 County may terminate this contract 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 contract. If this contract 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.

29.0 INSURANCE REQUIREMENTS

29.01 During the period of this contract, Company shall maintain at its expense, insurance with limits not less than those prescribed below. With respect to required insurance, Company shall:

29.01.1 Provide County a waiver of subrogation under Company's Worker's Compensation and Commercial General Liability insurance policies.

29.01.2 Endeavor to provide County with a thirty (30) calendar days advance written notice of cancellation in instances where policies are cancelled and not replaced with similar insurance programs.

29.01.3 Provide the County Purchasing Agent at the address shown on Page 1 of this contract, a Certificate of Insurance evidencing required coverage within ten (10) calendar days after receipt of Notice of Award and within ten (10) days of each renewal. **Also, please assure your certificate contains the contract number as indicated on the Contract Award form when issued by Travis County.**

29.01.4 Submit an original certificate of insurance reflecting coverage as follows:

Management Liability (Directors and Officers, Fiduciary) (aggregate limit available is not less than the stated amount)	$15,000,000.00

Professional Liability (Errors and Omissions) (aggregate limit available is not less than the stated amount)	$5,000,000.00
Fidelity (Crime) Bond (aggregate limit available is not less than the stated amount)	$20,000,000.00
Network Liability (Privacy) (aggregate limit available is not less than the stated amount)	$10,000,000.00

Worker's Compensation:..... .... Statutory

Employers Liability:

Accidental Bodily Injury (Each injury).....$100,000.00
By Disease.....$100,000.00
Aggregate for disease.....$5,000,000.00

Commercial General Liability (Including Contractual Liability):

Personal Injury, Bodily Injury, Property Damage.
(Combined Single Limit) $2,000,000.00

Security and Privacy Liability Coverage:

Intangible Property Loss of Personal Data Information and/or do not address perils.

29.02 Coverage may be layered as assigned by Company but the aggregate limit available shall not be less than the stated amounts. Policies for these coverage's except Professional liability must be issued by an insurance company that is authorized to do business in Texas and has an A M Best rating of at least A.

30.0 COMPLIANCE WITH LAW

30.01 Company must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this contract.

31.0 DISBURSEMENTS PROHIBITED BY LOCAL GOVERNMENT CODE, § 154.045

31.01 In 31.0, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written contracts with the County.

31.02 If notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of Company to the state, 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 Company until the County Treasurer notifies Company in writing that the Debt is outstanding and the Debt is paid.

31.03 County may apply any funds County owes Company to the outstanding balance of Debt for which notice is made under section 32.02 if the notice includes a statement that the amount owed by the County to Company may be applied to reduce the outstanding Debt.

32.0 CERTIFICATION OF ELIGIBILITY

32.01 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 contract. If Company is placed on the list during the term of this contract, Company shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in terminating this contract for default.

33.0 CONFLICT OF INTEREST QUESTIONNAIRE

33.01 If required under Chapter 176 Texas Local Government Code, Company shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of any event that would make a statement in the questionnaire filed previously incomplete or inaccurate. 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.

2.0 INCORPORATION OF CONTRACT

2.01 County and Company incorporate this amendment into the Agreement with Life Insurance Company of America for Voluntary Accidental Death or Dismemberment Coverage. County and Company ratify all of the terms and conditions of the Agreement.

3.0 EFFECTIVE DATE

3.01 The changes in this modification are effective October 1, 2011.

Group Disability, Life and Accident Implementation Welcome Package

Welcome to CIGNA Group Insurance! This package contains a group of forms and documents necessary for the implementation of your CIGNA Group Insurance Disability, Life and/or Accident insurance benefits. We've included a chart that provides a description of each document and clarifies your action required. To assure operational readiness and accurate set-up of your benefit plan(s) please complete this application by signing in the space provided.

Applicant (Full Legal Name): County of Travis

Address: 314 W. 11th St., Room 400 **City:** Austin **State:** TX **Zip Code:** 78701

Taxpayer ID No.: 74-6000192

We acknowledge receipt of this Implementation Welcome Package. We confirm the accuracy of the proposal as described in the policies attached to Modification 6 of Contract #06T00061OJ from the underwriting company(ies) named below and hereby accept the terms and conditions of that proposal and any attachments or modifications made to the proposal.

Oma Claunch is the producer identified on the attached Authorization of Payment of Commission and Service Fees (Exhibit)

We acknowledge receipt of the Privacy Notice.

We understand that the following insurance policies may be issued to the Group Insurance Trust for Employers in the Public Administration Industry.

REQUESTED INSURANCE	REQUESTED EFFECTIVE DATE
COVERAGE: Group Term Life - Employee **UNDERWRITING COMPANY: Life Insurance Company of North America**	**10/1/2011**
COVERAGE: Group Term Life - Retiree **UNDERWRITING COMPANY: Life Insurance Company of North America**	**10/1/2011**
COVERAGE: Group Voluntary Accident **UNDERWRITING COMPANY: Life Insurance Company of North America**	**10/1/2011**
COVERAGE: Group Voluntary Short-Term Disability **UNDERWRITING COMPANY: Life Insurance Company of North America**	**10/1/2011**
COVERAGE: Group Voluntary Long-Term Disability **UNDERWRITING COMPANY: Life Insurance Company of North America**	**10/1/2011**

We hereby adopt the above-named trust as co-settlor and subscribe to that trust for the purpose of participating in these policies, which shall only cover our eligible employees, and, retirees and dependents. We confirm the appointment of Wilmington Trust Company as Trustee, and of Life Insurance Company of North America ("LINA") as trust administrator. We appoint LINA, in its capacity as trust administrator, to represent us in dealings with the Trustee related to the insurance trust. We understand that, in the event the policy(ies) are terminated for any reason, we will cease to be a participant in the insurance trust. We understand that no benefits are provided by the trust other than the benefits described in the insurance policy(ies).

Travis County, Texas

By: _____ Samuel T. Biscoe, County Judge Date: _____
(Signature and Title of Applicant's Authorized Representative)

Austin,TX
(City and State)

Disclosure of Payment of Commissions and Service Fees

Oma Claunch is the broker/consultant of record in connection with the policy.

We acknowledge that the insurance company will pay commissions to the broker/consultant at the following rates:

Product	Policy Numbers
Life	FLX-964188, FLX-964189
Accident	OK-965800
STD	VDT-960952
LTD	VDT-960953

Product		Percentage
Life – Voluntary Effective Date: 10/1/2011	Case Specific	05%
Accident – Voluntary Effective Date: 10/1/2011	Case Specific	05%
STD – Voluntary Effective Date: 10/1/2011	Case Specific	05%
LTD – Voluntary Effective Date: 10/1/2011	Case Specific	05%

We understand and acknowledge that CIGNA Group Insurance companies may have entered into, or may enter into, an agreement with the broker/consultant, under which the insurance company compensates the broker/consultant for providing marketplace intelligence and other services intended to enhance the effectiveness of the insurance company's business. This additional compensation is contingent on meeting new business and persistency goals.

The following describes the compensation available under the program under which the broker is eligible to participate. Terms of the program are subject to change.

- **New Business.** Payments made are a percentage of total annualized premium, based on number of new cases sold and annualized premium for those eligible cases, and range from 1.5% to 4% of the amount of expected first year annualized premium (which is the maximum rate payable, if at least $10,000,000 in premium, is sold) depending on the specific program the broker is eligible to participate in. Brokers must write at least $200,000 of new business premium or sell three new cases to qualify.

- **New Premium Added to Inforce Policies.** Payments made are a percentage of total annualized premiums attributable to acquisitions requiring underwriting by the insurance company, and amendments to increase benefits or add eligible classes, and is calculated at 1.5% of the amount of expected first year annualized premium depending on the specific program the broker is eligible to participate in. Brokers must write at least $200,000 of new business premium or sell three new cases to qualify.

- **Persistency**. Persistency measures the number of policies (weighted by premium) which were in force at the beginning of the year which are still in force at the end of the year. Payments made are a percentage of total earned premium, and range from 0% to 2% of total aggregate premium for those eligible cases (which is the maximum rate payable, if persistency is 95% or greater) depending on the specific program the broker is eligible

to participate in. Brokers must have a book of business of at least $250,000 at the start of the year, and write at least $200,000 of new business premium or sell three new cases, to qualify.

- **Cross-Sell.** Payments made are a percentage of total annualized premium for business sold to an existing CIGNA Healthcare or CIGNA International Expatriate Benefits customer OR sold along with a new CIGNA Healthcare medical product or new CIGNA International Expatriate Benefits product to the same customer, and range from 1% to 1.5% of the amount of expected first year annualized premium (which is the maximum rate payable, if at least $1,000,000 in premium, is sold). Brokers must write at least $50,000 of new business premium to a cross-sell customer to qualify. In addition, your policies may be used to establish eligibility in the cross-sell programs of CIGNA Healthcare and/or CIGNA International Expatriate Benefits.

This compensation is funded from the insurance company's overhead and is based on the broker's overall book of business with the insurance company. Any such payments are separate from commissions and, if applicable, will be included in ERISA Form 5500, Schedule A information provided by the insurance company.

We also understand that the insurance company may invite the broker to participate in events sponsored by the insurance company for the same purposes.

Important Privacy Notice – Please Read

As a customer of a CIGNA company[1], we want to assure you that we recognize our obligation to keep our customers' protected information secure and confidential. This notice explains our privacy practices and it should answer questions about how we protect personal information. We will continue to safeguard the privacy of the information provided to us. Thank you for giving us the opportunity to serve you. (If you are an Employer or Group Sponsor, please make this information available for review by your employees or members as appropriate.)

This notice applies to insurance products underwritten, or administered by, the Life Insurance Company of North America and CIGNA Life Insurance Company of New York, Life and Disability products underwritten by Connecticut General Life Insurance Company, and insurance products underwritten by Insurance Company of North America administered by the CIGNA companies. Information is the key to our ability to provide you with best in class service. Regardless of whether you are a customer, applicant, insured, or former insured, we are committed to protecting and maintaining the privacy of any information in our possession.

COLLECTION AND USE OF INFORMATION

We may collect protected information about our customers for use in the processing and evaluation of applications or eligibility for insurance, investigating a claim for benefits, and in developing financial plans. This information will be used by authorized company personnel solely for these purposes, and it may be integrated into our databases for statistical and audit purposes. Protected information means any non-public, personally identifiable information including financial information, employment related information and medical information. Unless permitted by law, we will only collect information from sources other than our customers with authorization.

DISCLOSURE OF INFORMATION

We do not disclose any protected information about our customers or former customers to anyone except as permitted by law. We do not sell customer lists or other protected information. With some exceptions, we will not disclose protected information without written authorization. There are circumstances when we will disclose protected information related to medical underwriting or a claim investigation or other activities relating to your insurance plan without authorization to third parties or affiliates assisting us with these activities, as permitted by law. We will also disclose protected information to third parties without authorization as required by law, such as in the case of subpoenas and mandated governmental disclosures.

PROTECTING YOUR INFORMATION

We have internal policies to maintain the privacy of our customers' protected information. These include but are not limited to policies related to the transmission, storage and disposal of paper and electronic information; the prevention of unauthorized access and damage to systems, including damage due to environmental hazards; and assigning and terminating user IDs.

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[1] "CIGNA" is a registered trademark licensed for the use of insurance company subsidiaries of CIGNA Corporation. All products and services are provided by insurance company subsidiaries and not the corporation itself. As used herein, "CIGNA" refers to these subsidiaries, which include the Life Insurance Company of North America, CIGNA Life Insurance Company of New York and Connecticut General Life Insurance Company.

Working Together to Make a Difference

Your account management team will work closely with you to create a service plan that outlines all implementation, enrollment, and communications goals. We concentrate on providing consultative plan designs that emphasize health and wellness and affordable coverages to support your budgetary goals. From case installation to contract renewals, your account management team will work on your behalf to deliver seamless service.

When it comes to providing coverages and programs that protect individuals and their families, we believe education is key. Your account management team will work with you to develop a communications plan. This plan focuses on educating individuals on the advantages of services that are available to help keep them at their healthiest, all year long.

We can also offer any of the following administrative services: beneficiary administration, conversion/portability notice distribution, and/or online evidence of insurability.

Value-Added Programs and Services that Make a Difference to Your Employees

We want to be there for you all the time – not just when your employees need us. We automatically include the following programs with your coverage:

- **CIGNA Healthy Rewards®** – discounts of up to 60% on health and wellness products and services, such as weight management, nutrition, fitness and smoking cessation and more
- **CIGNA's Identity Theft Program** – provides access to personal case managers who give step-by-step assistance and guidance to individuals who have had their identity stolen
- **CIGNA's Will Preparation Program** – online forms, tools and advice to build state-specific customized wills, powers of attorney and other legal documents
- **CIGNAssurance Program℠ for Life and Accident Coverage*** – family bereavement counseling with certified specialists, financial information and legal consultation services

**Certain services are not available through CIGNA Life Insurance Company of New York.*

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- **Individual Customer Services** – online life and disability insurance calculators are available to help determine needs, and individuals on disability have access to myCIGNA.com, where claim status, payment, and claim manager contact information is available
- **CIGNA's Life Assistance℠** – Offered with every long-term disability program (optional with Life Insurance), provides assessment and referrals to services and experts to help cope with the stress that often accompanies a disability or illness
- **CIGNA Secure Travel®** – Available with Personal Accident, provides emergency medical, financial, legal, and communications assistance to covered individuals who travel domestically and internationally.

Voluntary Services to Help You Do More with Less

CIGNA's voluntary offerings allow you to make coverages available to employees to purchase on their own. It's no secret that businesses are under pressure to decrease operating costs. We can help you do that. We offer several administrative options so that you can focus on your business, while we take care of your benefits programs.

If you offer at least one voluntary product, we provide the support you need. We offer communications to your employees, including our education portal, *CIGNA Trusted Advisor*. Enrollment and beneficiary administration (online or paper) is available to ease administrative. Online evidence of insurability and individual call center support is also available. Eligibility management and list billing capabilities (online, electronic, or paper) can help you better manage these programs. Distribution of conversion/portability notice is also included.

While we have the capabilities to offer the full range of administration, we understand that some customers may want to maintain some aspects of these activities. That's why our administrative services also are offered as stand-alone options.

Disability Claim Management Focuses on Return-to-Work

CIGNA's claim management process offers faster and smarter claim decisions. This helps individuals maintain their sense of security, so they can focus on recovery and return-to-work.

- **Quicker Claim Decisions** – During intake, an automated voice response system records the individual's permission to access medical records, making the process easier and faster.
- **Dedicated Claims Teams** – Our claim managers handle each claim individually to ensure that a successful return to work is made whenever possible.
- **Re-Employment Solutions** – Vocational rehabilitation counselors dedicated 100 percent to helping people get back to work, or find a new job that suits their personal situation.
- **Social Security Advocacy** – We help qualified individuals work through the complicated application process for Social Security Disability Insurance.
- **Reporting** – Secure, online reports, available to employers and individuals, give instant access to claim status, benefits and payment.

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Accident Protection for Employees and Families

We offer personal and business travel accident, so your employees can feel safe – both home and away.

- **Trained Accident Specialists** – Specialized training at Duquesne University's Institute of Forensic Science and Law ensures more accurate claim decisions in a shorter timeframe.
- **Specialized Benefits and Coverage** – Flexible contracts allow for industry-specific customization. For example, subject to state requirements, we can offer options, such as HIV and Hepatitis C benefits for hospital workers.
- **CIGNA Business Travel Accident Medical™** – Covers medical care costs for individuals traveling on company business outside of their country of primary residence.
- **War Risk Coverage** – Protection for individuals who travel on business to war risk areas outside of the Unites States.

Term Life Benefits Tailored to Meet Your Needs

Dealing with the death of a loved one is painful enough. We want to take some of that burden away. That's why we offer families bereavement counseling and financial and legal advice services through our CIGNAssurance® program*. Life claim specialists process and pay claims within 10 business days of receipt of all information and are a single point-of-contact for the employer and the beneficiary.

**Certain services are not available through CIGNA Life Insurance Company of New York.*

- **Transition Protection** – Our takeover provision ensures individuals maintain coverage when transitioning carriers.
- **Innovative Approach to Waiver of Premium (WOP)** – removes administrative burden and confusion typically experienced with WOP. We cover all disabled individuals from day one – without premium payment – as they satisfy the elimination period. Individuals remain covered even when the policy is cancelled. And, when we provide both Life and long-term disability coverage, the WOP process is managed at the same time, by one team. The need for redundant paperwork is eliminated.
- **Optional Coverage** – To help protect employees' sense of security and peace of mind, we offer two accelerated pay-out programs:
  - Critical Illness provision allows individuals to receive a portion of their life insurance proceeds if diagnosed with one of six specified diseases.
  - Terminal Illness provision allows individuals with 12 months or less to live to withdraw a portion of their life insurance coverage.

We Focus On You, So You Can Focus On Your Business

We look forward to this opportunity with Travis County.We continually look for new ways to help you better manage employee benefit costs and improve workforce productivity. Allow us to be experts in tailoring and providing benefits and services that work for you and your employees, so you can focus on what you do best – your business.

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2.0 SUPPLEMENTAL LIFE, AD&D, LONG AND SHORT TERM DISABILITY (PACKAGE 1)

2.1 The current Supplemental Life and AD&D coverage is offered in $25,000 increments up to a maximum of $250,000 or four times an employee annual salary (rounded up to nearest multiple of $25,000. The maximum does not include the basic life $50,000).

CIGNA is matching the above benefits.

2.2 New Hires may select any amount (within the above guidelines) when they do their initial enrollment. At open enrollment each subsequent year an employee may increase their coverage by one $25,000 increment with no underwriting. There is a reduction schedule on the supplemental life and AD&D for active employees. See attachments for the current census, volume and rates and reduction schedule and plan summaries that include the reduction schedule.

CIGNA is matching the above benefits.

2.3 A full time active employee is eligible for coverage if they work a minimum of 20 hours a week in a benefited position. This is guarantee issue for active employees.

CIGNA is matching the above benefits.

3.0 DEPENDENT LIFE AND SPOUSE LIFE (PACKAGE 1)

3.1 An active employee may choose optional life coverage for their dependents (legal spouse and children up to age 26). See attached rates for dependent and spouse optional life.

CIGNA is matching the above benefits with the exception to the child age which will be 25.

3.2 Currently, it is not necessary to purchase employee life coverage in order to purchase dependent life coverage. This is guarantee issue. No AD&D coverage on dependents.

Confirmed.

3.3 The base benefit for this coverage is currently:

3.3.1 Basic Dependent Life currently has one inclusive rate of $1.54/month for the following types of coverage.

3.3.1.1 $10,000 spouse

3.3.1.2 Child $5,000 (6 months to age 26)

3.3.1.3 Infant $1,000 (14 days to 6 months)

CIGNA is matching the above benefits.

3.4 Additional Optional Spouse Life is currently age rated on age of spouse October 1st of each year.

3.4.1 $10,000

3.4.2 $20,000

CIGNA is matching the above benefits.

4.0 RETIREE LIFE (PACKAGE 1)

4.1 The current retiree and retiree spouse voluntary life product is divided into coverage for ages 70 or less, and, coverage for ages 71 and over. There are separate benefits and rates for these two categories. Spouse must be covered at the time of retirement to be eligible for coverage.

CIGNA is matching the above benefits.

4.2 The rate is currently determined by the age of the retiree not the spouse.

Confirmed.

4.3 No reduction schedule exists on retiree life products, other than the reduction at the time change of category to the over 71 applies.

Confirmed.

4.4 The benefits are currently as follows:

4.4.1 Age 70 or less: Retiree

Basic Benefit $15,000 guarantee issue, with an optional buy up option of $10,000 that requires underwriting based on an evidence of insurability form, submitted directly by the retiree.

4.4.2 Age 70 or less: Retiree Spouse

Basic Benefit is $7,500 guarantee issue, with an optional buy-up option of $5,000 that requires underwriting based on an evidence of insurability form submitted directly by the retiree.

4.4.3 Age 71 or over: Retiree

Basic Benefit $5,000 no buy-up option currently available.

4.4.4 Age 71or over: Retiree Spouse

Basic Benefit $2,500 no buy-up option currently available.

NOTE: Basic coverage amount decreases and optional buy-up amounts terminate at age 71.

CIGNA is matching the above benefits.

4.5 NOTE: The County is interested in increasing the coverage amount, or implementing a buy-up option for Age 71 and over retirees. Please respond with a buy-up option for this age group and the pricing.

We are not providing a buy up option for this retiree group at this time.

5.0 REDUCTION SCHEDULE FOR ACTIVE'S LIFE

5.1 The Proposer must indicate the reduction schedule that applies to active working employees, if any. The Reduction Schedule must not apply to the retiree and retiree spouse coverage.

Confirmed.

5.2 In the current policy, the reduction schedule for active employees is:

When you reach age 70	Benefit reduces to 65%
When you reach age 75	Benefit reduces to 45%
When you reach age 80	Benefit reduces to 30%
When you reach age 85	Benefit reduces to 15%

CIGNA is matching the above reduction schedule.

6.0 ADDITIONAL BENEFITS FOR ALL LIFE

6.1 Also included in the County's current supplemental life and AD&D coverage are the following benefits:

- **Accelerated Benefit**
- **Conversion**
- **Work Life Assistance Program**
- **Repatriation Benefit**
- **Seatbelt and airbag benefit**
- **Education Benefit**

Proposer must indicate if these coverages are included in the proposal and provide details. (See attachment #1 for Plan details).

Accelerated Benefit

CIGNA offers an employer-selected feature called terminal illness. This feature helps insureds cope with medical costs and household expenses during a terminal illness. This benefit pays the lower of 80% of the in-force death benefit, or $250,000 to any insured that is diagnosed with a terminal illness and is expected to live twelve months or less.

Terminal illness can be included in any employer or employee paid group term life insurance plan. The terminal illness benefit takes effect on the later of the date the group life policy takes effect, or the date the benefit is added. Pre-existing condition limitations do not apply, and all insureds (employees and spouses) are eligible regardless of age. Benefits are payable only once and reduce the death benefit. Payment of this benefit also terminates automatic coverage increases, if such a provision applies.

Conversion

All of CIGNA's standard group life insurance products include a conversion privilege.

Conversion allows an insured employee to elect individual whole life coverage should their group coverage end for any reason except failure to pay

premiums. The amount converted cannot be greater than the amount in force under the group contract. Premiums depend on the insured's age at the time of issuance.

If the policy is terminated, amended to terminate a particular class of employees, or if the employer cancels participation in the policy, conversion is available only to employees who have been covered under the group policy for at least three years. In that event, the amount that can be converted is limited to the amount of group coverage in force or $10,000, whichever is less. Certain parameters may vary by state. CIGNA will administer the conversion process in accordance with all applicable state regulations.

Individuals must apply for conversion within 31 days of the date their group coverage ends. If an insured dies during this 31 day period, his or her beneficiaries will receive a benefit equal to that which could have been converted, even if the employee did not apply for conversion.

Benefit options or riders other than pure life insurance, such as waiver of premium or accidental death and dismemberment (AD&D), are not available under the converted policy.

Repatriation

CIGNA's Secure Travel® program is a valuable benefit available to employees who are covered under CIGNA's accident plans and is included at no additional cost to the employer. The program offers comprehensive protection when traveling 100 miles or more from your home, including domestic travel, as well as coverage anywhere in the world. CIGNA Secure Travel® features include:

Emergency Medical Services

A key strength to our program is that CIGNA does not place coverage limits on these services.

- **Medical Evacuation** - If the covered individual experiences a medical emergency while traveling, we will provide transportation to the nearest hospital or medical facility where appropriate care can be given.
- **Travel Arrangements** - We will arrange and pay for the return of dependents or traveling companions, as well as roundtrip transportation for a family member or loved one to be at the insured's bedside.
- **Repatriation** - In the event of a fatality, we will arrange for and cover the cost of transporting the remains back to family members.
- **Medical Referrals** - We will put covered the individual in contact with local physicians, dentists, and medical treatment centers in the event of an accident or illness while traveling. We will also arrange for the first $5,000 of medical payments with confirmation of reimbursement.

- **Prescription Services** – We will provide assistance with refilling a prescription that has been lost, stolen, or depleted.

Emergency Travel Services

- cash advances
- assistance with travel arrangements
- emergency message relay
- assistance with lost or stolen items
- legal referrals
- translation and interpretation assistance

Pre-trip Planning

- immunization requirements
- visa and passport requirements
- foreign exchange rates
- embassy/consular referrals
- weather conditions
- cultural information

Seatbelt and Airbag Benefit

Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and riding in a private passenger automobile.

If seatbelt benefit is payable, an additional benefit is provided if Covered Person was also positioned in a seat protected by a properly –functioning and properly deployed Supplemental Restraint System Airbag.

Seatbelt: Additional 10% of the principal sum to a maximum of $10,000.

7.0 CONVERSION FOR ALL LIFE

Proposer must include details of the conversion provision in the policy. Please specify the procedures involved in applying for conversion, and the responsibilities of the employer.

As previous stated, all of CIGNA's standard group life insurance products include a conversion privilege.

Conversion allows an insured employee to elect individual whole life coverage should their group coverage end for any reason except failure to pay premiums. The amount converted cannot be greater than the amount in force under the group contract. Premiums depend on the insured's age at the time of issuance.

If the policy is terminated, amended to terminate a particular class of employees, or if the employer cancels participation in the policy, conversion is available only to employees who have been covered under the group policy for at least three years. In that event, the amount that can be converted is limited to the amount of group coverage in force or $10,000, whichever is less. Certain parameters may vary by state. CIGNA will administer the conversion process in accordance with all applicable state regulations.

Individuals must apply for conversion within 31 days of the date their group coverage ends. If an insured dies during this 31 day period, his or her beneficiaries will receive a benefit equal to that which could have been converted, even if the employee did not apply for conversion.

Benefit options or riders other than pure life insurance, such as waiver of premium or accidental death and dismemberment (AD&D), are not available under the converted policy.

Employer Responsibilities

The employer is responsible for informing their employees of conversion privileges. We provide the employer with a supply of 'Notice of Right to Convert' materials, intended to be included in employee exit packages.

When your plan is fully administered by CIGNA, we can send conversion notices to eligible employees who are no longer employed or have had an employment status change that results in loss of eligibility for coverage.

8.0 WAIVER OF PREMIUM PROVISION FOR LIFE

The current policy does not include a waiver of premium provision for the term life and the AD&D.

CIGNA is offering 12 month continuation similar to inforce plan.

9.0 EMPLOYEE SHORT TERM DISABILITY (PACKAGE 1) The current short term disability coverage is shown in Part II Specific Requirements as it relates to eligibility, guaranteed issuance, weekly benefit amount, definition of disability, elimination period, benefit duration and pre-existing exclusion. See exclusions and other information on STD in attached plan highlights.

9.1 TAXATION: Benefits are not taxable, as this benefit is paid with post tax dollars.

CIGNA has matched the above package.

10.0 EMPLOYEE LONG TERM DISABILITY (PACKAGE 1) The current long term disability coverage is shown in Part II Specific Requirements as it relates to eligibility, guaranteed issuance, weekly benefit amount, definition of disability, elimination period, benefit duration and pre-existing exclusion. See exclusions and other information on LTD in attached plan highlights.

10.1 TAXATION: Benefits are not taxable, as this benefit is paid with post tax dollars.

CIGNA has matched the above package.

10.2 Various other benefits are included in the current LTD coverage. Proposer must indicate if these coverages are included in the proposal and provide details. (See attachment #1 for Plan details). These other benefits include:

10.2.1 Disability Plus- 20% of monthly earnings to a maximum benefit of the lesser of the LTD plan maximum monthly benefit OR $5,000.

The Disability Plus benefit has been matched.

10.2.2 Partial disability- where the employee can return to work part time and still receive a partial benefit.

We treat partial disabilities the same way we treat residual disabilities. Residually disabled individuals are those who are able to return to work for compensation while meeting the plan's definition of disability. Claimants receive benefits designed to encourage return to work, without jeopardizing benefits, should their efforts prove unsuccessful. Under CIGNA's plan, claimants are able to receive full disability benefits until income from all sources reaches 100 percent of indexed basic monthly earnings for the first two years.

By providing partial or residual earnings to offset a portion of the LTD benefits being paid, our results show 20 percent of our LTD claimants return to work in some capacity, versus the industry average of only 7 percent.

10.2.3 Survivor benefit- lump sum benefit equal to 3 months of gross disability payments.

We are matching the inforce survivor benefit.

10.2.4 Rehabilitation and Return to work Assistance- assists the employee in returning to work with a custom plan designed specifically for that employee.

Our vocational rehabilitation counselors manage rehabilitation services and return-to-work planning, working in conjunction with the claim manager and nurse case manager to determine if physical therapy or other treatment methods may be utilized to improve functional capacity. The vocational rehabilitation counselor also determines which rehabilitation services are appropriate given the employee's medical restrictions and overall progress.

Partnering with the employee's supervisor and the treating physician, a return-to-work plan is developed that can include a return to the same job, a modified job, or a different job with the current employer using transferable skills. When these options are not available, the vocational rehabilitation counselor examines job prospects with another employer in either the same job, modified job, or a new job using transferable skills, or may recommend self-employment. Retraining may include on-the-job training, a vocational-technical course, or a formal educational program.

The vocational rehabilitation counselor uses a number of tools to establish a dynamic rehabilitation plan, which changes according to the employee's ongoing progress and needs. Tools utilized include: vocational analyses, labor market surveys and functional capacity evaluations and independent medical examinations (IMEs).

On more complex claims, we may use:

- CIGNA behavioral health for employee assistance programs, psychiatric modalities, and evaluation of treatment plans

Additional services that may be provided include:

- vocational assessment, testing, counseling or job placement, provided by private vocational rehabilitation counselors
- résumé development, job search skills training, and techniques for conducting effective interviews provided by executive recruiters and business consultants
- additional funding for education, equipment, or supplies provided by state agencies or state vocational rehabilitation programs
- coordination with the workers' compensation carrier if the employee was injured on the job

10.2.5 If the employee is participating in the Rehabilitation and Return to Work program, the Insurer pays an additional 10% of the employee's gross disability payment to a maximum of $1,000/mo. In addition the Insurer makes monthly payments for 3 months following the date disability ends, and the employee is not able to find employment.

We are quoting are standard return to work provision which is not specific to benefits.

10.2.6 Dependent care expense benefit- if the employee is participating in the "rehabilitation and return to work program" the Insurer pays a dependent care expense benefit when the employee is disabled, and:

10.2.6.1 Incurs expenses to provide care to a child under 15;

10.2.6.2 And/or starts incurring expenses to provide care to a child age 15 or older, or a family member who needs personal care assistance.

We are matching the inforce benefit.

11.0 EMPLOYEE AND FAMILY AD&D (SEPARATE FROM AND IN ADDITION TO ABOVE COVERAGE (PACKAGE 2)

The current employee and family AD&D coverage is shown in Part II Specific Requirements as it relates.

CIGNA is matching the above package.

12.0 PROPOSER QUESTIONNAIRE: Please respond to all the questions listed below. Submit with your proposal.

1. Please indicate the full name of your company and the current AM best rating.

The Life Insurance Company of North America (LINA), a CIGNA company. LINA currently has an AM Best rating of "A".

2. Please indicate the name and title of the key persons that will be responsible for handling this account. Please provide a short summary of their experience in this field and what their responsibilities would be in the management of this account.

Pre-Sale

Jonathan Sheedy, Sales Representative, will be your contact during the sales process. Jonathan is located in our Houston sales office and joined CIGNA in 2007. He is a graduate of the Southwest Texas State University with a Bachelors degree in Business with a major in Finance. Prior to joining CIGNA Jonathan worked with MetLife and Sun Life and brings with him five years of industry experience.

Post- Sale

We assign your designated account management team to the account at the point we are named a finalist. This enables us to effectively manage caseloads and ensures our customers receive the high quality service they deserve. We will be pleased to provide you with the names of these individuals and a detailed biography at that point in time.

Your account is assigned to a specialized implementation coordinator, an account manager who serves as your field-based consultative resource, and an account service representative who provides your day-to-day support.

Working in conjunction with your sales representative and account management team, your implementation coordinator takes the lead to ensure the products and services you have purchased are accurate, consistent with your contract, and set up on time. Your implementation coordinator:

- develops the implementation schedule and clarifies roles/responsibilities and processes
- discusses the employee communications strategy and confirms the eligibility process
- verifies that the set-up tasks are completed and delivers the policy, certificates, and enrollment materials

As the implementation of your account nears completion, your account manager assumes primary responsibility for your CIGNA relationship and works with you throughout the year to make sure your plan runs smoothly. Your account manager also closely coordinates with your account service representative to make any necessary adjustments and helps with benefit plan set-up as needed.

Your account service representative is the point person for day-to-day activities such as inquires about billing, reporting, and our online tools. You can reach your account service representative by phone, voicemail, or email and receive immediate assistance when you need it.

Experience

Account Manager

All CIGNA account managers are experts on our products, the financial impact of benefits for your company, and the level of service you and your employees need. All our account managers have their bachelor's degree or a minimum of five years experience in a similar role, and are life and health agent licensed professionals.

We provide new account managers with structured, on-the-job experience that takes place in our field sales office and includes role-play; self-study; manager coaching and feedback; and job shadowing of experienced account managers.

Account Service Representative

CIGNA's account service representatives (ASR) have all earned college degrees or possess equivalent experience. Our initial on-site training program lasts approximately 12 weeks and provides the ASR with a thorough understanding of CIGNA policies and procedures; customer service expectations; and metrics and other position-related information. ASRs fully support the client's designated account manager and are trained on the client's benefit programs to ensure the highest level of quality customer service.

Implementation Manager

Our implementation coordinators have the following credentials:

- college degrees or equivalent work experience
- exemplary customer service skills
- excellent written and verbal communication skills to effectively communicate with clients, brokers and internal business partners;
- thorough knowledge of contract language for life, accident, and disability insurance products
- understanding of CIGNA's administrative processes and claim procedures
- understanding of CIGNA's internal functional areas

CIGNA's implementation coordinators have an average of 10 years of experience working with accounts varying in size, complexity, and service requirements.

3. Please indicate where the staff in question 2 is located.

Jonathan Sheedy is located in our Houston, TX sales office. You're designated account manager and implementation coordinator will be regionally located to Travis County, while you're designated account service representative is located in Bethlehem, PA.

4. Will you have a local representative on the team for Travis County?

Yes, you're designated account manager and implementation coordinator will be regionally located to Travis County.

5. Would the local representative be available every Monday to attend the County new employee orientation, and present the policy information?

Yes, Oma and Linda Claunch will be available every Monday to attend the County new employee orientation and present the policy information. If Oma or Linda Claunch are unable to attend these meetings, either Arbye Curtis, your Account Manager, or Jonathan Sheedy, your Sales Representative will be there to fill in during these times.

6. Do you anticipate being involved in an acquisition or merger in the next 12 months?

Proprietary and confidentiality concerns preclude any comment on planned activity, if any. However, CIGNA would take steps to ensure the continued, uninterrupted service to the individuals we serve should a merger, acquisition, or reorganization occur.

7. Please provide 4 references of entities that are similar to Travis County in size and that you provide coverage similar in nature to what is being requested. Please include contact information including a name and a phone number.

8. What customer service capability do you have?

The employer and their employees will receive quality customer service at the following locations:

National Intake Center

CIGNA's national intake center is located at our CIGNA Pointe service center in Plano, Texas, and has extended hours of operation from 7:00 a.m. to 7:00 p.m. (CST) Monday through Friday to readily accommodate various geographical client and employee locations.

Experienced claim intake specialists handle all life, AD&D, and disability insurance claims whether submitted telephonically, by fax, Internet, email, or regular mail.

Disability

During a telephonic disability insurance claim submission (our preferred method of intake), the intake specialist conducts an in-depth interview with the claimant to gather important information to help expedite the claim process. The intake specialist also answers basic questions, explains the next steps in the claim process, and sets a preliminary return-to-work date.

Life and AD&D

When the claim is submitted telephonically by the employer the intake specialist conducts an interview to gather critical claim information including:

- employee demographics, including names, date of birth, Social Security number (SSN), and home mailing address
- date of hire
- last day worked
- effective date of insurance
- amount of basic life insurance
- date of death
- beneficiary information, including name, date of birth, Social Security number (SSN), and home mailing address

At the conclusion of the interview, we let the employer know the claim specialist will contact them if additional information is needed.

If the life or AD&D claim is filed telephonically by someone other than the employer (such as a spouse, family member, or funeral home staff), we refer him/her to our Pittsburgh claims office to file their claim.

Customer Service in the CIGNA Claim Office

Pittsburgh, Pennsylvania, Life and AD&D Claim Office

The employee, beneficiary, or employer can contact the claim office to obtain claim-related information once a claim has been filed. Our life and AD&D insurance claim office is available, toll-free, between the hours of 8:00 a.m. and 5:00 p.m. (EST) Monday through Friday. Our claim form includes our 800 number and the extension of the assigned claim specialist is provided on correspondence sent after claim receipt.

Plano, Texas, Regional Disability Claim Office

Our CIGNA Pointe service center in Plano, Texas, is open from 9:00 a.m. to 6:00 p.m. (EST) Monday through Friday. The designated disability claim manager responds to employee and employer questions on employer's benefit plan design and plan coverage as well as benefit questions including STD claim status questions:

- when benefits checks will be issued
- check amount
- length of the benefit period
- confirmation of receipt of information

The claim manager also responds to more complex STD and LTD inquiries.

Additional Customer Service

Primary Account Management

Each of our clients is assigned to an account manager who is regionally located and is a product, plan design, and financial expert. Your account manager is focused on meeting your strategic and financial program objectives and works with you to review plan status, provide plan enhancement suggestions, and implement requested plan changes.

Day-to-Day Account Management

Additional client customer service is provided at our Lehigh Valley Service Center located in Bethlehem, Pennsylvania, with hours of operation from 8:00 a.m. to 8:00 p.m. (EST) Monday through Friday. This service center is staffed with CIGNA account service representatives who support your account manager and are dedicated to providing you with professional account service and immediate responses to inquiries regarding:

- premium remittance and administration
- plan forms and materials
- disability benefit tax reporting
- claims process inquiries

- application and medical underwriting processing
- policies and contracts

Every CIGNA account service representative is fully trained on CIGNA's life, AD&D, and disability insurance products and services. Our customer service professionals have a thorough understanding of your employee benefit plans and act as an extension of your human resources/benefit administrator resources.

9. How will County HRMD staff access customer service at the time of filing a claim or in case of an issue?

As detailed above, Travis County can contact the claim office to obtain claim-related information once a claim has been filed.

CIGNA provides your account manager with a blackberry device which has both phone and email capabilities. Your account manager will provide you with his or her cellular phone number and email address at the initial implementation meeting.

10. Is claim status etc. available to County staff online? Reporting?

Disability

CIGNA offers single log-on access to comprehensive online claim reporting tools to help our customers make informed decisions. Through these tools employers are able to evaluate results and identify actionable strategies to reduce incidence, durations, and the impact to their bottom line. Available at CIGNAaccess.com:

Disability Operational Reports

- on-demand, online access to claim information when employers want it, how they want it
- includes claim status reports, claim intake reports, an individual claimant information search tool, and an ad hoc report builder
- Provides access to historical reports and information
- features sort and filter tools to create a custom reusable view of the reports

Disability Analytical Reports

- on-demand access to the employer's STD and LTD claims experience
- includes normative data based on CIGNA's book of business, which enables employers to compare the employer's experience against our data to see how their program is running compared to companies with similar plan designs
- includes up to four years of claim experience with year over year comparisons, for quick identification of trends

Life & AD&D

Online claim status reports are currently unavailable; however your designated account manager can provide reports on demand.

11. Please explain the claim filing procedure for a life claim.

The initial notification of life and accident claims can be submitted telephonically, via the internet, by mail or fax.

During the internet or telephonic claim intake process the employer/administrator provides eligibility and beneficiary information and supporting documentation, such as:

- a certified copy of the death certificate
- a physician's statement (for other losses)
- original enrollment card or benefit election form
- all absolute assignment forms
- all change of beneficiary forms
- any applicable estate papers
- any applicable accident reports or medical records

If all necessary information is not provided, the claim office will generate an acknowledgement packet to send to the beneficiary or insured. The beneficiary or insured will complete their portion of the claim form and will send the information back to our Pittsburgh, Pennsylvania, claim office, including the appropriate supporting documentation.

If no additional information is needed, the claim office will begin their review and notify the insured or beneficiary of the claim decision.

12. What is your average turn around time for payment of a life claim?

We strive to provide the best service in the industry and the highest level of customer satisfaction. We have consistently met or surpassed our goals. Our standard for claim processing turnaround time is to approve or deny benefits on 95 percent of all life claims within 10 business days of receiving all required information.

In 2010, 99 percent of life claims decisions were made within 10 days of receiving all required information.

13. Is assignment of benefits available so that part of a beneficiary's payment can be assigned, for example to a funeral home? What is the procedure for that process?

Our beneficiary payment method is as follows:

Through our comprehensive CIGNAssurance® beneficiary program, life and personal accident benefit payments over $5,000 are automatically deposited into an interest bearing account with check writing privileges that is cleared through State Street Bank.

A book of drafts is provided to the beneficiary, who is able to write an unlimited number of drafts, at any time, until the account is cleared. Interest is compounded daily, credited monthly and begins to accrue when the claim is paid. The account earns competitive interest comparable to a money market checking account. Statements are provided on a quarterly basis. Additionally, there are no maintenance charges or penalties for withdrawals.

Beneficiary settlements of less than $5,000 are paid in a lump sum.

The beneficiary is able to use this settlement for any reason including funeral costs.

14. Please provide a sample of forms that are required at the time of claim.

Sample claim forms have been provided on CD attached within your proposal binder.

15. Can claims be submitted by fax, or online, or must they be mailed. Specify if life, disability or AD&D.

Yes. We offer a variety of claim reporting options for all claims at no additional cost to our customers. They include:

- toll-free telephone (preferred)
- web-based, 24 hours a day, 7 days a week access via CIGNA.com (preferred)
- email
- paper (mail or fax)

16. Do you require originals or accept copies or faxes of death certificates?

We will process the claim with a faxed copy of the death certificate, so long as there are no fraud indicators. We will request a certified copy from the beneficiary for completion of our records.

17. Please provide detailed procedures required of employer for remitting payment, filing a claim, and any other required duties of employer.

Disability

In a self-administered plan, the employer distributes materials, communicates the process for filing a claim, and assists us in verifying eligibility, either

through an employer verification form, or through an eligibility file feed. When we are notified of a claim, and a file feed is not in place, we may ask for additional information regarding employment status and history, salary history, premium contribution and history, physical demands of the job/job description, and any supplementary enrollment forms or beneficiary designations. When an employee has reached a level of functional capacity that allows them to return to work, we will coordinate this effort with the employer.

To help Travis County communicate with employees on disability, CIGNA provides our Manager's Disability Toolkit℠. This easy-to-use, web-based tool provides a practical guide to managing each phase of a disability absence from the initial report through return to work and every step in between. A link is emailed to your designated contact at intake and provides consistency during the claim management process. The toolkit provides many features including but not limited to:

- communication do's and don'ts
- sample scripts for speaking with the employee
- what to expect from your CIGNA disability claim manager
- information on FMLA
- suggestions for return-to-work

Life & AD&D

Although we will perform the majority of the administration requirements, there are a limited number of administrative duties required of the employer. Responsibilities include taking the deduction and remitting of premiums to CIGNA; providing employees' current employment status and updated salary information; and providing eligibility data to support enrollment, beneficiary administration, and portability/conversion notice distribution.

Our rates include all charges and costs associated with the implementation, communication, enrollment, and ongoing administration of your program.

NOTE: PARTS II, III, AND IV, ALONG WITH THE CONTRACTOR'S PROPOSAL, AND ANY DEVIATION TO WHICH TRAVIS COUNTY HAS AGREED, IN WRITING, WILL BECOME THE CONTRACT.

State insurance laws require that the policy of insurance be written on state insurance department approved forms and contain the entire contract. If awarded the business, we will issue policies on state approved forms that reflect the substantive terms stated in our proposal. While provisions of our proposal will be reflected, where appropriate, in the policy or in other related agreements, we cannot agree to incorporate our proposal in its entirety into the contract.

1.0 GENERAL REQUIREMENTS:

1.1 Travis County is seeking proposals to provide the following optional coverage's available on a 100% voluntary basis, all to be effective October 1, 2011:

1.1.1 Supplemental Term Life and Accidental Death & Dismemberment (AD&D) for the employees of Travis County,

1.1.2 Dependent Life and additional Spouse life Insurance for the employees of Travis County (legal spouse and children up to age 26)

1.1.3 Retiree Life Insurance for the Retirees of Travis County

1.1.4 Short Term Disability

1.1.5 Long Term Disability

1.1.6 Employee and dependant AD&D

Confirmed.

2.0 SUPPLEMENTAL LIFE AND AD&D FOR ACTIVE EMPLOYEES AND THEIR DEPENDENTS, AND RETIREES AND THEIR DEPENDENTS

ACTIVE EMPLOYEES

2.1 Supplemental Life and AD&D coverage must be offered in at least $25,000 increments up to at least a maximum of $250,000 or four times an employee annual salary (rounded up to nearest multiple of $25,000.

The above benefits have been matched.

2.2 AD&D must be in a matching amount to the life amounts chosen.

Confirmed.

2.3 New Hires must have the ability to select any amount (within the above guidelines) at their initial enrollment. At open enrollment each subsequent year an employee must be able to increase their coverage by one $25,000 increment with no underwriting. There cannot be a reduction schedule on the supplemental life and AD&D for active employees.

During approved enrollment periods, we require evidence of insurability (EOI) only for amounts that exceed the guaranteed issue amount. We require EOI for all coverage amounts requested outside of initial enrollment period, or within 31 days of becoming eligible for coverage, if eligibility does not coincide with an enrollment period.

2.4 A full time active employee must be eligible for coverage if the employee works a minimum of 20 hours a week in a benefited position.

Confirmed.

3.0 DEPENDENT LIFE AND SPOUSE LIFE

3.1 An active employee must be able to choose optional life coverage for their dependents (legal spouse and children up to age 26).

Confirmed.

3.2 Supplemental employee life coverage must not be required to purchase dependent life coverage. No AD&D coverage applies on dependents.

Confirmed.

3.3 The base benefit for this coverage must be at least:

3.3.1 Basic Dependent Life

3.3.1.1 $10,000 spouse

3.3.1.2 Child $5,000 (6 months to age 26)

3.3.1.3 Infant $1,000 (14 days to 6 months)

The above benefits have been matched.

3.4 Additional Optional Spouse Life must be at least available in the following amounts.

3.4.1 $10,000

3.4.2 $20,000

The above benefits have been matched.

3.5 Spouses that are also current active County employees must not be eligible to be covered as dependents

Noted.

4.0 RETIREE LIFE

4.1 The retiree and retiree spouse voluntary life coverage may be is divided into coverage for ages 70 or less, and coverage for ages 71 and over with separate benefits and age based rates determined by the age of the retiree for these two categories.

The above benefits have been matched.

4.2 Spouse must be covered at the time of retirement to be eligible for coverage.

Confirmed.

4.3 There must not be a reduction schedule on retiree life coverage, other than reducing to the over 71 amount at that age.

Confirmed.

4.4 The benefits must be at least:

4.4.1 Age 70 or less: Retiree

Basic Benefit $15,000 guarantee issue, with a buy up option of $10,000 that requires underwriting based on an evidence of insurability form, submitted directly by the retiree.

The above benefit has been matched.

4.4.2 Age 70 or less: Retiree Spouse

Basic Benefit is $7,500 guarantee issue, with a buy-up option of $5,000 that requires underwriting based on an evidence of insurability form submitted directly by the retiree.

The above benefit has been matched.

4.4.3 Age 71 or over: Retiree

Basic Benefit $5,000.

The above benefit has been matched.

4.4.4 Age 71or over: Retiree Spouse

Basic Benefit $2,500

The above benefit has been matched.

5.0 PORTABILITY

5.1 The supplemental life, AD&D and dependent life coverage for actives must have a portability feature, available at the time of termination or retirement with the right to increase coverage and add dependents at any time with evidence of insurability in accordance with company policy. Experience of personnel taking portable coverage must not be included in the Travis County experience.

Confirmed.

5.2 Acceptance of portability coverage by Contractor must be acknowledged to Insured at time of application, not at time of claim.

Confirmed.

6.0 EMPLOYEE SHORT TERM DISABILITY: The short term disability coverage must include at least the following or equivalent features:

6.1 ELIGIBILITY: Active employee working a minimum of 20 hours per week

Confirmed.

6.1 GUARANTEED ISSUANCE: New employees/new hires must elect coverage within their initial eligibility period. If they do not elect coverage within this period, they can only elect coverage during annual open enrollment or within 31 days of a qualifying family change in status. No medical underwriting is required.

During an approved open enrollment period, applications for disability insurance coverage are not medically underwritten and evidence of insurability (EOI) is not required.

6.3 WEEKLY BENEFITS AMOUNT: 60% of your weekly earnings to a maximum of $1500/week.

The above benefit has been matched.

6.4 DEFINITION OF DISABILITY:

6.4.1 Disability occurs when a carrier determines that the employee:

6.4.1.1 is limited from performing the material and substantial duties of his or her regular occupation due to sickness or injury; and

6.4.1.2 has a 20% or more loss in weekly earnings due to that sickness or injury.

We consider an employee disabled if, solely because of injury or sickness, he or she is unable to perform all the material duties of his or her regular occupation and, solely due to injury or sickness, he or she is unable to earn more than 80% percent of his or her indexed covered earnings from working in his or her regular occupation.

6.4.2 The loss of a professional or occupational license or certification does not, in itself, constitute disability.

Confirmed.

6.4.3 Employee may be required to be examined by a physician, other medical practitioner and/or vocational expert of insurer's choice. Insurer pays for this examination.

Confirmed.

6.4.4 Insurer can require an examination as often as it is reasonable to do so.

Confirmed.

6.4.5 Insurer may also require employee to be interviewed by its authorized Representative.

Confirmed.

6.4.6 This definition of disability that allows an employee to try to partially return to work after the elimination period.

Confirmed.

6.5 ELIMINATION PERIOD: Fourteen (14) day elimination period due to disability. Benefits begin the day after the elimination period is completed.

Confirmed.

6.6 BENEFIT DURATION: Up to a 13 week benefit period.

6.7 PRE-EXISTING CONDITIONS EXCLUSION: 3/12

Confirmed.

7.0 EMPLOYEE LONG TERM DISABILITY The long term disability coverage must include at least the following or equivalent features:

7.1 ELIGIBILITY: Active employee working a minimum of 20 hours per week.

Confirmed.

7.2 GUARANTEE ISSUE: New employees/new hires must elect coverage within their initial eligibility period. If coverage is not elected within this period, coverage can only be elected during annual open enrollment or within 31 days of a qualifying family change in status. No medical underwriting is required.

During an approved open enrollment period, applications for disability insurance coverage are not medically underwritten and evidence of insurability (EOI) is not required.

7.3 WEEKLY BENEFITS AMOUNT: 60% of monthly earnings to a maximum of $6,000.

The above benefit has been matched.

7.4 DEFINITION OF DISABILITY:

7.4.1 The employee is disabled when an Insurer determines that the employee:

7.4.1.1 is limited from performing the material and substantial duties of your regular occupation due to your sickness or injury; and

7.4.1.2 has a 20% or more loss in your indexed monthly earnings due to the same sickness or injury.

7.4.1.3 After 24 months of payments, the employee is disabled when Insurer determines that due to the same sickness or injury, the employee is unable to perform the duties of any gainful occupation for which the employee is reasonably fitted by education, training or experience.

After disability benefits have been payable for 24 months an employee is disabled if solely due to injury or sickness he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience; and solely due to injury or sickness, unable to earn more than 80 percent of his or her indexed covered earnings.

7.4.2 The loss of a professional or occupational license or certification does not, in itself, constitute disability.

Confirmed.

7.4.3 Insurer may require the employee to be examined by a physician, other medical practitioner and/or vocational expert of its choice. Insurer pays for this examination. Carrier can require an examination as often as it is reasonable to do so.

Confirmed.

7.4.4 Carrier may also require you to be interviewed by an authorized carrier Representative.

Confirmed.

7.5 ELIMINATION PERIOD: 90 day elimination period from date of disability or when employee's short term disability payments end, if any. Benefits begin the day after the elimination period is completed.

Confirmed.

7.6 BENEFIT DURATION: Based on the age when disability occurs. Payable for the period during which you continue to meet the definition of disability up to the social security normal retirement age. If your disability occurs at or after age 62, benefits would be paid for a reduced period of time.

Confirmed.

7.7 PRE-EXISTING CONDITIONS EXCLUSION: 6/12/24

Confirmed.

8.0 EMPLOYEE AND FAMILY AD&D

8.1 The employee and family AD&D coverage must be separate from and in addition to the life and AD&D coverage described in 2.0 through 5.0 above and available to active employees working 20 or more hours a week. Employees can cover themselves or self and family.

Confirmed.

8.2 Coverage must be available in amounts from $25,000 up to$500,000 in units of $25,000 up to a maximum of 10x annual salary.

Confirmed.

8.3 Family member's coverage must be a percentage of the benefit amount selected. A reduction schedule is acceptable on this policy.

Confirmed.

8.4 Dependents age 70 or more need not be eligible, and if a covered dependent reaches age 70, coverage may end for that dependent.

Confirmed.

8.5 Dependent children must be eligible up to age 26.

Confirmed.

8.6 The full amount of Employee benefit must be determined by type of loss.

Confirmed.

8.7 The full amount of Spouse benefit must be 50% of full employee amount if there are one or more dependents. If there are no dependent children, the full amount of the Spouse benefit must be 60% of the full employee amount with a maximum of $300,000.

Confirmed.

8.8 The full amount of Child benefit must be 10% of full employee amount if there is a spouse; if there is no spouse, the full amount of Child benefit must be 15% with a maximum of $25,000.

Confirmed.

Table of Service Performance Measures

Client Name: Travis County

Policy Number:

Account Management

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
CIGNA guarantees that the account management services CIGNA provides in connection with the Plan will be satisfactory. Performance measurements will include: a. Acknowledge all telephone/e-mails from the Plan within one business day establishing a clear expectation for timely resolution of the request b. Communications (verbal & written) as well as face to face meetings with Plan are regular as defined by the plan and Account Manager c. Account Manager is consultative and solutions oriented utilizing knowledge of CIGNA's products & services to complement the Plan d. Concerns with the Plan are identified and addressed in a timely manner. e. Expert knowledge of the Plan including specific program requirements.	Customer Specific	Completion of the Standard Annual [Semi-Annual, Quarterly] Account Management Survey. A score of 'Satisfied' or better, as measured by an average of the designated members of the Client's staff is considered customer satisfaction.		5% of the total amount at risk The total amount payable during the Term of this Agreement for failure to meet Account Management performance standards shall not exceed $1,000.

Updated 9/20/12, 4:00 p.m.

Table of Service Performance Measures

Client Name: Travis County **Policy Number:**

Account Management - Continued

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
Renewal Management Provide the Plan with renewal notice [120, 150, or 180] days before each rate guarantee termination date. Complete renewal package justifying the proposed renewal action will be presented at that time.				5% of the total amount at risk The total amount payable during the Term of this Agreement for failure to meet Renewal Management performance standards shall not exceed $1,000.

Customer Service – Includes Disability, Life & FMLA Products

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
Average Speed to Answer: Calls will be answered in 30 seconds or less, based on an annual average and book of business.	Network Level based on all calls received in the Intake Center during the term of the agreement.			Average Speed of Answer: 5% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $1,000.
Abandonment Rate: Abandonment Rate will be 3.5% or less (based on an annual average).	Network Level based on all calls received in the Intake Center during the term of the agreement.	Abandonment rate reflects those callers that disconnect their call prior to being connected to a representative [1].		Abandonment Rate: 5% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $1,000.

Notes – Customer Service

1 Any call that abandons in 30 seconds or less (ASA Standard) will not be counted as an abandoned call since the caller did not give us the opportunity to answer the call within our standard.

Table of Service Performance Measures

Client Name: Travis County

Policy Number:

Customer Service – Includes Disability, Life & FMLA Products - Continued

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
Disability ***STD Decision Time*** For all STD claims received for the *Policy/Planholder* during the term of the agreement, initial decisions will be rendered within the following standards[1]: • 50% within 5 business days of receipt of claim. • 80% within 10 business days of receipt of claim.	**Customer Specific** Will be based on a report of all claims processed for the customer during the term of the agreement2.	Decision time will be measured as time from the date of initial submission of claim (telephone call, paper form, fax or e-mail), to the date of approval/ denial of claim.		10% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $2,000.
STD Payment Accuracy For all STD claims received in the Field Claim Office servicing the Policy/Planholder during the term of the agreement, 95% of claim dollars will be paid correctly.	**Field Claim Office** level based on random audit of all STD files processed in the claim office during the term.	Will be calculated as the total correct dollars minus the total dollars that were paid incorrectly, including overpayments and under payments, divided by the total correct dollars.		5% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $1,000.
STD Coding Accuracy For all STD claims received in the Field Claim Office servicing the Policy/Planholder during the term of the agreement, coding will be 95% correct.	**Field Claim Office** level based on random audit of all STD files processed in the claim office during the term.	Will be calculated by dividing the total correct coding items by the total number of coding items audited.		5% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $1,000.

Table of Service Performance Measures

Client Name: Travis County

Policy Number:

Customer Service – Includes Disability, Life & FMLA Products - Continued

Performance Standard	Basis of Measurement	Evaluation Method	Evaluation Period	Penalty Amount
LTD Decision Time For all LTD claims received for the *Policy/Planholder* initial decisions will be rendered within the following standards[3]: • 90% as of the LTD Benefit Start Date	**Customer Specific.** Will be based on a report of all claims processed for the customer during the term of the agreement.[4]	Date of decision will be considered the date the decision is reached and documented[5].		10% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $2,000. .
LTD Offset Management (Social Security) For LTD claims received for the *Policy/Planholder*, 95 % of all claimants who meet our referral criteria will be offered assistance with their initial Social Security application within 30 days of their Long Term Disability claim approval[6].	**Customer Specific.** Will be based on a report of all claims processed for the customer during the term of the agreement.	Performance will be evaluated by system generated report and validation.		10% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $2,000.
LTD Payment Accuracy For all LTD claims received in the Field Claim Office during the term of the agreement, 95% of claim dollars will be paid correctly.	**Field Claim Office** level based on random audit of all LTD files processed in the claim office during the term.	Will be calculated as the total correct dollars minus the total dollars that were paid incorrectly, including overpayments and under payments, divided by the total correct dollars.		5% of the overall PG dollars at risk. The total amount payable during the Term of this Agreement for failure to meet this performance standard shall not exceed $1,000.

Table of Service Performance Measures

Client Name: Travis County **Policy Number:**

Customer Service – Includes Disability, Life & FMLA Products - Continued

Notes – Disability

[1]Claims where employer information is not provided within 5 business days from receipt of claim will be excluded from Evaluation of Performance.
[2]This measurement is only measured and evaluated if a valid eligibility feed is in place. For statistical purposes, this penalty will not be paid unless claim volume exceeds threshold of 50 claims.
[3]LTD decision time standard will not apply if CIGNA has not received the associated STD claim within 60 days of the LTD Benefit Start Date.
[4]This measurement is only measured and evaluated if a valid eligibility feed is in place. For statistical purposes, this penalty will not be paid unless claim volume exceeds threshold of 50 claims.
[5]Payment or letter communicating adverse decision will be released within 48 hours of decision.
[6]Qualified Claimants will be those who meet all of the following criteria:

1 - As of the date of approval, are not expected to return to work within 9 months from the onset of disability.
2 - Are not within 6 months of Social Security full retirement age as of the Benefit Start Date.
3 - Are not making claim for disability based on a diagnosis of pregnancy.
4 - As of the Benefit Start Date, are not earning greater than the Social Security earnings threshold ($1000/month in 2010).

Attachment G-3

DISABILITY PROGRAM SUPPORT SERVICES FROM CIGNA

CIGNA's unique disability management model focuses on early identification and intervention, coupled with coordinated case management and extensive return-to-work support. CIGNA's disability plans have several competitive services at no cost and depending on workforce needs and budget requirements; employers can also choose to include valuable optional services.

Standard Services Provided at No Additional Cost	Insured STD	STD ASO w/ Check Cutting	STD ATP Durational	STD ATP Financial	Insured LTD	Comments
Flexible Claim Notification: *offers multiple methods to report claims, and the sooner claims are reported, the sooner employees return to work*						
Intake - telephonic with voice authorization, mail, web, and email	√	√	√	√	√	Verbal authorization enables quicker access to medical info and faster claim decisions
Expert Claims Management: *develops coordinated return-to-work efforts to help employees return to work quickly and safely*						
Medical/nurse case management	√	√	√	√	√	
Vocational Rehabilitation Services	√	√	√	√	√	Rehabilitation counselors develop personalized plans for individuals and recommend assistive equipment, as needed
Social Security assessment & assistance services	√				√	More than 98% of CIGNA's LTD claims are awarded SSDI benefits before the first 36 months of coverage has ended
Overpayment recovery services	√				√	
Comprehensive Tax-Related Services & Reports: *relieve administrative burden, save time and free up resources*						
Preparation of W2 statements for taxable disability benefit plans	√	√			√	
Employee FICA withholding & depositing	√	√			√	The employer self reports & self-pays employer FICA
Employer FICA Match (insurance)	Optional				√	Optional - requires an added cost
Comprehensive Claim Reporting: *helps employers make informed decisions and manage costs*						
Online disability claim summary and trend reports	√	√	√	√	√	Available to clients with 200 or more employees
Online client administrative reporting system (CARS)	√	√	√	√	√	
CIGNA Express®	√	√	√	√	√	Requires 5,000+ employees
Consultative reporting package	√	√	√	√	√	Requires 10,000+ employees
myCIGNA.com online employee tool	√	√	√	√	√	
Expert Client Support Services: *simplify administration and help with overall plan management*						
Client welcome package	√	√	√	√	√	
Account management and implementation services	√	√	√	√	√	
CIGNA's ADA Helpline	√	√	√	√	√	Expert ADA assistance/support
Online billing and payment	√	√	√	√	√	
Managers & Physicians Disability Toolkits℠	√	√	√	√	√	

Standard Services Provided at No Additional Cost	Insured STD	STD ASO w/ Check Cutting	STD ATP Durational	STD ATP Financial	Insured LTD	Comments
Value-Added Programs: ***help employees and their families maintain their health and well-being***						
CIGNA's Healthy Rewards®	√	√	√	√	√	Employee discounts of up to 60% on health/wellness services
CIGNA's Will Preparation Program	√	√	√	√	√	Employees save money by creating legal documents online
CIGNA's Disability & Healthcare Connect® (For clients with CIGNA disability and CIGNA health care): ***helps improve and maintain employee health, prevent and reduce costly medical and lost-time events***						
Early intervention based on medical condition	√	√	√	√	√	Employees have at least a 5% - and up to 37% - greater likelihood of returning to work as a result of CIGNA's integrated clinical activities
Disability & medical case management coordination	√	√	√	√	√	
Claim referrals to EAP, health advocacy and disease management	√	√	√	√	√	
Integrated activities report	√	√	√	√	√	
Optional Services Offered at an Additional Cost	**Insured STD**	**STD ASO w/ Check Cutting**	**STD ATP Durational**	**STD ATP Financial**	**Insured LTD**	**Comments**
Comprehensive FMLA/Leave Of Absence Administration (available to clients who have both STD and LTD): ***helps improve disability outcomes, track, manage and reduce employee absence for more efficient and compliant leave administration***						
Single point of intake	√	√	√	√	√	
Seamless integration with CIGNA's industry-leading disability management capabilities	√	√	√	√	√	
Customizable communications and real-time employer notifications	√	√	√	√	√	
Employer-dedicated leave managers and highly trained and experienced staff	√	√	√	√	√	
Clinical oversight of intermittent and family-related health absences	√	√	√	√	√	
Integrated operational and management summary reports	√	√	√	√	√	
Robust EAP Portfolio: ***offers industry-leading employee assistance programs which can help to reduce absences and improve productivity***						
CIGNA's Life Assistance Program℠					√	Accessing CIGNA's EAP services helped improve the work productivity of 94% of those employees who had productivity issues
Full Service EAP					√	
Comprehensive Tax-Related Services & Reports: ***relieve administrative burden, save time and free up resources***						
Employer FICA Reimbursement Service	√	√			√	
Employer FICA Match (insurance)	√					Standard on insured LTD

Other Helpful Services: ***offers solutions to relieve administrative burdens***						
Health & Welfare deductions	√	√			√	
Complex Claims management					√	Sold as an alternative to a traditional insured or self-insured STD program; requires CIGNA's insured LTD coverage
On-Site Disability Management					√	Available to clients with 10,000 or more employees
Return-to-Work Consulting Services	√	√	√	√	√	Available to clients with 10,000 or more employees
Integrated disability management and workers? compensation coordination	√	√	√	√	√	
California Voluntary Plan						Provides short term disability and paid family leave administrative services in lieu of the California State Disability Insurance (SDI) and Paid Family Leave Insurance plans provided by the state of California

Notes

- Where indicated above, optional services require an additional purchase by the client. This includes the ER FICA Match insurance offering available on insured STD;
- CIGNA's ADA Helpline is a free client resource staffed with trained professionals and provides access to other extensive support. Clients can call the toll-free at 800.435.7030, Monday through Friday, 9:00 am to 5:00 pm EST (excluding holidays)
- Some Healthy Rewards® programs are not available in all states. A discount program is not insurance, and the employee must pay entire discounted charge for any services accessed through the program;
- CIGNA's Social Security award rate is for employees identified as likely eligible for SSDI benefits and referred for SSDI claim application assistance;
- CIGNA's Disability & Healthcare Connect® return-to-work results are based on CIGNA's 2007 Integration Value Study, analyzing claim results of 40 customers with a total of 300,000 employees;
- The employee productivity improvement results for CIGNA's EAP Portfolio are based on a CIGNA 2009 EAP participant satisfaction telephonic survey.

CIGNA ADMINISTRATIVE SERVICES OVERVIEW

The following outlines services provided when Employer Administration or CIGNA Administration is elected. Please refer to the Proposal Voluntary Administrative Summary for the program being offered with the product(s) shown on the Schedule of Benefits Summary.

Service	EMPLOYER Administered Plan		CIGNA Administered Plan	
	What you will do	What CIGNA will do	What you will do*	What CIGNA will do
Employer Eligibility Information				
• Eligibility Feed (Full File Only)	√(1)		√	
Enrollment Event				
• Initial	√			√
• Ongoing	√			√
• Changes & Adjustments	√			√
Medical Underwriting Reporting to Employer				
• Paper - Weekly		√		N/A
• Online Reporting & Inquiry		√(2)		N/A
Billing & Reconciliation				
• Web based self-reporting of premium	√			N/A
• Calculate Premium Payable	√			√
• List Billing (Itemized Deductions and Product) - Paper, Electronic File & Web		N/A		√
Remittance				
• Consumer-level variance reporting	N/A		√	
• Policy Level Remittance	√		√	
Customer Service				
• Single 800 number		N/A		√
• Plan Detail Information	√			√
• Eligibility Verification	√			√
• Confirmation of Coverage	√			√
• Beneficiary Maintenance & Recordkeeping	√	√(2)		√
Consumer Administrative Changes				
• Address changes	√			√
• Dependent information updates	√			√
• Assignment Processing	√			√
Claim Processing				
• Verify Claim Eligibility	√			√
• Coordinate Waiver of Premium Claim	√			√
• Update billing, based upon claim status	√			√
Conversion/Portability Notices	√	√(2)		√

* While CIGNA manages the administration of your voluntary program, your ongoing endorsement and support of the program is essential to its success, specifically, in order to maximize both initial and ongoing employee participation. This support may come in the form of distributing enrollment materials, sponsoring enrollment meetings, providing materials to both current employees prior to enrollment, and to new employees to encourage their participation in the benefits program, as well as posting materials physically or electronically where your employees can access them easily. In addition, on an ongoing basis, you will need to provide information to CIGNA that will ensure accurate eligibility and billing.

(1) Eligibility feeds required if CIGNA providing portability and/or conversion service, beneficiary administration or online evidence of insurability services.

(2) For CIGNA to provide this service, you will be required to provide ongoing eligibility feeds.

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

AMENDMENT

Policyholder: Trustee of the Group Insurance Trust for Employers in the the Public Administration Industry

Subscriber: Travis County

Policy No.: OK 960892

This Amendment is attached to and made part of the Policy specified above. It is subject to all of the policy provisions that do not conflict with its provisions.

Effective October 1, 2011, Subscriber and We hereby agree that the Policy is amended as follows:

1. The attached form, TL-007152 (Modification of the Group Policy to Add Domestic Partner as an Eligible Dependent for Accident Insurance), is added to the Policy. It replaces any Domestic Partner provisions that may have been issued previously.

2. Effective October 1, 2011, the following rates will be in force for coverage under the Policy:

   Premium Rate:

	Voluntary Insurance
Employee Rate:	$0.02 per $1,000
Family Rate:	$0.035 per $1,000

   No change in rates will be made until 36 months after the effective date of this Amendment. However, the Company reserves the right to change the rates at any time during a period for which the rates are guaranteed if the conditions described in the Changes in Premium Rates provision under the Administrative Provisions section of the Policy apply.

Except for the above, this Amendment does not change the Policy in any way.

Life Insurance Company of North America

Matthew G. Manders, President

Date: July 28, 2011(revised April 20, 2012)

Amendment No. 03

GA-00-4000.00

Life Insurance Company of North America
a stock insurance company

Rider to Group Policy No. OK 960892
Effective Date of Rider: October 1, 2011

Eligible Classes to which this Rider applies: All Classes

MODIFICATION OF GROUP ACCIDENT POLICY
TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT
FOR ACCIDENT INSURANCE

The provisions of the Policy are modified as follows:

1. A. All references to the term "Spouse" are replaced with "Spouse or Domestic Partner", except for the following references:
   a. The definition of "Spouse" remains unchanged.
   b. Any reference to "lawful spouse", "legal spouse", "legal spouse" remains unchanged.
   c. The reference to "spouse" in the last paragraph of the section titled, "Beneficiary" under the Claim Provisions, remains unchanged.
   d. The item regarding when a Spouse's coverage will end in the paragraph titled, "Termination of Insurance" under the Eligibility and Effective Date Provisions, remains unchanged.

   B. In the paragraph titled, "Termination of Insurance" under the Eligibility and Effective Date Provisions, the following item regarding when a Domestic Partner's coverage will end is added:

   "6. with respect to a Domestic Partner, the date of the death of the covered Employee or the date such person no longer qualifies as a Domestic Partner, unless such person elects to continue insurance. See *Continuance of Insurance* section."

   C. Under the General Definitions, item number 3 in the last paragraph of the "Dependent Child(ren)" definition, is changed to:

   3. Stepchild who resides with the Employee, including a Domestic Partner's child who resides with and is financially dependent upon the Employee.

2. The following Domestic Partner definition is added to the General Definitions section of the Group Policy.

   Domestic Partner means a person of the same or opposite sex who meets all of the following criteria:

   a. Shares the covered Employee's permanent residence;
   b. Has resided with the covered Employee and is expected to continue to reside with the Employee;
   c. Is financially interdependent with the covered Employee and shares the common necessities of life with the Employee;
   d Has signed a domestic partner declaration with the covered Employee, if the covered Employee resides in a jurisdiction that provides for domestic partner declarations;
   e. Has not signed a domestic partner declaration with any other person within the last 12 months, if the Employee resides in a jurisdiction that provides for domestic partner declarations;
   f. Is no less than 18 years of age;
   g. Is not currently legally married to any other person; and
   h. Is not a blood relative any closer than would prohibit legal marriage.

In addition to the above requirements, consent of either party to the Domestic Partner relationship must not have been obtained by force, duress, or fraud, these have the same effects as on the validity of a marriage in Texas.

A covered Employee's Domestic Partner is eligible for Accident Insurance Benefits under the Policy on the later of the Employee's eligibility date or the date the person becomes the covered Employee's Domestic Partner and if all the following conditions are met.

a. The covered Employee has not been married to any person within the last 31 days.
b. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the covered Employee.
c. The covered Employee and Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify the Insurance Company if the requirements cease to be met, on a form acceptable to the Insurance Company.

3. To obtain insurance for a Domestic Partner, a covered Employee must request coverage in writing and agree to make any required premium contributions. Insurance will be effective for a Domestic Partner on the same date specified for a Spouse in the section titled "Effective Date for Individuals" under the Eligibility and Effective Date Provisions of the Policy.

The Principal Sum applicable to a Domestic Partner is the same Principal Sum applicable to a Spouse as shown in the Schedule of Benefits.

Benefits for a covered Domestic Partner will be paid in accordance with the Claim Provisions of the Policy.

Except for the above, this Rider does not change the Group Policy to which it is attached.

LIFE INSURANCE COMPANY OF NORTH AMERICA

Matthew G. Manders, President

TL-007152

Attachment G-4

CIGNA Group Insurance
Life · Accident · Disability

AGREEMENT
CONCERNING DESIGNATION OF BENEFICIARIES
USING ELECTRONIC SYSTEMS

Between	X Life Insurance Company of North America ☐ CIGNA Life Insurance Company of New York ("Company")
And	Travis County ("Employer")
Concerning	FLX964188, FLX964189, OK965800 and OK960892 ("Policies")
Effective	October 1, 2011

WHEREAS, Company has issued the Policies, to insure certain employees of Employer; and

WHEREAS, such employees have the right under the terms of the Policies to designate a beneficiary with respect to death proceeds; and

WHEREAS, Employer wishes to employ electronic systems, including web-based or telephone interactive voice response systems, to obtain and maintain records of employees' designation of beneficiaries; and

WHEREAS, the Policies provide that such electronic systems may be used to obtain and maintain records of employees' designation of beneficiaries, with Company's consent, or otherwise to maintain records of beneficiary designations;

IN CONSIDERATION OF the promises contained herein, the parties agree as follows.

1. Employer may obtain and maintain beneficiary designations using a web-based system, and/or an interactive voice response telephone system, subject to the requirements of this Agreement. Company agrees to Employer's use of such system(s) and agrees to recognize beneficiaries made pursuant to the system(s) as valid beneficiaries under the Policies. Company and Employer agree that beneficiary designations made under the Policies must be designated using such system(s), or in writing signed by the employee.

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2. Employer shall maintain suitable safeguards to assure that only authorized persons are permitted to access any electronic system for the purpose of designating beneficiaries. Employer represents and warrants that such system shall accept only designations made by authorized persons; and that, if required by the terms of the policy, that such designations will be deemed to be "in writing" and "signed," in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN). Company assumes no responsibility for the design or operation of such system.

3. Nothing herein contained shall be construed as preventing Company from exercising its discretion, in good faith, to determine who is entitled to benefits under the terms of the Policies and applicable law.

4. Employer shall maintain records of all beneficiary designations and shall provide such records to Company upon request.

5. This Agreement shall be effective on the Effective Date stated above, even if signed prior or subsequent thereto. This Agreement shall be applicable with respect to claims under the Policies on account of deaths occurring on or after the Effective Date.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this agreement.

LIFE INSURANCE COMPANY OF NORTH AMERICA

_____
("Employer")

Date_____

_____
By:
Title:

Attachment G-5

CIGNA Group Insurance
Life · Accident · Disability

ERISA COVERAGE WORKSHEET

Use this worksheet to determine whether a policy is issued in conjunction with ERISA. Where a policy is issued in conjunction with ERISA, the following will apply:

1. The insurance company will serve as the employer's named fiduciary for handling claims in accordance with ERISA regulations. The "Appointment of Claim Fiduciary" is required.

2. Certificates of insurance will be prepared with ERISA Summary Plan Description wording included.

3. Information will be provided for the ERISA Annual Report, Form 5500, Schedule A.

4. Claim-related correspondence will comply with ERISA requirements, including notification of rights granted by ERISA regulations.

Name of Policyholder: Travis County — Effective Date:

Life Policy No(s):	FLX-964188, FLX-964189	10/1/2011
Accident Policy No(s):	OK-965800	10/1/2011
Disability Policy No(s):	VDT-960953, VDT-960952	10/1/2011

In general, any group insurance policy issued to an employer to insure employees, or to a labor union to insure union members, is subject to ERISA. **All policies will be considered to be subject to ERISA unless one of the following exemptions applies.**

- ☐ The policy is not issued to insure employees of an employer, or members of a labor union.
- ☐ The policy is a statutory disability policy (e.g. Hawaii, New Jersey, New York).
- ■ The policyholder is a government employer (e.g. state, county, city, special services district, public school district, public hospital, state college or university).
- ☐ The policyholder is a church group (religious organization, or hospital, school, or college operated by a religious organization) which has not made an election under IRC Section 410(d) to be subject to ERISA.
- ☐ The plan is a short-term, uninsured salary continuance plan funded with general assets of the employer.
- ☐ The plan is voluntary, funded entirely with employee contributions, and is not enrolled or endorsed by the employer; employer participation is limited to permitting the insurance company to conduct enrollments, and handling payroll deductions.
- ☐ None of the above exemptions apply. The policy is issued as part of an ERISA-covered employee benefit plan. If this is the case, then the Policyholder should sign the next page, "Appointment of Claim Fiduciary," instead of this page.

_____ Implementation Coordinator

_____ Policyholder Representative

Attachment G-6

CIGNA Secure Travel®

EMERGENCY TRAVEL ASSISTANCE SERVICES

Services provided by Europ Assistance USA, Inc.

Subscriber: Travis County

Membership No.: 57

The following is a description of the Emergency Travel Assistance Services ("Services") provided by Europ Assistance USA, Inc. ("EA") through the CIGNA Secure Travel® program. The cost of these services is included within the premium for the Policy identified above. Services will be provided only while the Policy is in force and while the master agreement between EA and Life Insurance Company of North America ("Insurance Company") is in effect. The Insurance Company reserves the right to modify the scope or availability of services, or to terminate the master agreement between EA and the Insurance Company, upon written notice to the Subscriber. Subscriber ("Subscriber") is defined as a company that has purchased the CIGNA Secure Travel Program for its employees.

Covered Members – Employees of the Subscriber insured under the Policy, including any dependents insured under the Policy, shall be eligible for CIGNA Secure Travel® services, whenever traveling 100 miles or more from their permanent residence ("Covered Members"). Service will also be available for pre-trip information just prior to a trip meeting the above requirements.

Access To Services – To gain access to CIGNA Secure Travel® services, a Covered Member must contact EA.

Eligibility for Services- EA will verify eligibility via a roster provided by the Insurance Company. If the Subscriber is not listed in the roster, EA will verify with the Insurance Company's designated official that the Subscriber's employees are eligible for services. Once eligibility is verified, EA is authorized to provide services and the Covered Member shall be responsible for all third party costs incurred by EA in providing authorized services, with the exception of those costs incurred for the medical evacuation and repatriation services covered under the CIGNA Secure Travel program.

If contact is made outside of business hours, EA will render services but shall not be responsible for any claim, damage, loss, cost, liability or expense which arises in whole or in part as a result of EA's inability to contact the Insurance Company's designated company official for any reason beyond EA's control.

24 Hour Access – Covered Members will be able to reach EA's multilingual coordination center in Washington, D.C. toll-free by telephone, telex, and facsimile 24 hours a day, 365 days a year to confirm coverage and obtain access to the following services.

I. Informational Assistance

Prior to a trip, Covered Members can contact EA for up-to-date information on the following:

☐ **Inoculation and Visa Information** – Information concerning visa and inoculation requirements of the foreign countries in which members are traveling.

☐

☐ **Cultural Information** – Information concerning cultural and special events, if available, in the areas to which Covered Members are traveling.

☐

- ☐ **Temperature and Weather Information** – Weather forecasts and temperatures for major cities around the world as well as domestic and international ski reports for major ski areas.
- ☐
- ☐ **Embassy and Consular Referral** – Addresses and telephone numbers of the nearest American Consulate and Embassies, as appropriate.
- ☐
- ☐ **Foreign Exchange Rates** – Information on foreign exchange rates between the U.S. and most major currencies. These rates are updated on a daily basis. The rates may vary slightly from rates posted by local financial institutions and are meant as general guidelines.

II. Emergency Medical Assistance

EA is responsible for providing the emergency medical assistance services described in this section. The Insurance Company is responsible for the reimbursement of all costs associated with the following services to EA: emergency medical transport, return of dependent children/ travel companion, visit of a family member/friend and repatriation services.

Location of Medical Providers – Upon a Covered Member's request, EA will provide the names, addresses and telephone numbers of physicians, hospitals, dentists, and dental clinics in the area in which the Covered Member is traveling. EA will also attempt to confirm the availability of the provider, ascertain required payments which a Covered Member will be required to pay, and make an appointment for a Covered Member with the medical provider of the Covered Member's choice. Except as specifically provided in this agreement, expenses of medical care are not insured by the Insurance Company.

Neither EA nor the Insurance Company guarantees the quality of the medical services provider or the medical facility and the final selection of a local physician or medical facility is the Covered Member's right and responsibility.

Medical Monitoring – When notified of a Covered Member's medical emergency resulting from an accident or sickness, EA's multilingual staff will, whenever appropriate in the judgment of EA or a physician designated by EA, attempt to contact the Covered Member and Covered Member's local attending medical personnel in order to attempt to obtain a full understanding of the Covered Member's situation and to attempt to monitor the Covered Member's condition.
EA will continue to monitor the Covered Member's condition and will remain in communication with the Covered Member's family until the Covered Member's medical problem is resolved or the Covered Member has returned home.

Emergency Medical Transport – In the event of a medical emergency, when a Covered Member requests, and a physician designated by EA in consultation with a local attending physician determines that it is medically necessary for a Covered Member to be transported under medical supervision to a different hospital or treatment facility or be repatriated to his/her place of residence for treatment, EA will arrange for the medical evacuation or repatriation under proper medical supervision.

As part of a medical evacuation, EA will also make all necessary arrangements for ground transportation to and from the hospital, as well as pre-admission arrangements, where possible, at the receiving hospital.

All decisions as to the medical need for evacuation or repatriation, the means and timing of any evacuation, the medical equipment and the medical personnel to be used and the final destination are medical decisions that will be made by EA's designated physicians in consultation with a local attending physician based on medical factors and their decisions shall be conclusive in determining the need for such services. Costs of medical evacuation or repatriation are covered under the CIGNA Secure Travel program, provided the foregoing requirements are met.

Return of Dependent Children – If any dependent children under the age of 16 traveling with a Covered Member are left unattended by an adult because the Covered Member is hospitalized, EA will arrange for their transportation home. Should transportation with an attendant be necessary, EA will arrange a qualified escort to accompany the children. The cost of these services are covered under the CIGNA Secure Travel program.

Return of Traveling Companion – If a Covered Member's traveling companion loses previously made travel arrangements due to a delay caused by the Covered Member's medical emergency, EA will help arrange for the traveling companion's return to the companion's original destination. The costs of these services are covered under the CIGNA Secure Travel program.

Visit of a Family Member or Friend – If a Covered Member is traveling alone and must be hospitalized for ten (10) or more consecutive days, EA will arrange for a round-trip economy class transportation for a member of the Covered Member's immediate family, or a friend designated by the Covered Member, from the family member's or friend's home to the place where the Covered Member is hospitalized. EA will also arrange for meals and accommodations (up to $100 per day for up to 7 days) for the family member or friend while they are visiting the hospitalized Covered Member. The costs of these services are covered under the CIGNA Secure Travel program.

Emergency Medical Payments – When necessary to obtain needed medical services for a Covered Member, upon request EA will advance up to $5,000.00 to cover on-site medical expenses, upon receipt of satisfactory guarantee of reimbursement from the Covered Member. Except as specifically provided in this agreement, expenses of medical care are not insured by the Insurance Company.

Repatriation Special Services – In the event a Covered Member dies, EA will arrange for all necessary government authorization required by law, including a container appropriate for transportation and arrange for the repatriation of the remains to the Covered Member's place of residence for burial. The costs of these services are covered under the CIGNA Secure Travel program.

Replacement of Medication – If a Covered Member has an unexpected need for prescription medication or loses, forgets, or runs out of prescription medication while traveling, EA will attempt to locate the medication or its equivalent and attempt to arrange for the Covered Member to obtain it locally, where it is available; or, if not available locally, to have it shipped to the Covered Member, at the Covered Member's expense, subject to local laws. The Covered Member will be provided with a cost estimate for the replacement medication and shipment costs, which shall be subject to Covered Member's approval. Except as specifically provided in this agreement, expenses of medical care are not insured by the Insurance Company.

III. Travel and Communication Assistance

Telephone Interpretation Service – If a Covered Member needs help communicating in an emergency, EA will provide telephonic interpretation services in all major languages. In emergency situations which require extensive translation, EA will make referrals to local translators.

Transmission and Retention of Urgent Messages – In an emergency, EA will use its best efforts to transmit an urgent message for a Covered Member to the Covered Member's family, friends, or business associates. EA will also accept and retain messages for Covered Members at the Worldwide Assistance North American Coordination Center for up to fifteen (15) days.

Travel Arrangements – In the event of an emergency, EA will help Covered Members make emergency travel arrangements, including airline, hotel, and car rental reservations. The Covered Member is responsible for payment for all tickets, accommodations and rentals arranged.

Lost Luggage, Documents and Personal Items – If a Covered Member's luggage, personal items or travel documents have been lost or stolen, EA will contact the appropriate authorities in order to locate the lost items and have them sent to

the Covered Member. If requested, EA will help a Covered Member secure replacement items from home. All shipping and replacement costs are the responsibility of the Covered Member.

Legal Assistance/Bail – In an emergency, EA will attempt to help a Covered Member secure and post bail bonds worldwide, where permitted by local law, from funds forwarded to EA from the Covered Member's family or representative, or with a satisfactory guarantee of reimbursement. EA will also use its best efforts to provide a Covered Member with the names, addresses and telephone numbers of lawyers in the area in which the Covered Member is traveling in case of a car accident, traffic violations, and other offenses. However, the selection of and the expenses associated with a particular attorney are the responsibility of the Covered Member.

Emergency Cash Advance – In an emergency situation, and with the consent of the Covered Member, EA will advance up to $250.00, upon satisfactory guarantee of reimbursement.

IV. Limitations

The services described here are available in every country. Some countries, however, may present political and other obstacles that may render assistance services difficult or impossible and services cannot always be guaranteed. Should a Covered Member travel in any area in which there is a rebellion, riot, military uprising, war, labor disturbance or strike, EA will endeavor to provide such services as EA believes it can safely perform under existing conditions.

The medical professionals or attorneys suggested or designated by EA who provide direct services pursuant to this agreement are not employees or agents of EA and, therefore, neither EA nor the Insurance Company is not responsible or liable for their negligence or other acts or omissions.

Attachment G-7

Available with CIGNA Accident Coverage

Identity Theft Program

Defending employees against damages caused by identity theft

Identity theft, America's fastest growing crime, victimizes almost 8.9 million consumers each year.[1] And it's a silent crime, often taking a year or more for victims to discover their identity has been stolen. As a result, victims can spend years attempting to restore their credit. With this in mind, CIGNA has developed extensive resolution services to help employers and employees deal with this difficult issue. Our program provides access to personal case managers who give step-by-step assistance and guidance to employees who have had their identity stolen.

Valuable help when it's needed most:

- Review of credit information to determine if an ID theft has occurred
- A CIGNA Identity Theft Resolution Kit is provided to the employee
- An ID theft affidavit is furnished for use with credit bureaus and creditors
- Help in reporting ID theft to credit-reporting agencies
- Assistance with placing a fraud alert on credit reports
- Canceling lost or stolen credit cards
- Assistance with credit and charge card replacement
- Assistance with replacing lost or stolen documents
- Access to free credit reports
- Education on how to identify and avoid ID theft
- $1,000 cash advance to cover financial shortages if needed[2]
- Emergency message relay
- Help with emergency travel arrangements and translation services

Employees may spend, on average, 40 to 600 hours to resolve their identity theft issues.[1]

Identity theft can compromise employee and business productivity

American citizens and businesses spend more than 300 million hours each year resolving identity theft issues. To an employer this may mean a savings of over $600 per employee due to lost productivity.

In addition to its difficult financial effects, identity theft can have a negative effect on employee productivity and morale. The financial hardship, emotional turmoil, and the process of resolving credit issues rob employees – and organizations – of valuable time and productivity.

Based on conservative estimates, an employer with 1,000 employees making an average of $40,000 per year would save $600,000 annually if they could help employees avoid identity theft and its related costs.[1]

Our program covers all types of identity theft such as credit card fraud, or financial or medical identity theft.

CIGNA

it's time *to feel better*

811355 11/08

Identity Theft Program Insider

CIGNA's Identity Theft Program can help employers help their employees resolve identity theft issues, thereby better managing at-work productivity. Our personal case managers offer one-on-one advice and take care of administrative tasks necessary to rectify identity theft issues employees may experience. Our personal case managers also take the lead in making necessary phone calls for employees. In the end employees are not only relieved of the burden and personal stress caused by identity theft, but they also don't spend valuable work hours on the phone canceling lost or stolen credit cards.

Regardless of where or when employees come under the attack of identity theft, CIGNA's wide range of valuable services are available. Employees have access to immediate, one-on-one assistance – 24 hours a day, 365 days a year – in every country in the world.[3] CIGNA's Identity Theft Program is available to individuals covered under a CIGNA accident plan, including family members who are enrolled in our Voluntary Accident coverage. And employers and employees can access our online site for weekly tips and useful information to learn how to reduce the risk of identity theft before it occurs.

Here's an example of how we can help:

While reviewing her monthly credit card statement, Louise made a troubling discovery – three charges from an unfamiliar Internet site were on her account. Fearing that someone was making unauthorized purchases on her credit card, Louise immediately called CIGNA's Identity Theft Program. Brian, the identity theft case manager, handled Louise's call. Louise's primary concern was getting the charges removed from her account and Brian knew they had to act fast to stop additional fraudulent activity.

Brian gave Louise an identity theft affidavit to alert the proper authorities, credit bureaus, and creditors. Brian also:

- Walked her through the process of filling out and sending the signed affidavit to Louise's bank as her sworn statement that there were unauthorized charges posted on her account;
- Called the credit card company on Louise's behalf, canceling her current card and requesting that a new card be issued to prevent future fraud on the compromised account;
- Assisted Louise with placing a fraud alert on her credit file with credit bureaus – giving Louise the ability to receive a free copy of her credit report verifying that all the information was accurate; and
- Arranged for Louise to have access to a $1,000 cash advance to use while waiting for her new credit card.

A CIGNA Identity Theft Resolution Kit containing useful information on how to reduce the risk of being a future victim was also e-mailed to Louise's home.

The bottom line – Louise was quickly provided with the tools, information and resources to help her deal with fraudulent activity and avoid it in the future.

What can you do to help employees guard against identity theft?

Call your CIGNA sales representative today to learn more about our Identity Theft Program.

[1] Javelin Strategy and Research January, 2006; [2] Privacy Rights Clearinghouse and the California Public Interest Research Group, 2005;
[4] Assistance with U.S. bank accounts only

This program does not include reimbursement of expenses for financial losses.

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811385a 11/08 © 2008 CIGNA

Attachment IC-1

Policy Number OK965800
Life Limited Accidental Disability and Death

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Special Marketing Division's toll-free telephone number for information or to make a complaint at:

1-800-441-1832

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Llame a la línea gratuita de la División Especial de Marketing para obtener información o presentar una queja al:

1-800-441-1832

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

Life Insurance Company of North America

1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235

A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER:	Travis County
POLICY NUMBER:	OK 965800
POLICY DESCRIPTION:	Employee Accidental Death & Disability Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1
STATE OF ISSUE:	Texas

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

Countersigned_____
Where Required By Law

GA-00-1000.00

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.

Policy:	Group policy identified as Policy Number: OK-965800 on the policy cover page
Policyholder:	Travis County
Effective Date of Policyholder Participation:	October 1, 2011

Covered Classes:

Class 1	All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period
The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

For Employees hired after the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

Time Period for Loss:
Any Covered Loss must occur within: 365 days of the Covered Accident

Maximum Age for Insurance: None

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: An amount equal to the Employee's voluntary group life insurance benefit in effect under Policy Number FLX964188, underwritten by Life Insurance Company of North America.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect on August 31, subject to any Active Service requirement.

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12th month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

Age Reductions
A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

Age	Percentage of Benefit Amount
70 but less than 75	65%
75 but less than 79	45%
80 but less than 85	30%
85 or over	15%

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES
Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

ADDITIONAL ACCIDENT BENEFITS
Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of $10,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of $5,000
Default Benefit	None
SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	5% of the Principal Sum subject to a Maximum Benefit of $5,000 per year.
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	$1,000

INITIAL PREMIUM RATES

Premium Rate:	Voluntary Insurance Employee Rate: $0.02 per $1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Employee
Premium Due Dates:	30 days after delivering the Policy and after that the last day of each succeeding month.

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.00

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Active Service

An Employee will be considered in Active Service with his employer on any day that is either of the following:

1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

Age

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.

Aircraft

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

Covered Accident

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the *Schedule of Covered Losses*;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by the Policyholder and Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Employee

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

Employer

The Policyholder and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:
1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

Inpatient

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Nurse

A person who is a licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and is not:
1. employed or retained by the Policyholder;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

Outpatient

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:
1. employed or retained by the Policyholder;
2. living in the Covered Person's household;
3. a parent, sibling, spouse or child of the Covered Person.

Prior Plan

The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

Sickness

A physical or mental illness.

Totally Disabled or Total Disability

Totally Disabled or Total Disability means either:
1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

We, Us, Our

Life Insurance Company of North America.

GA-00-1200.00

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date
We agree to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

Eligibility
An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits*.

Effective Date for Individuals
Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions subject to the *Deferred Effective Date* provision below:

1. New hires. Coverage is effective first of the month following 30 calendar days from the date of hire.
2. Life Status Change. Coverage will become effective first of the month following the date of the change.
3. Annual Enrollment. Coverage becomes effective on the Policy Anniversary Date.

DEFERRED EFFECTIVE DATE
Active Service
The effective date of insurance will be deferred for any Employee who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

Effective Date of Changes
Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE
The insurance on a Covered Person will end on the last day of the month after the earliest of the following dates:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Continuation for Layoff, Medical Leave of Absence, Non-Medical Leave of Absence or Family Medical Leave
Insurance for an Employee may be continued until the earliest of the following dates if: (a) an Employee is on a temporary layoff, an Employer-approved non-medical leave of absence, an Employer-approved medical leave of absence or an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for an Employer-approved medical leave of absence: 12 months
2. for an Employer-approved non-medical leave of absence: 12 months
3. for an Employer-approved family medical leave: 12 weeks in a consecutive 12-month period.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
   a. except as a passenger on a regularly scheduled commercial airline or as pilot or passenger in Employer owned aircraft;
   b. when the aircraft is being used for:
      i. crop dusting, spraying or seeding, giving and receiving flying instruction, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying;
   c. when the aircraft is designed for flight above or beyond the earth's atmosphere;
   d. when the aircraft is an ultra-light or glider;
   e. when the aircraft is being used for the purpose of parachuting or skydiving;
   f. when the aircraft is being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage.

GA-00-1403.00

CONVERSION PRIVILEGE

1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
   a. employment or membership ends;
   b. eligibility ends (except for age for the Employee);

   the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:
   a. in $1,000 increments;
   b. not less than $25,000, regardless of the amount of insurance under the group policy; and
   c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of $250,000.

   The Covered Person must be under age 70 to get a converted policy.

   If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

   The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

   If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

   The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

   If the Covered Person suffers a Covered Loss or dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

   The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

   Exclusions
   The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy or, any group accident insurance issued to the Employer which the Group Policy replaced, for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
   a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
   b. $10,000.

Extension of Conversion Period
If the Covered Person is eligible to convert and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Covered Person will have 15 days from the date notice is given to apply for a converted policy or certificate. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Covered Person by the Policyholder or mailed to the Covered Person's last known address as reported by the Policyholder.

If the Covered Person sustains a Covered Loss or dies during the extended conversion period, but more than 31 days after his coverage under the Group Policy terminates, benefits will not be paid under the Group Policy. If the Covered Person's application for a converted policy or certificate is received by Us and the required premium is paid, benefits may be payable under the converted policy or certificate.

GA-01-1505.00

CLAIM PROVISIONS

Notice of Claim
Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our home office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, policy and certificate number.

Claim Forms
We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision
Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims
We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from liability for that amount.

Payment of Claims to Foreign Employees
The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.

Physical Examination and Autopsy
We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions
No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than four years after the time such written proof of loss must be furnished.

Beneficiary
The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our home office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Recovery of Overpayment
If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00

ADMINISTRATIVE PROVISIONS

Premiums
All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

Changes in Premium Rates
We may change the premium rates from time to time with at least 180 days advance written notice to the Policyholder but only on the Policy Anniversary Date. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period and only on the Policy Anniversary Date. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Policyholder's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium
The first premium is due within 30 days of delivering the Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder. If any premium is not paid when due, the Policyholder's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

Grace Period
A Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A Covered Person's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GA-00-1701.00

GENERAL PROVISIONS

Entire Contract; Changes
This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent of the Insurance Company or Employer has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact
If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates
Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

30 Day Right To Examine Certificate
If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Multiple Certificates
The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

Assignment
We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

Incontestability
1. Of This Policy or Participation Under This Policy
All statements made by the Policyholder to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance
All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Policy Termination
We may terminate coverage on or after the first anniversary of the policy effective date. Written notice must be given at least 180 days prior to such termination. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 180 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Reinstatement
This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

Clerical Error
A Covered Person's insurance will not be affected by error or delay by the Insurance Company or Employer in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes
Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes
We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

Workers' Compensation Insurance
This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy
This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records
We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

GA-00-1800.00

DESCRIPTION OF COVERAGES AND BENEFITS

This *Description of Coverages and Benefits* Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section and on the Policy cover page. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsalphalangeal joint.

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Uniplegia means total Paralysis of one upper or one lower limb.

Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* section.
GA-00-2100.00

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES
Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

EXPOSURE AND DISAPPEARANCE COVERAGE
Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2202.00

OWNED AIRCRAFT COVERAGE
Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder or any of its subsidiaries or affiliates. A record of eligible Aircraft will be maintained by the Policyholder and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

GA-00-2205.00

ADDITIONAL ACCIDENT BENEFITS

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits,* subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

Definitions For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2251.00

SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits,* for each qualifying Dependent Child. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the covered Employee's Covered Accident; *or*
   b. be at the 12th grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits*. We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

Definitions For the purposes of this benefit:

Dependent Child(ren) An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 25 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Employee;
4. child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2252a.00

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

MODIFYING PROVISIONS AMENDMENT

Policyholder:Travis County Policy No.: OK 965800

Amendment Effective Date: October 1, 2011

This amendment is attached to and made part of the Policy specified above and the Certificates issued under it. Its provisions are intended to conform this Policy to the laws of the state in which the insured resides.

The Policy and any Certificates delivered under the Group Policy are amended as follows:

Arkansas residents:

Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

Missouri residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *General Definitions* section, the definition of *Totally Disabled or Total Disability* means either:
   a) the inability of the Covered Person who is currently employed to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the Covered Person is qualified by education, training or experience; or
   b) the inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

Montana residents:

Under the *General Definitions* section, the definition of *Sickness* is replaced with the following:

Sickness A physical or mental illness including pregnancy

New Hampshire residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. If applicable, the definition of Emergency Room Treatment is replaced with the following:

Emergency Room Treatment Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:
1. serious jeopardy to the covered Employee's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

3. The definition of Hospital is replaced with the following.

Hospital

An institution that meets all of the following:
1. it is operated pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

North Carolina residents:

1. If eligibility for insurance is not based on employment status, a Covered Person is considered in Active Service if confined at home under the care of a Physician for Sickness or Injury.

2. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

3. Under the *General Definitions* section, the definition of Hospital is modified to include State tax-supported institutions.

4. Under the *Claim Provisions,* the following changes are made.
   a. *Proof of Loss* must be provided within 180 days of date of loss.
   b. The amount payable to an equitably entitled individual may not exceed $3,000.

South Carolina residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *Claim Provisions,* the following changes are made.
   a. The *Claimant Cooperation Provision* does not apply.
   b. The provision titled *Physical Examination and Autopsy* is replaced with the following:
      Physical Examination and Autopsy
      We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending. If an autopsy is performed, it will be in the State of South Carolina and during the period of contestability unless prohibited by law.
   c. The provision titled *Legal Actions* is replaced with the following:
      Legal Actions
      No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than six years after the time such written proof of loss must be furnished.

3. Under the *General Provisions,* the following changes are made.
   The *Multiple Certificates* provision does not apply.

South Dakota residents:

Under the *Common Exclusions* section, the following changes are not permitted:

1. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
2. the Covered Person being Intoxicated. "Intoxicated" means having a blood alcohol level of .08 or higher;
3. the Covered Person operating a motorized vehicle while under the influence of alcohol or drugs as defined according to the laws of the jurisdiction in which the Accident occurred;
4. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
5. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
6. operating any type of vehicle while under the influence of alcohol or any drug , narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
7. the Covered Person was driving a Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

West Virginia residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *General Definitions* section, the definition of Hospital does not require that an institution be licensed as a Hospital pursuant to applicable law, but does require that an institution operate pursuant to applicable law.

3. Under the *General Definitions* section, the definition of Totally Disabled or Total Disability is replaced with the following:
   Totally Disabled or Total Disability
   Totally Disabled or Total Disability means either:
   1. inability of the Covered Person who is currently employed to perform substantially all of the material duties of his job, or any other job for which he is or may become qualified by reason of education, training or experience; or
   2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

Signed for the
Life Insurance Company of North America

Matthew G. Manders, President

GA-00-3000.00

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number OK 965800 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title:_____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number OK 965800 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title:_____ Date: _____

(This Copy Is To Be Retained By Travis County)

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call Special Marketing Division's toll-free telephone number for information or to make a complaint at:

1-800-441-1832

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Llame a la línea gratuita de la División Especial de Marketing para obtener información o presentar una queja al:

1-800-441-1832

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX #(512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

Life Insurance Company of North America

1601 Chestnut Street, Philadelphia, Pennsylvania 19192-2235
A Stock Insurance Company

GROUP ACCIDENT POLICY

POLICYHOLDER:	Travis County
POLICY NUMBER:	OK 965800
POLICY DESCRIPTION:	Employee Accidental Death & Disability Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1
STATE OF ISSUE:	Texas

This Policy describes the terms and conditions of insurance. This Policy goes into effect subject to its applicable terms and conditions at 12:01 AM on the Policy Effective Date shown above at the Policyholder's address. The laws of the State of Issue shown above govern this Policy.

We and the Policyholder agree to all of the terms of this Policy.

THIS IS A GROUP ACCIDENT ONLY INSURANCE POLICY.
IT DOES NOT PAY BENEFITS FOR LOSS CAUSED BY SICKNESS.

THIS IS A LIMITED POLICY.
PLEASE READ IT CAREFULLY.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

Countersigned_____
Where Required By Law

GA-00-1000.00

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SCHEDULE OF BENEFITS

This Policy is intended to be read in its entirety. In order to understand all the conditions, exclusions and limitations applicable to its benefits, please read all the policy provisions carefully.

The *Schedule of Benefits* provides a brief outline of the coverage and benefits provided by this Policy. Please read the *Description of Coverages and Benefits* Section for full details.

Policy:	Group policy identified as Policy Number: OK-965800 on the policy cover page
Policyholder:	Travis County
Effective Date of Policyholder Participation:	October 1, 2011

Covered Classes:

Class 1	All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

This *Schedule of Benefits* shows maximums, benefit periods and any limitations applicable to benefits provided in this Policy for each Covered Person unless otherwise indicated. Principal Sum, when referred to in this Schedule, means the Employee's Principal Sum in effect on the date of the Covered Accident causing the Covered Injury or Covered Loss unless otherwise specified.

Eligibility Waiting Period
The Eligibility Waiting Period is the period of time the Employee must be in a Covered Class to be eligible for coverage.

For Employees hired on or before the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

For Employees hired after the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

Time Period for Loss:
Any Covered Loss must occur within: 365 days of the Covered Accident

Maximum Age for Insurance: None

VOLUNTARY ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Employee Principal Sum: An amount equal to the Employee's voluntary group life insurance benefit in effect under Policy Number FLX964188, underwritten by Life Insurance Company of North America.

Changes in the Covered Person's amount of insurance resulting from a change in the Employee's amount of Annual Compensation take effect on August 31, subject to any Active Service requirement.

SCHEDULE OF COVERED LOSSES

Covered Loss	Benefit
Loss of Life	100% of the Principal Sum
Loss of Two or More Hands or Feet	100% of the Principal Sum
Loss of Sight of Both Eyes	100% of the Principal Sum
Loss of One Hand or One Foot and Sight in One Eye	100% of the Principal Sum
Loss of Speech and Hearing (in both ears)	100% of the Principal Sum
Quadriplegia	100% of the Principal Sum
Paraplegia	75% of the Principal Sum
Hemiplegia	50% of the Principal Sum
Uniplegia	25% of the Principal Sum
Coma	
Monthly Benefit	1% of the Principal Sum
Number of Monthly Benefits	11
When Payable	At the end of each month during which the Covered Person remains comatose
Lump Sum Benefit	100% of the Principal Sum
When Payable	Beginning of the 12th month
Loss of One Hand or Foot	50% of the Principal Sum
Loss of Sight in One Eye	50% of the Principal Sum
Severance and Reattachment of One Hand or Foot	50% of the Principal Sum
Loss of Speech	50% of the Principal Sum
Loss of Hearing (in both ears)	50% of the Principal Sum
Loss of all Four Fingers of the Same Hand	25% of the Principal Sum
Loss of Thumb and Index Finger of the Same Hand	25% of the Principal Sum
Loss of all the Toes of the Same Foot	20% of the Principal Sum

Age Reductions
A Covered Person's Principal Sum will be reduced to the percentage of his Principal Sum in effect on the date preceding the first reduction, as shown below.

Age	Percentage of Benefit Amount
70 but less than 75	65%
75 but less than 79	45%
80 but less than 85	30%
85 or over	15%

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES
Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are as shown in the *Schedule of Covered Losses* and are not paid in addition to any other Accidental Death and Dismemberment benefits.

EXPOSURE AND DISAPPEARANCE COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.
OWNED AIRCRAFT COVERAGE	Principal Sum multiplied by the percentage applicable to the Covered Loss, as shown in the *Schedule of Covered Losses*.

ADDITIONAL ACCIDENT BENEFITS
Any benefits payable under these *Additional Accident Benefits* shown below are paid in addition to any other Accidental Death and Dismemberment benefits payable.

SEATBELT AND AIRBAG BENEFIT	
Seatbelt Benefit	10% of the Principal Sum subject to a Maximum Benefit of $10,000
Airbag Benefit	5% of the Principal Sum subject to a Maximum Benefit of $5,000
Default Benefit	None
SPECIAL EDUCATION BENEFIT	
Surviving Dependent Child Benefit	5% of the Principal Sum subject to a Maximum Benefit of $5,000 per year.
Maximum Number of Annual Payments For Each Surviving Dependent Child	4
Default Benefit	$1,000

INITIAL PREMIUM RATES

Premium Rate:	Voluntary Insurance Employee Rate: $0.02 per $1,000
Mode of Premium Payment:	Monthly
Contributions:	The cost of the coverage is paid by the Employee
Premium Due Dates:	30 days after delivering the Policy and after that the last day of each succeeding month.

Premium rates are subject to change in accordance with the *Changes in Premium Rates* section contained in the *Administrative Provisions* section of this Policy.

GA-00-1100.00

GENERAL DEFINITIONS

Please note that certain words used in this Policy have specific meanings. The words defined below and capitalized within the text of this Policy have the meanings set forth below.

Active Service

An Employee will be considered in Active Service with his employer on any day that is either of the following:

1. one of the Employer's scheduled work days on which the Employee is performing his regular duties on a full-time basis, either at one of the Employer's usual places of business or at some other location to which the Employer's business requires the Employee to travel;
2. a scheduled holiday, vacation day or period of Employer-approved paid leave of absence, other than sick leave, only if the Employee was in Active Service on the preceding scheduled workday.

Age

A Covered Person's Age, for purposes of initial premium calculations, is his Age attained on the date coverage becomes effective for him under this Policy. Thereafter, it is his Age attained on his last birthday.

Aircraft

A vehicle which:

1. has a valid certificate of airworthiness; and
2. is being flown by a pilot with a valid license to operate the Aircraft.

Covered Accident

A sudden, unforeseeable, external event that results, directly and independently of all other causes, in a Covered Injury or Covered Loss and meets all of the following conditions:

1. occurs while the Covered Person is insured under this Policy;
2. is not contributed to by disease, Sickness, mental or bodily infirmity;
3. is not otherwise excluded under the terms of this Policy.

Covered Injury

Any bodily harm that results directly and independently of all other causes from a Covered Accident.

Covered Loss

A loss that is all of the following:

1. the result, directly and independently of all other causes, of a Covered Accident;
2. one of the Covered Losses specified in the *Schedule of Covered Losses*;
3. suffered by the Covered Person within the applicable time period specified in the *Schedule of Benefits*.

Covered Person

An eligible person, as defined in the *Schedule of Benefits*, for whom an enrollment form has been accepted by the Policyholder and Us and required premium has been paid when due and for whom coverage under this Policy remains in force.

Employee

For eligibility purposes, an Employee of the Employer who is in one of the Covered Classes.

Employer

The Policyholder and any affiliates, subsidiaries or divisions shown in the *Schedule of Covered Affiliates* and which are covered under this Policy on the date of issue or subsequently agreed to by Us.

He, His, Him

Refers to any individual, male or female.

Hospital

An institution that meets all of the following:
1. it is licensed as a Hospital pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospital unless the Covered Person incurs an expense.

Inpatient

A Covered Person who is confined for at least one full day's Hospital room and board. The requirement that a person be charged for room and board does not apply to confinement in a Veteran's Administration Hospital or Federal Government Hospital and in such case, the term 'Inpatient' shall mean a Covered Person who is required to be confined for a period of at least a full day as determined by the Hospital.

Nurse

A person who is a licensed graduate Registered Nurse (R.N.), a licensed practical Nurse (L.P.N.) or a licensed vocational Nurse (L.V.N.) and is not:
1. employed or retained by the Policyholder;
2. living in the Covered Person's household; or
3. a parent, sibling, spouse or child of the Covered Person.

Outpatient

A Covered Person who receives treatment, services and supplies while not an Inpatient in a Hospital.

Physician

A licensed health care provider practicing within the scope of his license and rendering care and treatment to a Covered Person that is appropriate for the condition and locality and who is not:
1. employed or retained by the Policyholder;
2. living in the Covered Person's household;
3. a parent, sibling, spouse or child of the Covered Person.

Prior Plan

The plan of insurance providing similar benefits, sponsored by the Employer in effect immediately prior to this Policy's Effective Date.

Sickness

A physical or mental illness.

Totally Disabled or Total Disability

Totally Disabled or Total Disability means either:
1. inability of the Covered Person who is currently employed to do any type of work for which he is or may become qualified by reason of education, training or experience; or
2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

We, Us, Our

Life Insurance Company of North America.

GA-00-1200.00

ELIGIBILITY AND EFFECTIVE DATE PROVISIONS

Policy Effective Date
We agree to provide Accident Insurance Benefits described in this Policy in consideration of the Policyholder's application and payment of the initial premium when due. Insurance coverage begins on the Policy Effective Date shown on this Policy's first page.

Eligibility
An Employee becomes eligible for insurance under this Policy on the date he meets all of the requirements of one of the Covered Classes and completes any Eligibility Waiting Period, as shown in the *Schedule of Benefits.*

Effective Date for Individuals
Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions subject to the *Deferred Effective Date* provision below:

1. New hires. Coverage is effective first of the month following 30 calendar days from the date of hire.
2. Life Status Change. Coverage will become effective first of the month following the date of the change.
3. Annual Enrollment. Coverage becomes effective on the Policy Anniversary Date.

DEFERRED EFFECTIVE DATE
Active Service
The effective date of insurance will be deferred for any Employee who is not in Active Service on the date coverage would otherwise become effective. Coverage will become effective on the later of the date he returns to Active Service and the date coverage would otherwise have become effective.

Effective Date of Changes
Any increase or decrease in the amount of insurance for the Covered Person resulting from:

1. a change in benefits provided by this Policy; or
2. a change in the Employee's Covered Class will take effect on the date of such change.

Increases will take effect subject to any Active Service requirement.

TERMINATION OF INSURANCE
The insurance on a Covered Person will end on the last day of the month after the earliest of the following dates:

1. the date this Policy or insurance for a Covered Class is terminated;
2. the next premium due date after the date the Covered Person is no longer in a Covered Class or satisfies eligibility requirements under this Policy;
3. the last day of the last period for which premium is paid;
4. the next premium due date after the Covered Person attains the maximum Age for insurance under this Policy.

Termination will not affect a claim for a Covered Loss or Covered Injury that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Continuation for Layoff, Medical Leave of Absence, Non-Medical Leave of Absence or Family Medical Leave
Insurance for an Employee may be continued until the earliest of the following dates if: (a) an Employee is on a temporary layoff, an Employer-approved non-medical leave of absence, an Employer-approved medical leave of absence or an Employer-approved family medical leave; and (b) required premium contributions are paid when due.

1. for an Employer-approved medical leave of absence: 12 months
2. for an Employer-approved non-medical leave of absence: 12 months
3. for an Employer-approved family medical leave: 12 weeks in a consecutive 12-month period.

COMMON EXCLUSIONS

In addition to any benefit-specific exclusions, benefits will not be paid for any Covered Injury or Covered Loss which, directly or indirectly, in whole or in part, is caused by or results from any of the following unless coverage is specifically provided for by name in the *Description of Benefits* Section:

1. intentionally self-inflicted injury, suicide or any attempt thereat while sane or insane;
2. commission or attempt to commit a felony or an assault;
3. commission of or active participation in a riot or insurrection;
4. bungee jumping; parachuting; skydiving; parasailing; hang-gliding;
5. declared or undeclared war or act of war;
6. flight in, boarding or alighting from an Aircraft or any craft designed to fly above the Earth's surface:
   a. except as a passenger on a regularly scheduled commercial airline or as pilot or passenger in Employer owned aircraft;
   b. when the aircraft is being used for:
      i. crop dusting, spraying or seeding, giving and receiving flying instruction, sky writing, sky diving or hang-gliding, pipeline or power line inspection, aerial photography or exploration, racing, endurance tests, stunt or acrobatic flying;
   c. when the aircraft is designed for flight above or beyond the earth's atmosphere;
   d. when the aircraft is an ultra-light or glider;
   e. when the aircraft is being used for the purpose of parachuting or skydiving;
   f. when the aircraft is being used by any military authority, except an Aircraft used by the Air Mobility Command or its foreign equivalent;
7. Sickness, disease, bodily or mental infirmity, bacterial or viral infection or medical or surgical treatment thereof, except for any bacterial infection resulting from an accidental external cut or wound or accidental ingestion of contaminated food;
9. a Covered Accident that occurs while engaged in the activities of active duty service in the military, navy or air force of any country or international organization. Covered Accidents that occur while engaged in Reserve or National Guard training are not excluded until training extends beyond 31 days;
10. operating any type of vehicle while under the influence of alcohol or any drug, narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
11. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage.

GA-00-1403.00

CONVERSION PRIVILEGE

1. If the Covered Person's insurance or any portion of it ends for any of the following reasons:
   a. employment or membership ends;
   b. eligibility ends (except for age for the Employee);

   the Covered Person may have Us issue converted accident insurance on an individual policy or an individual certificate under a designated group policy. The Covered Person may apply for an amount of coverage that is:
   a. in $1,000 increments;
   b. not less than $25,000, regardless of the amount of insurance under the group policy; and
   c. not more than the amount of insurance he had under the group policy, except as provided above, up to a maximum amount of $250,000.

   The Covered Person must be under age 70 to get a converted policy.

   If the Covered Person's insurance or any portion of it ends for non-payment of premium, he may not convert. If the Covered Person's insurance ends for a reason described in 2. below, conversion is subject to that section.

   The converted policy or certificate will cover accidental death and dismemberment. The policy or certificate will not contain disability or other additional benefits. The Covered Person need not show Us that he is insurable.

   If the Covered Person has converted his group coverage and later becomes insured under the same group plan as before, he may not convert a second time unless he provides, at his own expense, proof of insurability or proof the prior converted policy is no longer in force.

   The Covered Person must apply for the individual policy within 31 days after his coverage under this Group Policy ends and pay the required premium, based on Our table of rates for such policies, his Age and class of risk. If the Covered Person has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

   If the Covered Person suffers a Covered Loss or dies during this 31-day period as the result of an accident that would have been covered under this Group Policy, We will pay as a claim under this Group Policy the amount of insurance that the Covered Person was entitled to convert. It does not matter whether the Covered Person applied for the individual policy or certificate. If such policy or certificate is issued, it will be in exchange for any other benefits under this Group Policy.

   The individual policy or certificate will take effect on the day following the date coverage under the Group Policy ended; or, if later, the date application is made.

   Exclusions
   The converted policy may exclude the hazards or conditions that apply to the Covered Person's group coverage at the time it ends. We will reduce payment under the converted policy by the amount of any benefits paid under the group policy if both cover the same loss.

2. If the Covered Person's insurance ends because this Group Policy is terminated or is amended to terminate insurance for the Covered Person's class, and he has been covered under this Group Policy or, any group accident insurance issued to the Employer which the Group Policy replaced, for at least five years, the Covered Person may have Us issue an individual policy or certificate of accident insurance subject to the same terms, conditions and limitations listed above. However, the amount he may apply for will be limited to the lesser of the following:
   a. coverage under this Group Policy less any amount of group accident insurance for which he is eligible on the date this Group Policy is terminated or for which he became eligible within 31 days of such termination, or
   b. $10,000.

Extension of Conversion Period
If the Covered Person is eligible to convert and is not notified of this right at least 15 days prior to the end of the 31 day conversion period, the conversion period will be extended. The Covered Person will have 15 days from the date notice is given to apply for a converted policy or certificate. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Covered Person by the Policyholder or mailed to the Covered Person's last known address as reported by the Policyholder.

If the Covered Person sustains a Covered Loss or dies during the extended conversion period, but more than 31 days after his coverage under the Group Policy terminates, benefits will not be paid under the Group Policy. If the Covered Person's application for a converted policy or certificate is received by Us and the required premium is paid, benefits may be payable under the converted policy or certificate.

GA-01-1505.00

CLAIM PROVISIONS

Notice of Claim
Written or authorized electronic/telephonic notice of claim must be given to Us within 31 days after a Covered Loss occurs or begins or as soon as reasonably possible. If written or authorized electronic/telephonic notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written or authorized electronic/telephonic notice was given as soon as was reasonably possible. Notice can be given to Us at Our home office in Philadelphia, Pennsylvania, such other place as We may designate for the purpose, or to Our authorized agent. Notice should include the Policyholder's name and policy number and the Covered Person's name, address, policy and certificate number.

Claim Forms
We will send claim forms for filing proof of loss when We receive notice of a claim. If such forms are not sent within 15 days after We receive notice, the proof requirements will be met by submitting, within the time fixed in this Policy for filing proof of loss, written or authorized electronic proof of the nature and extent of the loss for which the claim is made.

Claimant Cooperation Provision
Failure of a claimant to cooperate with Us in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Proof of Loss
Written or authorized electronic proof of loss satisfactory to Us must be given to Us at Our office, within 90 days of the loss for which claim is made. If (a) benefits are payable as periodic payments and (b) each payment is contingent upon continuing loss, then proof of loss must be submitted within 90 days after the termination of each period for which We are liable. If written or authorized electronic notice is not given within that time, no claim will be invalidated or reduced if it is shown that such notice was given as soon as reasonably possible. In any case, written or authorized electronic proof must be given not more than one year after the time it is otherwise required, except if proof is not given solely due to the lack of legal capacity.

Time of Payment of Claims
We will pay benefits due under this Policy for any loss other than a loss for which this Policy provides any periodic payment immediately upon receipt of due written or authorized electronic proof of such loss. Subject to due written or authorized electronic proof of loss, all accrued benefits for loss for which this Policy provides periodic payment will be paid monthly unless otherwise specified in the benefits descriptions and any balance remaining unpaid at the termination of liability will be paid immediately upon receipt of proof satisfactory to Us.

Payment of Claims
All benefits will be paid in United States currency. Benefits for loss of life will be payable in accordance with the Beneficiary provision and these Claim Provisions. All other proceeds payable under this Policy, unless otherwise stated, will be payable to the covered Employee or to his estate.

If We are to pay benefits to the estate or to a person who is incapable of giving a valid release, We may pay $1,000 to a relative by blood or marriage whom We believe is equitably entitled. Any payment made by Us in good faith pursuant to this provision will fully discharge Us to the extent of such payment and release Us from liability for that amount.

Payment of Claims to Foreign Employees
The Policyholder may, in a fiduciary capacity, receive and hold any benefits payable to covered Employees whose place of employment is other than the United States of America.

We will not be responsible for the application or disposition by the Policyholder of any such benefits paid. Our payments to the Policyholder will constitute a full discharge of Our liability for those payments under this Policy.

Physical Examination and Autopsy
We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending and to make an autopsy in case of death where it is not forbidden by law.

Legal Actions
No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than four years after the time such written proof of loss must be furnished.

Beneficiary
The beneficiary is the person or persons the Employee names or changes on a form executed by him and satisfactory to Us. This form may be in writing or by any electronic means agreed upon between Us and the Policyholder. Consent of the beneficiary is not required to affect any changes, unless the beneficiary has been designated as an irrevocable beneficiary, or to make any assignment of rights or benefits permitted by this Policy.

A beneficiary designation or change will become effective on the date the Employee executes it. However, We will not be liable for any action taken or payment made before We record notice of the change at our home office.

If more than one person is named as beneficiary, the interests of each will be equal unless the Employee has specified otherwise. The share of any beneficiary who does not survive the Covered Person will pass equally to any surviving beneficiaries unless otherwise specified.

If there is no named beneficiary or surviving beneficiary, or if the Employee dies while benefits are payable to him, We may make direct payment to the first surviving class of the following classes of persons:

1. spouse;
2. child or children;
3. mother or father;
4. sisters or brothers;
5. estate of the Covered Person.

Recovery of Overpayment
If benefits are overpaid, We have the right to recover the amount overpaid by either of the following methods.

1. A request for lump sum payment of the overpaid amount.
2. A reduction of any amounts payable under this Policy.

If there is an overpayment due when the Covered Person dies, We may recover the overpayment from the Covered Person's estate.

GA-00-1600.00

ADMINISTRATIVE PROVISIONS

Premiums
All premium rates are expressed in, and all premiums are payable in, United States currency. The premiums for this Policy will be based on the rates set forth in the *Schedule of Benefits*, the plan and amounts of insurance in effect. If a Covered Person's insurance amounts are reduced due to age, premium will be based on the amounts of insurance in force on the day after the reduction took place.

Changes in Premium Rates
We may change the premium rates from time to time with at least 180 days advance written notice to the Policyholder but only on the Policy Anniversary Date. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12-month period and only on the Policy Anniversary Date. However, We reserve the right to change rates at any time if any of the following events take place:

1. the terms of this Policy change;
2. the terms of the Policyholder's participation change;
3. a division, subsidiary, affiliated company or eligible class is added or deleted from this Policy;
4. there is a change in the factors bearing on the risk assumed;
5. any federal or state law or regulation is amended to the extent it affects Our benefit obligation.

Payment of Premium
The first premium is due within 30 days of delivering the Policy. Thereafter, premiums are due on the Premium Due Dates agreed upon between Us and the Policyholder. If any premium is not paid when due, the Policyholder's participation under this Policy will be terminated as of the Premium Due Date on which premium was not paid.

Grace Period
A Grace Period of 31 days will be granted for payment of required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Policyholder is liable to Us for any unpaid premium for the time its participation under this Policy was in force.

A Grace Period of 31 days will be granted for payment of required premiums under this Policy. A Covered Person's insurance under this Policy will remain in force during the Grace Period. We will reduce any benefits payable for any claims incurred during the grace period by the amount of premium due. If no such claims are incurred and premium is not paid during the grace period, insurance will end on the last day of the period for which premiums were paid.

GA-00-1701.00

GENERAL PROVISIONS

Entire Contract; Changes
This Policy, including the endorsements, amendments and any attached papers constitutes the entire contract of insurance. No change in this Policy will be valid until approved by one of Our executive officers and endorsed on or attached to this Policy. No agent of the Insurance Company or Employer has authority to change this Policy or to waive any of its provisions.

Misstatement of Fact
If the Covered Person has misstated any fact, all amounts payable under this Policy will be such as the premium paid would have purchased had such fact been correctly stated.

Certificates
Where required by law, We will provide a certificate of insurance for delivery to the Covered Person. Each certificate will list the benefits, conditions and limits of this Policy. It will state to whom benefits will be paid.

30 Day Right To Examine Certificate
If a Covered Person does not like the Certificate for any reason, it may be returned to Us within 30 days after receipt. We will return any premium that has been paid and the Certificate will be void as if it had never been issued.

Multiple Certificates
The Covered Person may have in force only one certificate at a time under this Policy. If at any time the Covered Person has been issued more than one certificate, then only the largest shall be in effect. We will refund premiums paid for the others for any period of time that more than one certificate was issued.

Assignment
We will be bound by an assignment of a Covered Person's insurance under this Policy only when the original assignment or a certified copy of the assignment, signed by the Covered Person and any irrevocable beneficiary, is filed with Us. The assignee may exercise all rights and receive all benefits assigned only while the assignment remains in effect and insurance under this Policy and the Covered Person's certificate remains in force.

Incontestability
1. Of This Policy or Participation Under This Policy
All statements made by the Policyholder to obtain this Policy or to participate under this Policy are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, or to deny the validity of this Policy or of participation under this Policy unless a copy of the instrument containing the statement is, or has been, furnished to the Policyholder.

After two years from the Policy Effective Date, no such statement will cause this Policy to be contested except for fraud.

2. Of A Covered Person's Insurance
All statements made by a Covered Person are considered representations and not warranties. No statement will be used to deny or reduce benefits or be used as a defense to a claim, unless a copy of the instrument containing the statement is, or has been, furnished to the claimant.

After two years from the Covered Person's effective date of insurance, or from the effective date of increased benefits, no such statement will cause insurance or the increased benefits to be contested except for fraud or lack of eligibility for insurance.

In the event of death or incapacity, the beneficiary or representative shall be given a copy.

Policy Termination
We may terminate coverage on or after the first anniversary of the policy effective date. Written notice must be given at least 180 days prior to such termination. The Policyholder may terminate coverage on any premium due date. Written or authorized electronic notice must be given at least 180 days prior to such premium due date.

Termination will not affect a claim for a Covered Loss that is the result, directly and independently of all other causes, of a Covered Accident that occurs while coverage was in effect.

Reinstatement
This Policy may be reinstated if it lapsed for nonpayment of premium. Requirements for reinstatement are written application of the Policyholder satisfactory to Us and payment of all overdue premiums. Any premium accepted in connection with a reinstatement will be applied to a period for which premium was not previously paid.

Clerical Error
A Covered Person's insurance will not be affected by error or delay by the Insurance Company or Employer in keeping records of insurance under this Policy. If such error or delay is found, We will adjust the premium fairly.

Conformity with Statutes
Any provisions in conflict with the requirements of any state or federal law that apply to this Policy are automatically changed to satisfy the minimum requirements of such laws.

Policy Changes
We may agree with the Policyholder to modify a plan of benefits without the Covered Person's consent.

Workers' Compensation Insurance
This Policy is not in place of and does not affect any requirements for coverage under any Workers' Compensation law.

Examination of the Policy
This Group Policy will be available for inspection at the Policyholder's office during regular business hours.

Examination of Records
We will be permitted to examine all of the Policyholder's records relating to this Group Policy. Examination may occur at any reasonable time while the Group Policy is in force; or it may occur:

1. at any time for two years after the expiration of this Group Policy; or, if later,
2. upon the final adjustment and settlement of all Group Policy claims.

The Policyholder is acting as an agent of the Covered Person for transactions relating to this insurance. The actions of the Policyholder will not be considered Our actions.

GA-00-1800.00

DESCRIPTION OF COVERAGES AND BENEFITS

This *Description of Coverages and Benefits* Section describes the Accident Coverages and Benefits provided by this Policy. Benefit amounts, benefit periods and any applicable aggregate and benefit maximums are shown in the *Schedule of Benefits*. Certain words capitalized in the text of these descriptions have special meanings within this Policy and are defined in the *General Definitions* section and on the Policy cover page. Please read these and the *Common Exclusions* sections in order to understand all of the terms, conditions and limitations applicable to these coverages and benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Covered Loss

We will pay the benefit for any one of the Covered Losses listed in the *Schedule of Benefits*, if the Covered Person suffers a Covered Loss resulting directly and independently of all other causes from a Covered Accident within the applicable time period specified in the *Schedule of Benefits*.

If the Covered Person sustains more than one Covered Loss as a result of the same Covered Accident, benefits will be paid for the Covered Loss for which the largest available benefit is payable. If the loss results in death, benefits will only be paid under the Loss of Life benefit provision. Any Loss of Life benefit will be reduced by any paid or payable Accidental Dismemberment benefit. However, if such Accidental Dismemberment benefit equals or exceeds the Loss of Life benefit, no additional benefit will be paid.

Definitions

Loss of a Hand or Foot means complete Severance through or above the wrist or ankle joint.

Loss of Sight means the total, permanent loss of all vision in one eye which is irrecoverable by natural, surgical or artificial means.

Loss of Speech means total and permanent loss of audible communication which is irrecoverable by natural, surgical or artificial means.

Loss of Hearing means total and permanent loss of ability to hear any sound in both ears which is irrecoverable by natural, surgical or artificial means.

Loss of a Thumb and Index Finger of the Same Hand or Four Fingers of the Same Hand means complete Severance through or above the metacarpophalangeal joints of the same hand (the joints between the fingers and the hand).

Loss of Toes means complete Severance through the metatarsalphalangeal joint.

Paralysis or Paralyzed means total loss of use of a limb. A Physician must determine the loss of use to be complete and irreversible.

Quadriplegia means total Paralysis of both upper and both lower limbs.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Uniplegia means total Paralysis of one upper or one lower limb.

Coma means a profound state of unconsciousness which resulted directly and independently from all other causes from a Covered Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Covered Accident.

Severance means the complete and permanent separation and dismemberment of the part from the body.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* section.
GA-00-2100.00

ADDITIONAL ACCIDENTAL DEATH AND DISMEMBERMENT COVERAGES
Accidental Death and Dismemberment benefits are provided under the following coverages. Any benefits payable under them are shown in the *Schedule of Covered Losses* and will not be paid in addition to any other Accidental Death and Dismemberment benefits payable.

EXPOSURE AND DISAPPEARANCE COVERAGE
Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if a Covered Person suffers a Covered Loss which results directly and independently of all other causes from unavoidable exposure to the elements following a Covered Accident.

If the Covered Person disappears and is not found within one year from the date of the wrecking, sinking or disappearance of the conveyance in which the Covered Person was riding in the course of a trip which would otherwise be covered under this Policy, it will be presumed that the Covered Person's death resulted directly and independently of all other causes from a Covered Accident.

Exclusions The exclusions that apply to this coverage are in the *Common Exclusions* Section.
GA-00-2202.00

OWNED AIRCRAFT COVERAGE
Benefits for Accidental Death and Dismemberment, as shown in the *Schedule of Covered Losses,* will be payable if the Covered Person suffers a Covered Loss that results directly and independently of all other causes from a Covered Accident that occurs during travel or flight in, including getting in or out of, any Aircraft that is owned, leased, operated or controlled by the Policyholder or any of its subsidiaries or affiliates. A record of eligible Aircraft will be maintained by the Policyholder and available for review by Us at any time during normal business hours. An Aircraft substituted for an eligible Aircraft will also be eligible if it has no greater seating capacity and the original Aircraft is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction.

GA-00-2205.00

ADDITIONAL ACCIDENT BENEFITS

Accidental Death and Dismemberment benefits are provided under the following Additional Benefits. Any benefits payable under them will be paid in addition to any other Accidental Death and Dismemberment benefit payable.

SEATBELT AND AIRBAG BENEFIT

We will pay the benefit shown in the *Schedule of Benefits*, subject to the conditions and exclusions described below, when the Covered Person dies directly and independently of all other causes from a Covered Accident while wearing a seatbelt and operating or riding as a passenger in an Automobile. An additional benefit is provided if the Covered Person was also positioned in a seat protected by a properly-functioning and properly deployed Supplemental Restraint System (Airbag).

Verification of proper use of the seatbelt at the time of the Covered Accident and that the Supplemental Restraint System properly inflated upon impact must be a part of an official police report of the Covered Accident or be certified, in writing, by the investigating officer(s) and submitted with the Covered Person's claim to Us.

Definitions For purposes of this benefit:

Supplemental Restraint System means an airbag that inflates upon impact for added protection to the head and chest areas.

Automobile means a self-propelled, private passenger motor vehicle with four or more wheels which is a type both designed and required to be licensed for use on the highway of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, or a motor vehicle of the pickup, van, camper, or motor-home type. Automobile does not include a mobile home or any motor vehicle which is used in mass or public transit.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2251.00

SPECIAL EDUCATION BENEFIT

We will pay the benefit, up to the Maximum Benefit shown in the *Schedule of Benefits,* for each qualifying Dependent Child. The Covered Person's death must result, directly and independently of all other causes from a Covered Accident for which an Accidental Death Benefit is payable under this Policy. This benefit is subject to the conditions and exclusions described below.

A qualifying Dependent Child must:

1. a. be enrolled as a full-time student in an accredited school of higher learning beyond the 12th grade level on the date of the covered Employee's Covered Accident; *or*
   b. be at the 12th grade level on the date of the covered Employee's Covered Accident and then enroll as a full-time student at an accredited school of higher learning within 365 days from the date of the Covered Accident and continue his education as a full-time student.
2. continue his education as a full-time student in such accredited school of higher learning; and
3. incur expenses for tuition, fees, books, room and board, transportation and any other costs payable directly to, or approved and certified by, such school.

Payments will be made to each qualifying Dependent Child or to the child's legal guardian, if the child is a minor at the end of each year for the number of years shown in the *Schedule of Benefits.* We must receive proof satisfactory to Us of the Dependent Child's enrollment and attendance within 31 days of the end of each year. The first year for which a Special Education Benefit is payable will begin on the first of the month following the date the covered Employee died, if the surviving Dependent Child was enrolled on that date in an accredited school of higher learning beyond the 12th grade; otherwise on the date he enrolls in such school. Each succeeding year for which benefits are payable will begin on the date following the end of the preceding year.

If no Dependent Child qualifies for Special Education Benefits within 365 days of the covered Employee's death, We will pay the default benefit shown in the *Schedule of Benefits* to the covered Employee's beneficiary.

Definitions For the purposes of this benefit:

Dependent Child(ren) An Employee's unmarried child who meets the following requirements:

1. A child from live birth to 19 years old;
2. A child who is 19 or more years old but less than 25 years old, enrolled in a school as a full-time student and primarily supported by the Employee;
3. A child who is 19 or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to Us within 31 days after the date the child ceases to qualify as a Dependent Child for the reasons listed above. During the next two years, We may, from time to time, require proof of the continuation of such condition and dependence. After that, We may require proof no more than once a year.

A child, for purposes of this provision, includes an Employee's:

1. natural child;
2. adopted child, beginning with any waiting period pending finalization of the child's adoption;
3. stepchild who resides with the Employee;
4. child for whom the Employee is legal guardian, as long as the child resides with the Employee and depends on the Employee for financial support. Financial support means that the Employee is eligible to claim the dependent for purposes of Federal and State income tax returns.

Exclusions The exclusions that apply to this benefit are in the *Common Exclusions* Section.

GA-00-2252a.00

Life Insurance Company of North America
1601 Chestnut Street
Philadelphia, Pennsylvania 19192-2235

MODIFYING PROVISIONS AMENDMENT

Policyholder: Travis County | Policy No.: OK 965800

Amendment Effective Date: October 1, 2011

This amendment is attached to and made part of the Policy specified above and the Certificates issued under it. Its provisions are intended to conform this Policy to the laws of the state in which the insured resides.

The Policy and any Certificates delivered under the Group Policy are amended as follows:

Arkansas residents:

Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

Missouri residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *General Definitions* section, the definition of *Totally Disabled or Total Disability* means either:
   a) the inability of the Covered Person who is currently employed to perform the material and substantial duties of the Covered Person's occupation for a period of at least twelve months. After the initial benefit period, total disability shall mean the Covered Person's inability to perform the material and substantial duties of any occupation for which the Covered Person is qualified by education, training or experience; or
   b) the inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

Montana residents:

Under the *General Definitions* section, the definition of *Sickness* is replaced with the following:

Sickness A physical or mental illness including pregnancy

New Hampshire residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. If applicable, the definition of Emergency Room Treatment is replaced with the following:

Emergency Room Treatment Emergency medical services and care given in a Hospital as an out or inpatient, for a sudden, unexpected onset of a medical condition that manifests itself by symptoms of sufficient severity that in the absence of immediate medical attention could be expected to result in any of the following:
1. serious jeopardy to the covered Employee's health;
2. serious impairment to bodily functions; or
3. serious dysfunction of any bodily organ or part.

3. The definition of Hospital is replaced with the following.

Hospital

An institution that meets all of the following:
1. it is operated pursuant to applicable law;
2. it is primarily and continuously engaged in providing medical care and treatment to sick and injured persons;
3. it is managed under the supervision of a staff of medical doctors;
4. it provides 24-hour nursing services by or under the supervision of a graduate registered nurse (R.N.);
5. it has medical, diagnostic and treatment facilities, with major surgical facilities on its premises, or available on a prearranged basis;
6. it charges for its services.

Hospital shall include a Veteran's Administration Hospital or Federal Government Hospital and the requirement that a patient must incur an expense as an Inpatient shall be waived.

The term Hospital does not include a clinic, facility, or unit of a Hospital for:
1. rehabilitation, convalescent, custodial, educational or nursing care;
2. the aged, drug addicts or alcoholics;
3. a Veteran's Administration Hospital or Federal Government Hospitals unless the Covered Person incurs an expense.

North Carolina residents:

1. If eligibility for insurance is not based on employment status, a Covered Person is considered in Active Service if confined at home under the care of a Physician for Sickness or Injury.

2. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

3. Under the *General Definitions* section, the definition of Hospital is modified to include State tax-supported institutions.

4. Under the *Claim Provisions,* the following changes are made.
   a. *Proof of Loss* must be provided within 180 days of date of loss.
   b. The amount payable to an equitably entitled individual may not exceed $3,000.

South Carolina residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *Claim Provisions,* the following changes are made.
   a. The *Claimant Cooperation Provision* does not apply.
   b. The provision titled *Physical Examination and Autopsy* is replaced with the following:
      Physical Examination and Autopsy
      We, at Our own expense, have the right and opportunity to examine the Covered Person when and as often as We may reasonably require while a claim is pending. If an autopsy is performed, it will be in the State of South Carolina and during the period of contestability unless prohibited by law.
   c. The provision titled *Legal Actions* is replaced with the following:
      Legal Actions
      No action at law or in equity may be brought to recover under this Policy less than 60 days after written or authorized electronic proof of loss has been furnished as required by this Policy. No such action will be brought more than six years after the time such written proof of loss must be furnished.

3. Under the *General Provisions,* the following changes are made.
   The *Multiple Certificates* provision does not apply.

South Dakota residents:

Under the *Common Exclusions* section, the following changes are not permitted:

1. the Covered Person being legally intoxicated as determined according to the laws of the jurisdiction in which the Covered Accident occurred;
2. the Covered Person being Intoxicated. "Intoxicated" means having a blood alcohol level of .08 or higher;
3. the Covered Person operating a motorized vehicle while under the influence of alcohol or drugs as defined according to the laws of the jurisdiction in which the Accident occurred;
4. voluntary ingestion of any narcotic, drug, poison, gas or fumes, unless prescribed or taken under the direction of a Physician and taken in accordance with the prescribed dosage;
5. occupational injuries for which benefits are not paid under the Workers' Compensation Law or any similar law;
6. operating any type of vehicle while under the influence of alcohol or any drug , narcotic or other intoxicant including any prescribed drug for which the Covered Person has been provided a written warning against operating a vehicle while taking it. Under the influence of alcohol, for purposes of this exclusion, means intoxicated, as defined by the law of the state in which the Covered Accident occurred;
7. the Covered Person was driving a Private Passenger Automobile at the time of the Covered Accident that resulted in the Covered Loss; and he was intoxicated, as that term is defined by the laws of the state in which the Covered Accident occurred.

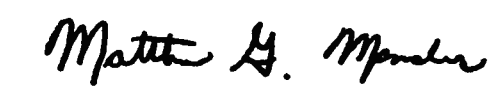
West Virginia residents:

1. Under the *General Definitions* section, the definition of Covered Accident does not include reference to an "external" event.

2. Under the *General Definitions* section, the definition of Hospital does not require that an institution be licensed as a Hospital pursuant to applicable law, but does require that an institution operate pursuant to applicable law.

3. Under the *General Definitions* section, the definition of Totally Disabled or Total Disability is replaced with the following:
   Totally Disabled or Total Disability
   Totally Disabled or Total Disability means either:
   1. inability of the Covered Person who is currently employed to perform substantially all of the material duties of his job, or any other job for which he is or may become qualified by reason of education, training or experience; or
   2. inability of the Covered Person who is not currently employed to perform all of the activities of daily living including eating, transferring, dressing, toileting, bathing, and continence, without human supervision or assistance.

Signed for the
Life Insurance Company of North America



Matthew G. Manders, President

GA-00-3000.00

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number OK 965800 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title:_____ Date: _____

(This Copy Is To Be Returned To Life Insurance Company of North America)

LIFE INSURANCE COMPANY OF NORTH AMERICA
Philadelphia, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number OK 965800 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title:_____ Date: _____

(This Copy Is To Be Retained By Travis County)

Attachment IC-2

Group Active full-time Employee and Dependent Voluntary Life Policy

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the toll-free telephone number for information or to make a complaint at:

1-800-547-5515

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Usted puede llamar al numero de telefono gratis para información o pare someter una queja al:

1-800-547-5515

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al:

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

NOTICE

Any accelerated benefits payable under the policy will reduce the death benefit payable for life insurance. If you elect to accelerate your life insurance benefit, we will send you a statement explaining the amount of your benefit, and what effect (if any) accelerating your life insurance benefit will have on the death benefit face amount, specified amount, accumulation values, cash values, loan amounts, future charges, or future premiums.

Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Employee or the Employee's beneficiary may incur a tax obligation. As with all tax matters, an Employee should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.

Any accidental death benefits that you may have under the policy will not be affected by the acceleration of life insurance benefits.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER:	County of Travis
POLICY NUMBER:	FLX-964188
POLICY DESCRIPTION:	Employee Life Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1

This Policy describes the terms and conditions of coverage. It is issued in Texas and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

11-004700

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SCHEDULE OF BENEFITS

Policy: Group Policy identified as Policy Number: FLX-964188 on the Policy cover page.

Premium Due Date: The last day of each month

Classes of Eligible Employees

On the pages following the definition of eligible employees there is a Schedule of Benefits for each Class of Eligible Employees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If an Employee is eligible under one Class of Eligible Employees and later becomes eligible under a different Class of Eligible Employees, changes in his or her insurance due to the class change will be effective on the first date the Employee is in Active Service on or after the date of the change in class.

Class 1 All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

Class 2 All Disabled Employees who were hired prior to October 1, 2011.

Terminally Ill: Having an illness with a prognosis of 12 months or less live as diagnosed by a Physician.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

For Employees hired after the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

LIFE INSURANCE BENEFITS

Employee Benefits

Amount of Insurance	Amount Employee elected in multiples of the Benefit Level
Benefit Level:	$25,000
Maximum Amount of Insurance or Maximum Benefit:	4 times Annual Compensation, rounded to the next higher $25,000, with a maximum of $250,000

Guaranteed Issue Amount means the amount of insurance Employee can elect without providing medical evidence of insurability. This amount is limited by the Maximum Amount of Insurance or Maximum Benefit.

Guaranteed Issue Amount:
New Employee at hire: $250,000
Existing Employee at October 1, 2012:
an amount equal to the Life Insurance Benefit in effect at enrollment plus one Benefit Level ($25,000)

Age Based Reductions

Life Insurance Benefit for an Employee age 70 and over will reduce to:
65% of the Life Insurance Benefit at age 70
40% of the Life Insurance Benefit at age 75
25% of the Life Insurance Benefit at age 80
15% of the Life Insurance Benefit at age 85

Continuation Options

For Layoff
Maximum Benefit Period: To the end of the month in which the layoff begins

For Non-Medical Administrative Leave of Absence
Maximum Benefit Period: 12 months

For Medical Leave of Absence
Maximum Benefit Period: 12 months

For Family Medical Leave
Maximum Benefit Period: 12 weeks

For Disability	
Maximum Benefit Period:	12 months
Applicable Coverages:	Life Insurance Benefits for the Employee, his or her Spouse and Dependent Children, if any.
Portability Options	
For Employees	See the Former Employee and Spouse/Domestic Partner of a Former Employee sections in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Annual Enrollment Period and Life Status Change
Benefit Levels and Guaranteed Issue Amounts as shown above.

During an Annual Enrollment Period, or within 31 days of a Life Status Change, an Employee currently insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit by one Benefit Level, without satisfying the Insurability Requirement, and an Employee who is eligible for the Voluntary Life Insurance portion of this Policy but who has not previously enrolled may become insured under the Policy for an amount equal to one Benefit Level without satisfying the Insurability Requirement.

Such increases will be effective on the Policy Anniversary following the Annual Enrollment Period or, for increases following a Life Status Change, first of the month following the date of the Life Status Change if the Employer or Insurance Company receives the completed request for a Benefit increases within 31 days of the Life Status Change.

An insured Employee may increase coverage, and an Employee who is eligible but has not enrolled, may become insured for a Benefit in excess of amounts described above only if he or she satisfies the Insurability Requirement. Any excess amounts will be effective on the later of the Policy Anniversary following the Annual Enrollment Period or the date the Insurance Company agrees in writing to insure the Employee.

A Spouse currently insured or who is eligible to be insured under the Voluntary Life Insurance portion of this Policy may increase his or her Voluntary Life Insurance Benefit in units of $10,000, to a Maximum of $30,000, without satisfying the Insurability Requirement. Such increases will be effective on the Policy Anniversary following the Annual Enrollment Period or, for increases following a Life Status Change, first of the month following the date of the Life Status Change if the Employer or Insurance Company receives the completed request for a Benefit increase within 31 day of the Life Status Change.

Reduction in Benefit
An Employee may reduce Insurance Benefits at any time. A request for a Benefit reduction received during an Annual Enrollment Period will become effective on the Policy Anniversary following the Annual Enrollment Period. Any other Benefit reduction will be effective on the date the Insurance Company or Employer receives the completed change form.

Spouse or Domestic Partner and Dependent Child Benefits

Amount of Insurance	Spouse $10,000
Guarantee Issue Amount:	$10,000
Maximum Benefit:	$10,000

Dependent Child $5,000 Per child

The Maximum Benefit for a Dependent Child who is 14 days or less than 6 months old is $1,000.

All Dependent Child benefits are Guaranteed Issue.

Additional Spouse or Domestic Partner Benefits

Amount of Additional Insurance	Units of $10,000
Guaranteed Issue Amount:	$20,000
Maximum Benefit:	$20,000

The Spouse or Domestic Partner and Child Benefits Unit must be elected to be able to elect additional Spouse Benefits

Portability Options For Spouse or Domestic Partner	See the Former Spouse or Domestic Partner section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.
Portability Options For Dependent Children	See the Former Dependent Child section in this Schedule of Benefits for the amounts of insurance an Insured is eligible to continue under this option.

Former Employee Benefits

Amount of Insurance	An amount equal to the Life Insurance Benefit in force on the date he or she no longer qualifies as an Employee, less any amount of conversion insurance issued under the Conversion Privilege for Life Insurance.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Spouse or Domestic Partner of Former Employee Benefits

Amount of Insurance	An amount equal to the Voluntary Life Insurance Benefits in force on the date the Former Employee no longer qualifies as an Employee.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Spouse or Domestic Partner Benefits

Amount of Insurance	An amount equal to the Voluntary Life Insurance Benefits in force on the date the he or she no longer qualifies as a Spouse.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Former Dependent Child Benefits

Amount of Insurance	Units of $25,000
Guaranteed Issue Amount:	$25,000
Maximum Benefit:	$50,000
Maximum Benefit Period	To Age 70

IL-004774

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

For Employees hired on or before the Policy Effective Date:
Closed Class

LIFE INSURANCE BENEFITS

Employee Benefits

Amount of Insurance	As on file with the Policyholder and the Insurance Company
Guaranteed Issue Amount:	As on file with the Policyholder and the Insurance Company
Maximum Benefit:	As on file with the Policyholder and the Insurance Company
Age Based Reductions	Life Insurance Benefit for an Employee age 70 and over will reduce to: 65% of the Life Insurance Benefit at age 70 40% of the Life Insurance Benefit at age 75 25% of the Life Insurance Benefit at age 80 15% of the Life Insurance Benefit at age 85
Continuation Options	
For Layoff	This option does not apply to this class of Employee.
For Leave of Absence	This option does not apply to this class of Employee.
For Family Medical Leave	This option does not apply to this class of Employee.
For Disability	This option does not apply to this class of Employee.
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Spouse or Domestic Partner Benefits

Amount of Insurance	As on file with the Policyholder and the Insurance Company
Guaranteed Issue Amount:	As on file with the Policyholder and the Insurance Company
Maximum Benefit:	As on file with the Policyholder and the Insurance Company
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Dependent Child Benefits

Amount of Insurance	As on file with the Policyholder and the Insurance Company

All Dependent Child benefits are Guaranteed Issue.

Former Employee Benefits

This option does not apply to this class of Employee.

Spouse or Domestic Partner of Former Employee Benefits

This option does not apply to this class of Employee.

Former Spouse or Domestic Partner Benefits

This option does not apply to this class of Employee.

Former Dependent Child Benefits

This option does not apply to this class of Employee.

TL-004774

ELIGIBILITY FOR INSURANCE

Classes of Eligible Persons
A person may be insured only once under the Policy as an Employee, Spouse or Dependent Child, even though he or she may be eligible under more than one class.

Employee
An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later. The Eligibility Waiting Period will not apply to an Employee, in Active Service on the Policy Effective Date, who was covered under the Prior Plan and satisfied the Eligibility Waiting Period, if any, of that plan. Credit will be given for any time that was satisfied.

If a person has previously converted his or her insurance under the Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Employee's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Employee.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed by the Employer, and within one year becomes a member of an eligible class.

Spouse
If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Employee is eligible or the date he or she becomes a Spouse of an Employee, if later.

For the purpose of eligibility, the Spouse must be the lawful Spouse of the Employee and not divorced from, or widowed by the Employee.

Dependent Child
If an Insured is eligible to elect Dependent Child coverage, the Dependent Child is eligible to be insured on the date the Insured is eligible or on the date the child qualifies as a Dependent Child, if later.

In no event will a Dependent Child be eligible to become insured more than once under the Policy.

11.-004710a (TX)

ENROLLING FOR INSURANCE

Initial Open Enrollment
During the Initial Open Enrollment Period, an Employee, his or her eligible Spouse or Dependent Child who were insured, or who were eligible to be insured, under the Prior Plan may become insured under the Voluntary Life Insurance Plan provided by this Policy for a Benefit up to this Policy's Guaranteed Issue Amount, as shown in the Schedule of Benefits, without satisfying any Insurability Requirement. Coverage will not become effective for an Employee, his or her eligible Spouse or Dependent Child if an Employee is not in Active Service, due to Injury or Sickness, on the date his or her coverage would otherwise become effective under this policy. Coverage will become effective on the date the Employee returns to Active Service.

If an Employee's eligible dependent is (a) an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or (b) confined to his or her home under the care of a Physician on the date insurance would otherwise be effective, coverage will be effective on the date the dependent is no longer an inpatient in these facilities or confined at home. If such dependent was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect immediately prior to the Policy Effective Date, but will apply to any increase in coverage.

An Employee or his or her eligible Spouse may become insured for an amount in excess of the Guaranteed Issue Amount only if he or she satisfies the Insurability Requirement. Any excess amount will be effective on the date the Insurance Company agrees in writing to insure that eligible person.

EFFECTIVE DATE OF INSURANCE

An Employee who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse or Dependent Child only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions subject to the provision below:

1. New hires. Coverage is effective first of the month following 30 calendar days from the date of hire.
2. Life Status Change. Coverage will become effective first of the month following the date of the Life Status Change.
3. Annual Enrollment. Coverage becomes effective on the Policy Anniversary Date.

If enrollment information for Employee, Spouse or Dependent Child coverage is not received by either the Employer or the Insurance Company less than 32 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible Employee and Spouse to satisfy the Insurability Requirement before it agrees to insure him or her.

If coverage for a Dependent Child is in force and another Dependent Child becomes eligible, coverage for that child is effective on the date the child qualifies as a Dependent Child.

If an eligible Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to Active Service.

If an eligible Spouse or Dependent Child is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
2. confined to his or her home under the care of a Physician

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Spouse or Dependent Child was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect immediately prior to the Policy Effective Date, but will apply to any increase in coverage. This does not apply to a Dependent Child who is age 6 months or less.

TERMINATION OF INSURANCE

An Insured's coverage will end on the last day of the month after the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date an Employee is no longer in Active Service;
6. for an Employee, Spouse and Dependent Child, the date the Employer cancels participation under the Policy;
7. for any insured Spouse and Dependent Child, the date coverage for the Employee ends.

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CONTINUATION OF INSURANCE

If an Employee is no longer in Active Service, he or she may be eligible to continue insurance. The following provisions explain the continuation options available under the Policy. Please see the Schedule of Benefits to determine the applicability of these benefits on a class level.

Continuation for Layoff, Non-Medical Administrative Leave of Absence, Medical Leave of Absence, Temporary Leave of Absence or Family Medical Leave
Insurance will continue for up to the Maximum Benefit Period shown in the Schedule of Benefits, if the required premium is paid by the Employee directly to the Company.

Continuation for Disability
If an Employee's Active Service ends due to Disability, Life Insurance Benefits as shown in the Schedule of Benefits will continue until the earliest of the following dates.

1. The date the Employee is no longer Disabled.
2. The date the end of the Maximum Benefit Period for this benefit ends.
3. The day after the period for which premiums are paid by the Employee directly to the Company.

If the Employee dies during this period, the Insurance Company will pay the Life Insurance Benefit in effect on the day before he or she became Disabled. However, the Life Insurance Benefit payable will be subject to the provisions of the Policy that may reduce or terminate coverage on account of age, retirement, acceleration or a change in eligible class.

Portability Options
For Employees

If an Employee's coverage under the Policy ends for any of the following reasons:

a. termination of employment; or
b. termination of membership in an eligible class under the Policy;

Life Insurance Benefits may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Employee must apply to the Insurance Company and pay the required premium. If the Employee continues coverage, Spouse or Dependent Child coverage may also be continued by the Employee. The Spouse or Dependent Child must be covered under the Policy on the date coverage would otherwise end. The application must be submitted:

a. within 31 days of the Employee's termination of employment or membership in an eligible class under the Policy; or
b. during the time that the Employee has to exercise the Conversion Privilege.

Coverage under this option may not be elected at a later date.

When applying for this option, the Employee must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

a. spouse;
b. child or children;
c. mother or father;
d. brothers or sisters; or
e. the executors or administrators of the Insured's estate.

When coverage is continued under this option, the Employee becomes a Former Employee. The Spouse becomes a Spouse of a Former Employee. The Dependent Child becomes a Dependent Child of a Former Employee.

If the Former Employee later acquires a Spouse or Dependent Child, he or she may elect coverage for them. The Former Employee must apply to the Insurance Company and pay the required premium. Coverage for the Spouse or Dependent Child will be effective on the date the Insurance Company agrees in writing to insure them. The Insurance Company may require that the Spouse or Dependent Child satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

a. The date the Insurance Company cancels coverage for all Former Employees.
b. The end of the period for which premiums are paid.
c. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for any Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Spouses

If a Spouse is:

a. legally separated, divorced; or
b. widowed

from an insured Employee or Former Employee, Life Insurance Benefits may be continued. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option. The Spouse must apply to the Insurance Company and pay the required premium.

A Spouse who continues coverage may also continue coverage for a Dependent Child. The Dependent Child must be covered under the Policy on the date coverage would otherwise end. A Spouse must elect to continue insurance under this option within 31 days after coverage ends. Coverage may not be elected at a later date.

When applying for this option, a Spouse must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

a. spouse;
b. child or children;
c. mother or father;
d. brothers or sisters; or
e. the executors or administrators of the Spouse's estate.

When coverage is continued under this option, the Spouse becomes a Former Spouse. A separate certificate of insurance will be issued to the Former Spouse. Coverage will be effective on the date after coverage as a Spouse ends if the required premium is paid.

Coverage will end on the earliest of the following dates.

a. The date the Insurance Company cancels coverage for all Former Spouses.
b. The end of the period for which premiums are paid.
c. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

Also, coverage for a Dependent Child will end on any of the dates listed above or when he or she no longer qualifies as a Dependent Child, if earlier.

For Dependent Children

If a Dependent Child is insured under the Policy and is at least 19 years of age, Life Insurance Benefits may be continued under this option. Coverage may be continued up to the Maximum Benefit shown in the Schedule of Benefits for this option.

The Dependent Child must apply to the Insurance Company and pay the required premium. If a Dependent Child does not elect to continue insurance within 31 days after reaching age 19; or the date he or she no longer qualifies as a Dependent Child, if later, coverage under this option may not be elected at a later date.

When applying for this option, a Dependent Child must name a beneficiary. Any beneficiary named previously under the Policy is no longer in effect. If there is no named or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives:

a. spouse;
b. child or children;
c. mother or father;
d. brothers or sisters; or
e. the executors or administrators of the Dependent Child's estate.

When a Dependent Child continues coverage under this option, he or she becomes a Former Dependent Child. A separate certificate of insurance will be issued to the Former Dependent Child. Coverage for a Former Dependent Child will be effective on the following dates.

a. For any Guaranteed Issue Amount, immediately following the date his or her coverage as a Dependent Child ends, provided the Insurance Company receives the required premium.
b. For any amount of insurance that exceeds the Guaranteed Issue Amount, the date the Insurance Company agrees in writing to insure him or her. The Insurance Company will require the Former Dependent Child to satisfy the Insurability Requirement before it agrees to insure him or her.

Coverage will end on the earliest of the following dates.

a. The date the Insurance Company cancels coverage for all Former Dependent Children.
b. The end of the period for which premiums are paid.
c. The date the Former Dependent Child is age 70.
d. The date the Maximum Benefit Period shown in the Schedule of Benefits for this option ends.

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

LIFE INSURANCE BENEFITS

Death Benefit
If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

TI-004730

Accelerated Benefits
Any benefits payable under this Accelerated Benefits provision will reduce the Death Benefit payable for Life Insurance. Any automatic increases in Life Insurance Benefits will end when benefits are payable under this provision.

Terminal Illness Benefit
The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Insured's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means an illness for which a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

TI-004748

Conversion Privilege for Life Insurance
Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of employment;
2. termination of membership in an eligible class under the Policy;
3. termination of the Policy.

The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:

1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than $10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy.

Conversion in these cases is only permitted if the Insured has been covered by the Policy or any group life insurance policy issued to the Employer which the Policy replaced for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:
1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period
If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Insurance Company or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:
1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
   a. the Insured's application for conversion insurance has been received by the Insurance Company; and
   b. the required premium has been paid.

Prior Conversion Limitation
If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

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LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than two years. If a person was not insured for two years under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

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CLAIM PROVISIONS

Notice of Claim
Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

Written notice or notice by any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or notice by any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

Claim Forms
When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished 90 days after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment
Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid within 60 days of receipt of due written proof of such loss to the extent of that payment.

Subject to the receipt of satisfactory written proof of loss, or proof by any electronic/telephonic mean authorized by the Insurance Company all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, or proof by any electronic/telephonic mean authorized by the Insurance Company all, unless otherwise stated in the Description of Benefits.

To Whom Payable
Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to $1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

Change of Beneficiary
The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 4 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

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ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place. If the Insured's coverage amount is reduced due to his or her attained age, premium will be based on the amount of coverage in force on the day after the reduction took place.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 180 days advance written notice but only on the Policy Anniversary Date. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period, and only on the Policy Anniversary Date. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change.
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed.
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation.
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due within 30 days of delivering the Policy. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 180 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Grace Period for the Insured
If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are not paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement of Insurance
Coverage may be reinstated without satisfying the Insurability Requirement, if an Employee's insurance ends because he or she is on an unpaid leave of absence or military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA) and he or she applies for Reinstatement within 31 days of his return to Active Service.

After an Insured's coverage has ceased, it may be reinstated at any date prior to five years after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

TL-004720

SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

FOR EMPLOYEE BENEFITS

Voluntary Life Insurance

Monthly Rates are based on units of $1,000

Under Age 20	$.04	Age 60 - 64	$.67
Age 20 - 24	$.04	Age 65 - 69	$1.00
Age 25 – 29	$.04	Age 70 - 74	$1.76
Age 30 - 34	$.07	Age 75 - 79	$1.76
Age 35 - 39	$.07	Age 80 - 84	$1.76
Age 40 - 44	$.11	Age 85 - 89	$1.76
Age 45 - 49	$.17	Age 90 - 94	$1.76
Age 50 - 54	$.29	Age 95 and over	$1.76
Age 55 - 59	$.41		

A change in rates due to a change in the Employee's age will become effective on the Policy Anniversary Date coinciding with or following the Employee's birthday.

FOR SPOUSE OR DOMESTIC PARTNER AND DEPENDENT CHILD BENEFITS: $1.54

Any increase in benefit amounts of $10,000 for Spouse or Domestic Partner will be subject to age banded rates.

FOR ADDITIONAL SPOUSE OR DOMESTIC PARTNER BENEFITS

Voluntary Life Insurance

Monthly Rates are based on units of $1,000.

Under Age 20	$.04	Age 60 - 64	$.67
Age 20 - 24	$.04	Age 65 - 69	$1.00
Age 25 - 29	$.04	Age 70 - 74	$1.76
Age 30 - 34	$.07	Age 75 - 79	$1.76
Age 35 - 39	$.07	Age 80 - 84	$1.76
Age 40 - 44	$.11	Age 85 - 89	$1.76
Age 45 - 49	$.17	Age 90 - 94	$1.76
Age 50 - 54	$.29	Age 95 and over	$1.76
Age 55 - 59	$.41		

Spouse rates are based on the Spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary Date coinciding with or following the Spouse's birthday.

RATES FOR PORTABLE COVERAGES
FOR FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of $1,000.

Under Age 20	$.153	Age 45 - 49	$.384
Age 20 - 24	$.144	Age 50 - 54	$.726
Age 25 - 29	$.153	Age 55 - 59	$1.347
Age 30 - 34	$.177	Age 60 - 64	$2.461
Age 35 - 39	$.19	Age 65 - 69	$4.065
Age 40 - 44	$.243		

A change in rates due to a change in the Former Employee's age will become effective on the Policy Anniversary Date coinciding with or following the Former Employee's birthday.

FOR FORMER SPOUSE OR DOMESTIC PARTNERS OR SPOUSE OR DOMESTIC PARTNERS OF FORMER EMPLOYEE BENEFITS

Monthly Rates are based on units of $1,000.

Under Age 20	$.153	Age 45 - 49	$.384
Age 20 - 24	$.144	Age 50 - 54	$.726
Age 25 - 29	$.153	Age 55 - 59	$1.347
Age 30 - 34	$.177	Age 60 - 64	$2.461
Age 35 - 39	$.19	Age 65 - 69	$4.065
Age 40 - 44	$.243		

Spouse rates are based on the spouse's date of birth. A change in rates due to a change in the Spouse's age will become effective on the Policy Anniversary Date coinciding with or following the Spouse's birthday.

FOR FORMER DEPENDENT CHILD BENEFITS

Rates are based on $25,000 per Month.

Under Age 20	$2.377	Age 45 - 49	$9.777
Age 20 - 24	$2.777	Age 50 - 54	$16.377
Age 25 - 29	$2.977	Age 55 - 59	$23.477
Age 30 - 34	$3.600	Age 60 - 64	$38.250
Age 35 - 39	$4.177	Age 65 - 69	$54.077
Age 40 - 44	$6.200		

Rates are based on $50,000 per Month

Under Age 20	$4.750	Age 45 - 49	$19.550
Age 20 - 24	$5.550	Age 50 - 54	$32.750
Age 25 - 29	$5.950	Age 55 - 59	$46.950
Age 30 - 34	$7.200	Age 60 - 64	$76.500
Age 35 - 39	$8.350	Age 65 - 69	$108.150
Age 40 - 44	$12.400		

A change in rates due to a change in the Former Dependent Child's age will become effective on the Policy Anniversary Date coinciding with or following the Former Dependent Child's birthday.

GENERAL PROVISIONS

Entire Contract
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement is signed by and has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, the validity of an Insured's coverage will not be contested using such statements.

Misstatement of Age
If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent of the Insurance Company or Employer may change the Policy or waive any of its provisions.

Workers' Compensation Insurance
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates
An individual certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay by the Insurance Company or Employer in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency
The Employer and Plan Administrator are agents of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits or the Policy cover page.

Active Service
An Employee will be considered in Active Service with the Employer on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. He or she is actively at work. This means the Employee is performing his or her regular occupation for the Employer on a Full-time basis, either at one of the Employer's usual places of business or at some location to which the Employer's business requires the Employee to travel.
2. The day is a scheduled holiday, vacation day or period of Employer approved paid leave of absence, other than disability or sick leave after 7 days.

An Employee is considered in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Compensation
An Employee's annual wage or salary as reported by the Employer for work performed for the Employer as of the date the covered loss occurs. It does not include amounts received as bonuses, commissions, overtime pay or other extra compensation.

Dependent Child
An Employee's unmarried child who meets the following requirements.

1. A child 14 days of age;
2. A child who is 14 days but less than 26 years old primarily supported by the Employee;
3. A child who is 14 days or more years old, primarily supported by the Employee and incapable of self-sustaining employment by reason of mental or physical handicap. Proof of the child's condition and dependence must be submitted to the Insurance Company within 31 days after the date the child ceases to qualify as a Dependent for the reasons listed above. During the next two years, the Insurance Company may, from time to time, require proof of the continuation of such condition and dependence. After that, the Insurance Company may require proof no more than once a year.

The term "child" means a child born to or legally adopted by the Employee. The term includes a child during any waiting period prior to the finalization of the child's adoption. It also means a stepchild, including a Domestic Partner's child, living with and financially dependent upon the Employee.

Disabled
An Employee is Disabled if, because of Injury or Sickness, he or she is unable to perform all the material duties of any occupation for which he or she may reasonably become qualified based on education, training or experience.

Employee
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Initial Open Enrollment Period
The period in the calendar year when an eligible Employee who was hired on or before the Policy Effective Date may enroll for the first time for Insurance Benefits under this Policy. This period must be agreed upon by the Employer and the Insurance Company. Refer to Initial Open Enrollment under the Enrolling for Insurance section of the Policy.

Injury
Any accidental loss or bodily harm which results directly and independently of all other causes from an accident.

Insurability Requirement
An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Employee's expense.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Life Status Change
A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or his or her spouse's employment status that affects either person's eligibility for benefits

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date.

Sickness
Any physical or mental illness.

Spouse
The current lawful Spouse of an Employee.

Life Insurance Company of North America
a stock insurance company

Rider to Group Policy No. FLX-964188
Effective Date of Rider: October 1, 2011

Eligible Classes to which this Rider applies: All Classes

MODIFICATION OF GROUP POLICY
TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT
UNDER THE GROUP POLICY FOR TERM LIFE INSURANCE

The provisions of the Policy are modified as follows:

1. All references to the term "Spouse" are replaced by "Spouse or Domestic Partner", except for the following references:
   a. The definition of "Spouse" remains unchanged.
   b. Any reference to "lawful spouse" or "legal spouse" remains unchanged.
   c. Any reference to "Spouse" remains unchanged in the paragraph entitled "To Whom Payable" under the Claims Provisions.
   d. Any reference to "Spouse" in the "Life Status Change" definition remains unchanged.

2. The following Domestic Partner definition is added to the Definitions section of the Group Policy.

   Domestic Partner means: a person of the same or opposite sex, who meets all of the following criteria:

   a. shares the Employee's permanent residence;
   b. has resided with the Employee and is expected to continue to reside with the Employee.
   c. is financially interdependent with the Employee and shares the common necessities of life with the Employee;
   d. has signed a domestic partner declaration with the Employee, if the Employee resides in a jurisdiction that provides for domestic partner declarations;
   e. has not signed a domestic partner declaration with any other person within the last 12 months, if the Employee resides in a jurisdiction that provides for domestic partner declarations;
   f. is no less than 18 years of age;
   g. is not currently legally married to any other person and
   h. is not a blood relative any closer than would prohibit legal marriage.

   In addition to the above requirements, if consent of either party to the Domestic Partner relationship was obtained by force, duress, or fraud, these have the same effects as on the validity of a marriage in Texas.

An Employee's Domestic Partner is eligible for Life Insurance Benefits under the Policy on the later of the Employee's or Former Employee's eligibility date or the date the person becomes the Employee's or Former Employee's Domestic Partner and if all the following conditions are met.

a. The Employee has not been married to any other person within the last 31 days.
b. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the Employee.
c. The Employee and Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify the Insurance Company if the requirements cease to be met, on a form acceptable to the Insurance Company.

To obtain insurance for a Domestic Partner, an Employee must request coverage in writing and agree to make any required premium contributions. Insurance will be effective for a Domestic Partner on the same date specified for a Spouse in the Effective Date of Insurance Provision.

The amount of insurance that applies to a Domestic Partner is shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to the beneficiary chosen by the Domestic Partner. If no beneficiary is named, benefits are payable to the Employee or Former Employee.

Except for the above, this Rider does not change the Group Policy to which it is attached.

Life Insurance Company of North America

Matthew G. Manders, President

TL-007152

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

California Residents:

Conversion Privilege for Life Insurance
Insured Employees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to employees of the Insured Employee's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

Georgia residents:

Special Terms Applicable to Previously Insured Employees Not in Active Service
If an Employee is not in Active Service on the Policy Effective Date, they are not covered under the Policy. However, the Insurance Company agrees to provide a death benefit equal to the lesser of:
1. the amount due under this Policy (without regard to the Active Service provision), or
2. the amount that would have been due under the Prior Plan had it remained in force.

The benefit amount will be reduced by any amount paid by the Prior Plan, or that would have been paid had this Policy not been issued and had timely filing of the claim been made under the Prior Plan.

These special terms will end on the earliest of the following dates:
1. the date the Employee meets the Active Service requirements;
2. the date insurance terminates for one of the reasons stated in the Termination of Insurance provision;
3. 12 months after the Policy Effective Date; or
4. the last day the Employee would have been covered under the Prior Plan if that plan was still in force.

Missouri residents:

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

North Dakota residents:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, County of Travis, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number FLX-964188 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by County of Travis; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

County of Travis

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, County of Travis, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number FLX-964188 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by County of Travis; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

County of Travis

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By County of Travis)

Attachment IC-3

Group Retiree and Dependent Voluntary Life Policy

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the toll-free telephone number for information or to make a complaint at:

1-800-547-5515

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Usted puede llamar al numero de telefono gratis para información o pare someter una queja al:

1-800-547-5515

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al:

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

NOTICE

Any accelerated benefits payable under the policy will reduce the death benefit payable for life insurance. If you elect to accelerate your life insurance benefit, we will send you a statement explaining the amount of your benefit, and what effect (if any) accelerating your life insurance benefit will have on the death benefit face amount, specified amount, accumulation values, cash values, loan amounts, future charges, or future premiums.

Benefits payable under the Accelerated Benefits provision may be taxable. If so, the Retiree or the Retiree's beneficiary may incur a tax obligation. As with all tax matters, a Retiree should consult with a personal tax advisor to assess the impact of this benefit. Accelerated Benefits are not payable if life insurance coverage under the Policy is not in force.

Any accidental death benefits that you may have under the policy will not be affected by the acceleration of life insurance benefits.

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER:	County of Travis
POLICY NUMBER:	FLX-964189
POLICY DESCRIPTION:	Retiree Life Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1

This Policy describes the terms and conditions of coverage. It is issued in Texas and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

TL-004700

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SCHEDULE OF BENEFITS

Policy: Group Policy identified as Policy Number: FLX-964189 on the Policy cover page

Premium Due Date: The last day of each month

Classes of Eligible Retirees

On the pages following the definition of eligible retirees there is a Schedule of Benefits for each Class of Eligible Retirees listed below. For an explanation of these benefits, please see the Description of Benefits provision.

If a Retiree is eligible under one Class of Eligible Retirees and later becomes eligible under a different Class of Eligible Retirees, changes in his or her insurance due to the class change will be effective on the first Anniversary Date after the date of the change in class.

Class 1 All Retirees under the age of 71.

Class 2 All Retirees age 71 and over.

Class 3 All Surviving Spouses of Retirees who died when under the Age of 71.

Class 4 All Surviving Spouses of Retirees who died when age 71 and over.

Terminally Ill: Having an illness with a prognosis of 12 months or less to live as diagnosed by a Physician.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Retiree must be a member of the class to be eligible for coverage.

For Employees who retired on or before the Policy Effective Date:	No Waiting Period.
For Employees who retire after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Retiree Benefits

Amount of Insurance	
Option 1	$15,000
Option 2	$25,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $15,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan

Retiree*
A Retiree is a former employee of the Employer who is currently receiving benefits from the Texas County and District Retirement System and in one of the "Classes of Eligible Retirees." Otherwise, Retiree means a former employee of the Employer who is insured under the Policy.

Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

An eligible Retiree may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Retiree.

A Retiree may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Employer or the Insurance Company receives the completed change form.

Spouse or Domestic Partner Benefits

Amount of Insurance	
Option 1	$7,500
Option 2	$12,500
Guaranteed Issue Amount:	the greater of a) or b) below: a) $7,500, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Spouse*
The current lawful spouse of a Retiree. Client wants language that would state the Spouse if defined throughout the policy.

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TL-004774

SCHEDULE OF BENEFITS FOR CLASS 2

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Retiree must be a member of the class to be eligible for coverage.

For Employees who retired on or before the Policy Effective Date:	No Waiting Period.
For Employees who retire after the Policy Effective Date:	No Waiting Period.

LIFE INSURANCE BENEFITS

Retiree Benefits

Amount of Insurance	An amount elected in units of $5,000
Minimum Benefit:	$5,000
Guaranteed Issue Amount:	the greater of a) or b) below: a) $5,000, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$20,000

Retiree*
A Retiree is a former employee of the Employer who is currently receiving benefits from the Texas County and District Retirement System and in one of the "Classes of Eligible Retirees." Otherwise, Retiree means a former employee of the Employer who is insured under the Policy.

Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

An eligible Retiree may enroll for or increase his or her Voluntary Term Life Insurance Benefits, at any time, only if he or she satisfies the Insurability Requirement. Any amount the Insurance Company approves is effective on the date the Insurance Company agrees in writing to insure the Retiree.

An Retiree may reduce Insurance Benefits at any time. The reduced amount will be effective on the date the Insurance Company receives the completed change form.

Spouse or Domestic Partner Benefits

Amount of Insurance	$2,500
Guaranteed Issue Amount:	the greater of a) or b) below: a) $2,500, or b) an amount equal to the Life Insurance Benefit in effect on the termination date of the Prior Plan
Maximum Benefit:	$5,000
Terminal Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Spouse*
The current lawful spouse of a Retiree.

**Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in the Definitions section or in this Schedule of Benefits or on the Policy cover page.*

SCHEDULE OF BENEFITS FOR CLASS 3

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Insured must be a member of the class to eligible for coverage.

For Surviving Spouses who were widowed on or before the Policy Effective Date:
No waiting period.

For Surviving Spouses who were widowed after before the Policy Effective Date:
No waiting period.

LIFE INSURANCE BENEFITS

Surviving Spouse

Amount of Insurance	
Option 1	$ 7,500
Option 2	$12,500
Guaranteed Issue Amount	the greater of a) or b) below: a) $7,500, or b) an amount equal to the Life Insurance Benefits in effect on the termination date of the Prior Plan
Terminally Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Surviving Spouse*
The former lawful spouse of a Retiree prior to the Retiree passing.

****Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in the Definitions section or in this Schedule of Benefits or on the Policy cover page.***

SCHEDULE OF BENEFITS FOR CLASS 4

Eligibility Waiting Period

The Eligibility Waiting Period is the period of time the Insured must be a member of the class to eligible for coverage.

For Surviving Spouses who were widowed on or before the Policy Effective Date:
No waiting period.

For Surviving Spouses who were widowed after before the Policy Effective Date:
No waiting period.

LIFE INSURANCE BENEFITS

Surviving Spouse

Amount of Insurance	Amount elected by Insured in units of $2,500
Minimum Benefit	$2,500
Guaranteed Issue Amount	the greater of a) or b) below: a) $2,500, or b) an amount equal to the Life Insurance Benefits in effect on the termination date of the Prior Plan
Maximum Benefit:	$5,000
Terminally Illness Benefit	100% of Life Insurance Benefits in force on the date the Insured is determined by the Insurance Company to be Terminally Ill.

Surviving Spouse*
The former lawful spouse of a Retiree prior to the Retiree passing.

****Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in the Definitions section or in this Schedule of Benefits or on the Policy cover page.***

ELIGIBILITY FOR INSURANCE

Classes of Eligible Persons
A person may be insured only once under the Policy as a Retiree, Spouse or Surviving Spouse even though he or she may be eligible under more than one class.

Retiree
A Retiree in one of the Classes of Eligible Persons shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date or the day after he or she completes the applicable Eligibility Waiting Period, if later.

If a person has previously converted his or her insurance under this Policy, he or she will not become eligible until the converted policy is surrendered. This does not apply to any amount of insurance that was previously converted under the Policy due to a reduction in the Retiree's Life Insurance Benefits based on age or a change in class unless those conditions no longer affect the amount of coverage available to the Retiree.

Except as noted in the Reinstatement Provision, if a Retiree terminates coverage and later wishes to reapply, or if a Retiree is rehired, a new Eligibility Waiting Period must be satisfied. A Retiree is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Retirees, and within one year becomes a member of an eligible class.

Spouse
If an Insured is eligible to elect Spouse coverage, the Spouse is eligible to be insured on the date the Retiree is eligible or the date he or she becomes a Spouse of a Retiree, if later.

For the purpose of eligibility the Spouse must be the lawful Spouse of the Retiree and not legally divorced from, or widowed by the Retiree.

Surviving Spouse
If an Insured is eligible to elect Surviving Spouse coverage the Surviving Spouse is eligible to be insured on the date the Retiree is deceased. For the purposes of eligibility as a Surviving Spouse, the Surviving Spouse must have been the lawful Spouse of the deceased Retiree and not divorced from the Retiree at the time of his or her death and covered as a Spouse under the Policy or the Prior Plan.

EFFECTIVE DATE OF INSURANCE

An Insured who is required to contribute to the cost of this insurance may elect insurance for himself or herself and an eligible Spouse only by completing and submitting the enrollment form in a manner approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date and amount of insurance elected.

If an individual elects coverage within 31 days after becoming eligible to enroll, or for any increases, the Guaranteed Issue Amount will be effective on the latest of the following dates:

1. The Policy Effective Date.
2. The first of the month after the date of the event creating eligibility.
3. The date the Employer or Insurance Company receives the completed enrollment form.

If Retiree, Spouse or Surviving Spouse coverage is elected in an amount that exceeds the Guaranteed Issue Amount or an enrollment form is received more than 31 days after becoming eligible to elect coverage, this insurance will be effective on the date the Insurance Company agrees in writing to insure that eligible person. The Insurance Company will require the eligible person to satisfy the Insurability Requirement before it agrees to insure him or her.

If an eligible Retiree, Spouse or Surviving Spouse is:

1. an inpatient in a hospital, hospice, rehabilitation or convalescence center, or custodial care facility; or
2. confined to his or her home under the care of a Physician

on the date insurance would otherwise be effective, it will be effective on the date he or she is no longer an inpatient in these facilities or confined at home. If such Retiree or Spouse or Surviving Spouse was covered by the Prior Plan immediately prior to the Policy Effective Date, this provision will not apply to the amount of coverage in effect as of the Policy Effective Date, but will apply to any increase in coverage.

TL-004712a (TX)

TERMINATION OF INSURANCE

An Insured's coverage will end on the last day of the month after the earliest of the following dates:

1. the date the Insured is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated by the Insurance Company;
3. the date the Insured is no longer in an eligible class;
4. the date coinciding with the end of the last period for which premiums are paid;
5. the date the Employer cancels participation under the Policy; and
6. the date coverage for the Retiree ends, for any insured Spouse, unless coverage for the Retiree ends as a result of his or her death.

TL-004714a (TX)

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits on a class level.

LIFE INSURANCE BENEFITS

Death Benefit
If an Insured dies, the Insurance Company will pay the Life Insurance Benefit in force for that Insured on the date of his or her death.

11.-004730

Accelerated Benefits
This policy provides Accelerated Benefits. Terminal Illness is a qualifying condition for payment of Accelerated Benefits. Any benefits payable under the Terminal Illness Benefit provision will reduce the Death Benefit payable for Life Insurance

Terminal Illness Benefit
The Insurance Company will pay a Terminal Illness Benefit to an Insured who has been determined by the Insurance Company to be Terminally Ill.

The Terminal Illness Benefit is payable only once in an Insured's lifetime.

Determination of Terminal Illness

For the purpose of determining the existence of a Terminal Illness, the Insurance Company will require the Insured submit the following proof.

1. A written diagnosis and prognosis by two Physicians licensed to practice in the United States.
2. Supportive evidence satisfactory to the Insurance Company, including but not limited to radiological, histological or laboratory reports documenting the Terminal Illness.

The Insurance Company may require, at its expense, an examination of the Insured and a review of the documented evidence by a Physician of its choice.

"Terminal Illness" means an illness for which a person has a prognosis of 12 months or less to live, as diagnosed by a Physician.

11.-004748

Conversion Privilege for Life Insurance
Each Insured may convert all or any portion of his or her Life Insurance that would end under the Policy due to:

1. termination of membership in an eligible class under the Policy;
2. termination of the Policy.

The Insured may apply for any type of life insurance the Insurance Company offers to persons of the same age in the amount applied for, except the Insured may not:

1. choose term insurance;
2. apply for an amount of insurance greater than the coverage amount terminating under the Policy (also, the conversion policy will not provide accident, disability or other benefits); or
3. apply for more than $10,000 of insurance if the Policy is terminated or amended to terminate the insurance for any class of Insureds, or the Employer cancels participation under the Policy.

Conversion in these cases is only permitted if the Insured has been covered by the Policy or, any group life insurance policy issued to the Employer which the Policy replaced, for at least 3 years.

If the Insured becomes eligible for coverage under any group life policy within 31 days of termination of coverage under this Policy, the Insured may not convert an amount of insurance greater than the amount of coverage terminating under the Policy less the amount for which he or she may be covered under the other policy.

To apply for conversion insurance, the Insured must, within 31 days after coverage under the Policy ends:

1. submit an application to the Insurance Company; and
2. pay the required premium.

Evidence of insurability is not required.

Premium for the conversion insurance will be based on the age and class of risk of the Insured and the type and amount of coverage issued.

If the Insured has assigned ownership of his group coverage, the owner/assignee must apply for the individual policy.

Conversion insurance will become effective on the 31st day after the date coverage under the Policy ends provided the application is received by the Insurance Company and the required premium has been paid.

If the Insured dies during the 31-day conversion period, the Life Insurance benefits will be paid under the Policy regardless of whether he or she applied for conversion insurance. If a conversion policy is issued, it will be in exchange for any further benefits for that type and amount of insurance from this Policy.

Extension of Conversion Period
If an Insured is eligible for conversion insurance and is not notified of this right at least 15 days prior to the end of the 31-day conversion period, the conversion period will be extended. The Insured will have 15 days from the date notice is given to apply for conversion insurance. In no event will the conversion period be extended beyond 90 days. Notice, for the purpose of this section, means written notice presented to the Insured by the Employer or mailed to the Insured's last known address as reported by the Employer.

If the Insured dies during the extended conversion period, but more than 31 days after his or her coverage under the Policy terminates, Life Insurance benefits:

1. will not be paid under the Policy; and
2. will be payable under the conversion insurance; provided:
    a. the Insured's application for conversion insurance has been received by the Insurance Company; and
    b. the required premium has been paid.

Prior Conversion Limitation
If an Insured is covered under a life insurance conversion policy previously issued by the Insurance Company, he or she will not be eligible for this Conversion Privilege unless the prior coverage has ended.

TI-009740

LIFE INSURANCE EXCLUSIONS

If an Insured commits suicide, while sane or insane, within 2 years from the date his or her insurance under the Policy becomes effective, Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan as a, Retiree, Spouse or Surviving Spouse for more than two years. If a person was not insured for two years under the Prior Plan, credit will be given for the time he or she was insured.

TI-004752

CLAIM PROVISIONS

Notice of Claim
Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's name, the Policy Number and the claimant's name and address.

Written notice or notice by any other electronic/telephonic means authorized by the Insurance Company of a diagnosis of a Terminal Illness on which claim is based must be given to us within 60 days after the diagnosis. If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice or notice by any other electronic/telephonic means authorized by the Insurance Company was given as soon as reasonably possible.

Claim Forms
When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of loss for Accelerated Benefits must be furnished after the date of diagnosis. This proof must describe the occurrence, character and diagnosis for which claim is made.

In case of claim for any other loss, proof must be furnished within 90 days after the date of such loss.

If it is not reasonably possible to submit proof of loss within these time periods, the Insurance Company will not deny or reduce any claim if proof is furnished as soon as reasonably possible. Proof must, in any case, be furnished not more than a year later, except for lack of legal capacity.

Time of Payment
Benefits due under the Policy for a loss, other than a loss for which the Policy provides installment payments, will be paid within 60 days of receipt of due written proof of such loss.

Subject to the receipt of satisfactory written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, all accrued benefits for loss for which the Policy provides installments will be paid monthly; any balance remaining unpaid upon the termination of liability will be paid immediately upon receipt of due written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, unless otherwise stated in the Description of Benefits.

To Whom Payable
Death Benefits will be paid to the Insured's named beneficiary, if any, on file at the time of payment. If there is no named beneficiary or surviving beneficiary, Death Benefits will be paid to the first surviving class of the following living relatives: spouse; child or children; mother or father; brothers or sisters; or to the executors or administrators of the Insured's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

All benefits payable under the Accelerated Benefits section are payable to the Insured, if living. If the Insured dies prior to the payment of an eligible claim for an Accelerated Benefit, benefits will be paid in accordance with the provisions applicable to the payment of Life Insurance proceeds, unless the Insured has directed us otherwise in writing. However, any payment made by us prior to notice of the Insured's death shall discharge us of any benefit that was paid.

All other benefits, unless otherwise stated in the Policy, will be payable to the Insured or the certificate owner if other than the Insured.

Any other accrued benefits which are unpaid at the Insured's death may, at the Insurance Company's option, be paid either to the Insured's beneficiary or to the executor or administrator of the Insured's estate.

If the Insurance Company pays benefits to the executor or administrator of the Insured's estate or to a person who is incapable of giving a valid release, the Insurance Company may pay up to $1,000 to a relative by blood or marriage whom it believes is equitably entitled. This good faith payment satisfies the Insurance Company's legal duty to the extent of that payment.

Change of Beneficiary
The Insured may change the beneficiary at any time by giving written notice to the Employer or the Insurance Company. The beneficiary's consent is not required for this or any other change which the Insured may make unless the designation of beneficiary is irrevocable.

No change in beneficiary will take effect until the form is received by the Employer or the Insurance Company. When this form is received, it will take effect as of the date of the form. If the Insured dies before the form is received, the Insurance Company will not be liable for any payment that was made before receipt of the form.

Physical Examination and Autopsy
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 4 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Insured lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724a (1X)

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

If the Insured's coverage amount is reduced due to acceleration of his or her Death Benefit, his or her premium will be based on the amount of coverage he or she has in force on the day before the reduction took place.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 180 days advance written notice but only on the Policy Anniversary Date. No change in rates will be made until 48 months after the Policy Effective Date. An increase in rates will not be made more often than once in a 12 month period and only on the Policy Anniversary Date. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guaranteed if any of the following events take place.

1. The terms of the Policy change;
2. A division, subsidiary, affiliated company or eligible class is added or deleted from the Policy.
3. There is a change in the factors bearing on the risk assumed;
4. Any federal or state law or regulation is amended to the extent it affects the Insurance Company's benefit obligation or
5. The Insurance Company determines that the Employer has failed to promptly furnish any necessary information requested by the Insurance Company, or has failed to perform any other obligations in relation to the Policy.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due within 30 days of delivering the Policy. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 180 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period.

Grace Period for the Insured
If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

If benefits are paid during the Grace Period for the Insured, the Insurance Company will deduct any overdue premium from the proceeds payable under the Policy.

Reinstatement of Insurance
After an Insured's coverage has ceased, it may be reinstated at any date after the date of termination if the following conditions are met:

1. The Policy is still in force.
2. The Insured is eligible under the Policy.
3. A written request for reinstatement and a new enrollment form are sent to the Insurance Company.
4. The required premium is paid.
5. The Insurability Requirement, if any, is satisfied.

SCHEDULE OF RATES

The following monthly rates apply to all Classes of Eligible Persons unless otherwise indicated.

FOR RETIREE BENEFITS

Voluntary Life Insurance For Class 1 Only

Option 1	$15,000	$2.08
Option 2	$25,000	$6.92

Voluntary Life Insurance For Class 2 Only

Basic Benefit Amount	$5,000	$5.90
Increases in coverage	Units of $5,000	$8.80 per unit

FOR SPOUSE, SURVIVING SPOUSE OR DOMESTIC PARTNER BENEFITS

Voluntary Life Insurance For Class 1 and Class 3 Only

Basic Benefit Amount of $7,500	$2.08
Basic Benefit Amount of $12,500	$6.92

Voluntary Life Insurance For Class 2 and Class 4 Only

Basic Benefit Amount of $2,500		$2.95
Increases in coverage	Units of $2,500	$4.40 per unit

Spouse rates are based on the Retiree's date of birth. A change in rates due to a change in the Retiree's age will become effective on the Policy Anniversary Date coinciding with or following the Retiree's birthday.

Surviving Spouse rates are based on the Former Retiree's date of birth. A change in rates due to a change in the Former Retiree's age will become effective on the Policy Anniversary Date coinciding with or following the Retiree's birthday.

TL-004718

GENERAL PROVISIONS

Entire Contract
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement is signed by and has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, the validity of an Insured's coverage will not be contested using such statements.

Misstatement of Age
If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent of the Insurance Company or Employer may change the Policy or waive any of its provisions.

Certificates
An individual certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay by Insurance Company or Employer in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency
The Employer is the agent of the Insured for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found either in this Definitions section or in the Schedule of Benefits or on the Policy cover page.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Insurability Requirement
An eligible person will satisfy the Insurability Requirement for an amount of coverage on the day the Insurance Company agrees in writing to accept him or her as insured for that amount. To determine a person's acceptability for coverage, the Insurance Company will require evidence of good health and may require it be provided at the Retiree's expense.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Insured, an Insured's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage) of an Insured or Spouse, or a person living in an Insured's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date and includes Retiree coverage.

Life Insurance Company of North America
a stock insurance company

Rider to Group Policy No. FLX-964189
Effective Date of Rider: October 1, 2011

Eligible Classes to which this Rider applies: All Classes

MODIFICATION OF GROUP POLICY
TO ADD DOMESTIC PARTNER AS AN ELIGIBLE DEPENDENT
UNDER THE GROUP POLICY FOR TERM LIFE INSURANCE

The provisions of the Policy are modified as follows:

1. All references to the term "Spouse" are replaced by "Spouse, Surviving Spouse or Domestic Partner", except for the following references:
   a. The definition of "Spouse" remains unchanged.
   b. Any reference to "lawful spouse" or "legal spouse" remains unchanged.
   c. Any reference to "Spouse" remains unchanged in the paragraph entitled "To Whom Payable" under the Claims Provisions.
   d. Any reference to "Spouse" in the "Life Status Change" definition remains unchanged.

2. The following Domestic Partner definition is added to the Definitions section of the Group Policy.

   Domestic Partner means: a person of the same or opposite sex, who meets all of the following criteria:

   a. shares the Retiree's permanent residence;
   b. has resided with the Retiree and is expected to continue to reside with the Retiree;
   c. is financially interdependent with the Retiree and shares the common necessities of life with the Retiree;
   d. has signed a domestic partner declaration with the Retiree, if the Retiree resides in a jurisdiction that provides for domestic partner declarations;
   e. has not signed a domestic partner declaration with any other person within the last 12 months, if the Retiree resides in a jurisdiction that provides for domestic partner declarations;
   f. is no less than 18 years of age;
   g. is not currently legally married to any other person and
   h. is not a blood relative any closer than would prohibit legal marriage.

   In addition to the above requirements, if consent of either party to the Domestic Partner relationship was obtained by force, duress, or fraud, these have the same effects as on the validity of a marriage in Texas.

An Retiree's Domestic Partner is eligible for Life Insurance Benefits under the Policy on the later of the Retiree's eligibility date or the date the person becomes the Retiree's Domestic Partner and if all the following conditions are met.

a. The Retiree has not been married to any other person within the last 31 days.
b. The Domestic Partner is the only person meeting the Policy's definition of "Domestic Partner" with respect to the Retiree.
c. The Retiree and Domestic Partner furnish a notarized affidavit or signed statement reflecting these requirements, and an agreement to notify the Insurance Company if the requirements cease to be met, on a form acceptable to the Insurance Company.

To obtain insurance for a Domestic Partner, a Retiree must request coverage in writing and agree to make any required premium contributions. Insurance will be effective for a Domestic Partner on the same date specified for a Spouse in the Effective Date of Insurance Provision.

The amount of insurance that applies to a Domestic Partner is shown in the Schedule of Benefits.

Death benefits with respect to any Domestic Partner will be payable to the beneficiary chosen by the Domestic Partner. If no beneficiary is named, benefits are payable to the Retiree.

Except for the above, this Rider does not change the Group Policy to which it is attached.

Life Insurance Company of North America

Matthew G. Manders, President

TL-007152

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If a Retiree resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

California Residents:

Conversion Privilege for Life Insurance
Insured Retirees and Insured Spouses may convert to an individual policy of life insurance for an amount not greater than the Conversion Amount shown below when the Policy ends, without regard to any requirement that the person be insured under the policy for a specified period of time, if all of the following apply.

a. The Insured became Totally Disabled while covered for the Life Benefit of the Policy. Totally Disabled means the person is unable to perform all the material duties of any occupation for which he or she may reasonably be qualified based on training, education and experience.
b. The Insured remained Totally Disabled until the Policy ended while covered for the Life Benefit of this Policy.
c. The Policy does not provide a Waiver of Premium, Extended Death Benefit Provision or monthly payments to Totally Disabled Insureds for the Life Benefit.
d. The person meets all other conditions for converting the insurance.

Conversion Amount - Insured's life insurance amount under the Policy on the date the Policy ends minus the amount for which the Insured is insured under a group policy that provides life coverage to retirees of the Insured Retiree's Employer covered under this Policy. The dollar limit that applies to the amount for conversion at Policy termination does not apply.

The requirement that the Insured be covered under the Policy for the stated number of years in order to convert life insurance does not apply.

Minnesota residents:

The following "Continuation of Life Insurance" provision is applicable to Minnesota residents if the Employer has a minimum of 25 Retirees who reside in Minnesota, the Minnesota Retirees represent at least 25% of all covered Retirees under the Policy, and the Policy does not offer Portability.

Continuation Of Life Insurance – This provision shall not apply to the extent that the Policy provides for the right of Retirees to continue insurance on a direct billed basis following termination of employment (Portability).

This provision shall apply with respect to Retirees whose coverage under the Policy is terminated due to: (i) voluntary or involuntary termination or layoff from employment, for any reason other than gross misconduct; or (ii) reduction in hours such that the Retiree is not eligible for insurance under the Policy. This provision shall only apply to Retirees who, on such date, are Minnesota residents.

For those Retirees subject to this provision, life insurance coverage may be continued under the Policy for 18 months or until the date that the Retiree becomes covered under another group policy, whichever is shorter. Coverage provided under this provision will also end if the Policy is terminated.

The premium required for continued coverage shall be the premium under the Policy applicable to the Retiree's class and amount of coverage. The Employer may charge an additional amount, not to exceed 2% of such premium, for collecting premium contributions from former Retirees. The Employer shall notify the Retiree of the right to continue and the required premium contribution. The Retiree may elect to continue within 60 days of termination by paying the required premium, and may continue coverage in force by paying the required premium, without demand, on a monthly basis, as of the first of each month, to the Employer. Coverage will end at the end of any month in which the Retiree has failed to pay premium to the Employer.

If continued coverage remains in force at the end of the 18 month period, or on termination of the Policy, the Retiree may choose any conversion right then available under the Policy.

In the event the Retiree dies during the 60 day right to elect period without having become insured under another group policy, or dies while continued coverage is in force, the death benefit will be paid to the beneficiary chosen by the Retiree under the terms of the Policy.

Continued coverage will include eligible dependents who were covered on the Retiree's date of termination, provided the dependent remains eligible as a dependent of the Retiree. In the event that the dependent ceases to be eligible, the dependent may choose any conversion right then available under the Policy.

Missouri residents:

Applicable to Voluntary Life Insurance Benefits

If an Insured commits suicide, while sane or insane, within 1 year from the date his or her insurance under the Policy becomes effective, Voluntary Life Insurance Benefits will be limited to a refund of the premiums paid on the Insured's behalf. The suicide exclusion applies from the effective date of any additional benefits or increases in Life Insurance Benefits.

Except for any amount of benefits in excess of the Prior Plan's benefits, this exclusion will not apply to any person covered under the Prior Plan for more than one year. If a person was not insured for one year under the Prior Plan, credit will be given for the time he or she was insured.

If a Dependent Child commits suicide and is survived by other Dependent Children covered under the same certificate, no refund of premiums will be paid.

North Dakota residents:

The Suicide exclusion, if any, is limited to one year from the effective date of insurance. The suicide exclusion with respect to any increase in death benefits which results from an application of the insured subsequent to the effective date, if any, is limited to one year from the effective date of the increase.

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, County of Travis, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number FLX-964189 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by County of Travis; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

County of Travis

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

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County of Travis

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By County of Travis)

Attachment IC-4

Policy Number VDT 960952
Short Term Disability

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the toll-free telephone number for information or to make a complaint at:

1-800-547-5515

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Usted puede llamar al numero de telefono gratis para información o pare someter una queja al:

1-800-547-5515

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al:

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

TL-004426

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER:	Travis County
POLICY NUMBER:	VDT-960952
POLICY DESCRIPTION:	Short Term Disability Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1

This Policy describes the terms and conditions of coverage. It is issued in Texas and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

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SCHEDULE OF BENEFITS

Policy: Group policy identified as Policy Number: VDT-960952 on the policy cover page

Premium Due Date: The last day of each month

Classes of Eligible Employees

Class 1 All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

For Employees hired on or before the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

For Employees hired after the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

Definition of Disability/Disabled
The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is:

1. unable to perform the material duties of his or her Regular Occupation; and
2. unable to earn 80% or more of his or her Covered Earnings from working in his or her Regular Occupation.

The Insurance Company will require proof of earnings and continued Disability.

Definition of Covered Earnings
Covered Earnings means an Employee's wage or salary as reported as of August 31st of each year by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on August 31st, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Elimination Period
For Accident: 14 calendar days
For Sickness: 14 calendar days

Gross Disability Benefit	The lesser of 60% of an Employee's weekly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit.
Maximum Disability Benefit	$1,500 per week
Minimum Disability Benefit	$25 per week

Disability Benefit Calculation

Disability Benefits means either the Minimum Disability Benefit or what remains of the Gross Disability Benefit after the following disability benefit calculations are completed, whichever is larger.

The Weekly Benefit payable to the Employee for any week the Employee is Disabled is the Gross Disability Benefit minus Other Income Benefits.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf.

Return to Work Incentive

An Employee may work for wage or profit while Disabled. In any week in which the Employee works and a Disability Benefit is payable, the Return to Work Incentive Benefit Calculation applies.

During any week the Employee has Disability Earnings, his or her benefits will be calculated as follows:

1. Add the Employee's Gross Disability Benefit and Disability Earnings.
2. Compare the sum from 1. to the Employee's Covered Earnings.
3. If the sum from 1. exceeds 100% of the Employee's Covered Earnings, then subtract the Covered Earnings from the sum in 1.
4. The Employee's Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits.
5. If the sum from 1. does not exceed 100% of the Employee's Covered Earnings, the Employee's Gross Disability Benefit will be reduced by Other Income Benefits.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a modified work arrangement and he or she refuses to do so without Good Cause.

Maximum Benefit Period

For Accident: The date the 13th Disability Benefit is payable.
For Sickness: The date the 13th Disability Benefit is payable.

Initial Premium Rates

$.30 per $10 of Weekly Benefit

TL-004774

ELIGIBILITY FOR INSURANCE

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

TL-004710

EFFECTIVE DATE OF INSURANCE

An Employee who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date coverage is elected.

Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions subject to the provision below:

1. New hires. Coverage is effective first of the month following 30 calendar days from the date of hire.
2. Life Status Change. Coverage will become effective first of the month following the date of the change.
3. Annual Enrollment. Coverage becomes effective on the Policy Anniversary Date.

If an Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

TL-004712

TERMINATION OF INSURANCE

An Employee's coverage will end on the last day of the month after the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated;
3. the date the Employee is no longer in an eligible class;
4. the day after the end of the period for which premiums are paid;
5. the date the Employee is no longer in Active Service;
6. the date benefits end for failure to comply with the terms and conditions of the Policy.

Disability Benefits will be payable to an Employee who is entitled to receive Disability Benefits when the Policy terminates, if he or she remains disabled and meets the requirements of the Policy. Any period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered.

TL-007505.00

CONTINUATION OF INSURANCE

This Continuation of Insurance provision modifies the Termination of Insurance provision to allow insurance to continue under certain circumstances if the Insured Employee is no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the Termination of Insurance provisions.

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever comes first.

If an Employee's Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), insurance will continue up to the later of the period of his or her approved FMLA leave or the leave period required by law in the state in which he or she is employed. Premiums are required for this coverage.

If an Employee's Active Service ends due to medical leave of absence approved in writing by the Employer, insurance will continue for an Employee for up to 12 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to non-medical administrative leave of absence approved in writing by the Employer in accordance with the Employer's reporting requirements, insurance will continue for an Employee for up to 12 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to Temporary Layoff, insurance will continue for an Employee for up to the end of the month in which the layoff begins. Premiums are required for this coverage.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, insurance for an Employee will continue until the last day of the month in which the earliest of the following occurs:

a. the date the Employee's employment relationship with the Employer terminates;
b. the date premiums are not paid when due;
c. the end of the 30 day period that begins with the first day of such excused absence;
d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if an Employee's Active Service ends due to termination of employment or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this provision will not apply.

If an Employee's insurance is continued pursuant to this Continuation of Insurance provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

TL-009970.00

TAKEOVER PROVISION

This provision applies only to Employees eligible under this Policy who were covered for short term disability coverage on the day prior to the Policy Effective Date under the Prior Plan provided by the Policyholder or by an entity that has been acquired by the Policyholder.

A. This section A applies to Employees who are not in Active Service on the day prior to the Policy Effective Date due to a reason for which the Prior Plan and this Policy both provide for continuation of insurance. If required premium is paid when due, the Insurance Company will insure an Employee to which this section applies against a Disability that occurs after the Policy Effective Date for the affected employee group. This coverage will be provided until the earlier of the date: (a) the Employee returns to Active Service, (b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c) the date continuation of insurance under this Policy would end if computed from the first day the Employee was not in Active Service. The Policy will provide this coverage as follows:

   1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.
   2. If the Disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that Disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of pre-existing condition limitations.

B. The Elimination Period under this Policy will be waived for a Disability which begins while the Employee is insured under this Policy if all of the following conditions are met:

   1. The Disability results from the same or related causes as a Disability for which weekly benefits were payable under the Prior Plan;
   2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
   3. An Elimination Period would not apply to the Disability if the Prior Plan had not ended;
   4. The Disability begins within 14 days of the Employee's return to Active Service and the Employee's insurance under this Policy is continuous from this Policy's Effective Date.

C. Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the pre-existing condition limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the pre-existing condition limitation of that plan, credit will be given for any time that was satisfied under the Prior Plan's pre-existing condition limitation.

   Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

   If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

TL-005108

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

Disability Benefits
The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Policy. He or she must provide the Insurance Company satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Insurance Company will require continued proof of the Employee's Disability for benefits to continue.

Elimination Period
The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

Disability Benefit Calculation
The Disability Benefit Calculation is shown in the Schedule of Benefits. Weekly Disability Benefits are based on the number of days in a normally scheduled work week for the Employee immediately before the onset of Disability. They will be prorated if payable for any period less than a week. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive.

Return to Work Incentive
The Return to Work Incentive is shown in the Schedule of Benefits. An Employee may work for wage or profit while Disabled. In any week in which the Employee works and a Disability Benefit is payable, the Return to Work Incentive applies.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

Minimum Benefit
The Insurance Company will pay the Minimum Benefit shown in the Schedule of Benefits despite any reductions made for Other Income Benefits. The Minimum Benefit will not apply if benefits are being withheld to recover an overpayment of benefits.

Other Income Benefits
An Employee for whom Disability Benefits are payable under this Policy may be eligible for benefits from Other Income Benefits. If so, the Insurance Company may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any proceeds payable under any group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
2. any amounts received (or assumed to be received*) by the Employee under any workers' compensation, occupational disease, unemployment compensation law or similar state or federal law payable for Injury or Sickness arising out of work with the Employer, including all permanent and temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.

*See the Assumed Receipt of Benefits provision

Increases in Other Income Benefits
Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

Lump Sum Payments
Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits
The Insurance Company will assume the Employee is receiving benefits for which they are eligible from Other Income Benefits if (assumed to be received*) is applicable to the benefit. The Insurance Company will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee.

The Insurance Company will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Insurance Company determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

Recovery of Overpayment
The Insurance Company has the right to recover any benefits it has overpaid. The Insurance Company may use any or all of the following to recover an overpayment:

1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Policy; and/or
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

Successive Periods of Disability
A separate period of Disability will be considered continuous:

1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to work in his or her Regular Occupation for less than 14 days; and
3. if the Employee earns less than the percentage of Covered Earnings that would still qualify him or her to meet the definition of Disability/Disabled during at least one week.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

LIMITATIONS

Pre-Existing Condition Limitation
The Insurance Company will not pay benefits for any period of Disability caused or contributed to by, or resulting from, a Pre-existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which the Employee incurred medical expenses, received medical treatment, care or services including diagnostic measures, or took prescribed drugs or medicines within 3 months before his or her most recent effective date of insurance.

This limitation will not apply to a period of Disability that begins after an Employee is covered for at least 12 months after his or her most recent effective date of insurance, or the effective date of any added or increased benefits.

ADDITIONAL BENEFITS

Rehabilitation During a Period of Disability
If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in a Rehabilitation Plan. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. The Insurance Company will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to perform the assessment, develop a Rehabilitation Plan, and discuss return to work opportunities.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the Rehabilitation Plan.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, no Disability Benefits will be paid, and insurance will end.

TL-007501.00

TERMINATION OF DISABILITY BENEFITS

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Covered Earnings set forth in the definition of Disability;
2. the date the Insurance Company determines he or she is not Disabled;
3. the end of the Maximum Benefit Period;
4. the date the Employee dies;
5. the date the Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment;
6. the date the Employee is no longer receiving Appropriate Care;
7. the date the Employee fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Benefits may be resumed if the Employee begins to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated.

TL-007502.00

EXCLUSIONS

The Insurance Company will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane.
2. war or any act of war, whether or not declared.
3. active participation in a riot.
4. commission of a felony.
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.
6. any cosmetic surgery or surgical procedure that is not Medically Necessary; "Medically Necessary" means the surgical procedure is: (a) prescribed by a Physician as required treatment of the Injury or Sickness; and (b) appropriate according to conventional medical practice for the Injury or Sickness in the locality in which the surgery is performed. (The Insurance Company will pay benefits if the Disability is caused by the Employee donating an organ in a non-experimental organ transplant procedure.)

In addition, the Insurance Company will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

TL-007503.00

CLAIM PROVISIONS

Notice of Claim
Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Claim Forms
When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

Time of Payment
Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

To Whom Payable
Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

Physical Examination and Autopsy
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 4 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724a (TX)

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 180 days advance written notice but only on the Policy Anniversary Date. No change in rates will be made until 36 months after the Effective Date. An increase in rates will not be made more often than once in a 12 month period and only on the Policy Anniversary Date. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guarantee, if any of the following events take place.

1. The Policy terms change.
2. A division, subsidiary, eligible company, or class is added or deleted.
3. There is a change of more than 10% in the number of Insureds.
4. Federal or state laws or regulation affecting benefit obligations change.
5. Other changes occur in the nature of the risk that would affect the Insurance Company's original risk assessment.
6. The Insurance Company determines the Employer fails to furnish necessary information.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due within 30 day of the delivery of the Policy. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice Of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 180 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Grace Period for the Insured
If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

Reinstatement of Insurance
An Employee's insurance may be reinstated if it ends because he or she is on an unpaid leave of absence. If an Employee's Active Service ended due to an approved leave pursuant to the Family and Medical Leave Act (FMLA) and Continuation of Insurance is not applicable, an Employee's insurance may be reinstated at the conclusion of the FMLA leave.

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence, other than an approved FMLA leave, insurance may be reinstated only:
1. If the reinstatement occurs within 12 weeks from the date insurance ends, or
2. When returning from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA).

For insurance to be reinstated the following conditions must be met:
1. An Employee must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. The Insurance Company must receive a written request for reinstatement within 31 days from the date an Employee returns to Active Service.

An Employee's Insurance may be reinstated if it ends because he or she is terminated and later reinstated in his or her position as a result of a settlement in or judicial determination of an employment law claim and the reinstatement of benefits is a term of the settlement or judicial determination.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended due to an unpaid leave of absence or Temporary Layoff, credit will be given for any time that was satisfied.

TL-009960.00

GENERAL PROVISIONS

Entire Contract
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement is signed by and has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, the validity of an Insured's coverage will not be contested using such statements.

Policy Changes
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent of Ours or the Policyholder may change the Policy or waive any of its provisions.

Workers' Compensation Insurance
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates
An individual certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay by Insurance Company or Employer in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency
The Employer is the agent of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

TL-004726a (TX)

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found in this Definitions section or in the Schedules of Benefits or on the Policy cover page.

Accident
An Accident is a sudden, unforeseeable external event that causes bodily Injury to an Insured while coverage is in force under the Policy.

Active Service
An Employee is in Active Service on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. The Employee is performing his or her regular occupation for the Employer on a full-time basis. He or she must be working at one of the Employer's usual places of business or at some location to which the employer's business requires an Employee to travel.
2. The day is a scheduled holiday or vacation day and the Employee was performing his or her regular occupation on the preceding scheduled work day.

An Employee is in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Enrollment Period
The period in each calendar year when an eligible Employee may enroll for or change benefit elections under the Policy. This period must be agreed upon by the Employer and the Insurance Company.

Appropriate Care
Appropriate Care means the Employee:

1. Has received treatment, care and advice from a Physician who is qualified and experienced in the diagnosis and treatment of the conditions causing Disability. If the condition is of a nature or severity that it is customarily treated by a recognized medical specialty, the Physician is a practitioner in that specialty.
2. Continues to receive such treatment, care or advice as often as is required for treatment of the conditions causing Disability.
3. Adheres to the treatment plan prescribed by the Physician, including the taking of medications.

Disability Earnings
Any wage or salary for any work performed for any employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

Employee
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Furlough
Furlough means a temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance not to exceed 30 days at a time.

Good Cause
A medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

Injury
Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage) of an Employee or spouse, or a person living in an Employee's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of the Policyholder in effect on the day prior to the Policyholder's commencement of this Policy after the Policy Effective Date.

Regular Occupation
The occupation the Employee routinely performs at the time the Disability begins. In evaluating the Disability, the Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

Rehabilitation Plan
A written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. work, which may include modified work and work on a part-time basis.

Sickness
Any physical or mental illness.

Temporary Layoff
Temporary Layoff means a temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as termination of employment.

TL-007500.44 as modified by TL-009980

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

Louisiana residents:

The percentage of Covered Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

Minnesota residents:

The Pre-existing Condition Limitation, if any, may not be longer than 24 months from the insured's most recent effective date of insurance.

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number VDT-960952 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number VDT-960952 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title: _____ Date: _____

(This Copy Is To Be Retained By Travis County)

Attachment IC-5

Policy Number VDT 960953
Long Term Disability

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the toll-free telephone number for information or to make a complaint at:

1-800-547-5515

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the
Texas Department of Insurance
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the agent or company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

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 solicitar información o presentar una queja:

Usted puede llamar al numero de telefono gratis para información o pare someter una queja al:

1-800-547-5515

Puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos o quejas llamando al:

1-800-252-3439

También puede escribir al Texas Department of Insurance (Departamento de Seguros de Texas)
P.O. Box 149091
Austin, TX 78714-9104
FAX # (512) 475-1771

CONFLICTOS POR PRIMAS O RECLAMACIONES: En caso de tener un conflicto relacionado con su prima o una reclamación, debe comunicarse primero con el agente o la compañía. Si el conflicto no se resuelve, usted puede comunicarse con el Departamento de Seguros de Texas.

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.

IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION

(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time **(irrespective of the policyholder's residency at policy issue)**
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

LIFE INSURANCE COMPANY OF NORTH AMERICA
1601 CHESTNUT STREET
PHILADELPHIA, PA 19192-2235
(800) 732-1603 TDD (800) 552-5744
A STOCK INSURANCE COMPANY

GROUP POLICY

POLICYHOLDER:	Travis County
POLICY NUMBER:	VDT-960953
POLICY DESCRIPTION:	Long Term Disability Insurance
POLICY EFFECTIVE DATE:	October 1, 2011
POLICY ANNIVERSARY DATE:	October 1

This Policy describes the terms and conditions of coverage. It is issued in Texas and shall be governed by its laws. The Policy goes into effect on the Policy Effective Date, 12:01 a.m. at the Policyholder's address.

In return for the required premium, the Insurance Company and the Policyholder have agreed to all the terms of this Policy.

Scott Kern, Corporate Secretary

Matthew G. Manders, President

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SCHEDULE OF BENEFITS

Policy: Group policy identified as Policy Number: VDT-960953 on the policy cover page

Premium Due Date: The last day of each month

Classes of Eligible Employees

Class 1 All active, Full-time Employees of the Employer regularly working a minimum of 20 hours per week.

SCHEDULE OF BENEFITS FOR CLASS 1

Eligibility Waiting Period

For Employees hired on or before the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

For Employees hired after the Policy Effective Date:
The first of the month following 30 calendar days after the date of hire.

Definition of Disability/Disabled
The Employee is considered Disabled if, solely because of Injury or Sickness, he or she is:
1. unable to perform the material duties of his or her Regular Occupation; and
2. unable to earn 80% or more of his or her Indexed Earnings from working in his or her Regular Occupation.

After Disability Benefits have been payable for 24 months, the Employee is considered Disabled if, solely due to Injury or Sickness, he or she is:
1. unable to perform the material duties of any occupation for which he or she is, or may reasonably become, qualified based on education, training or experience; and
2. unable to earn 60% or more of his or her Indexed Earnings.

The Insurance Company will require proof of earnings and continued Disability.

Definition of Covered Earnings
Covered Earnings means an Employee's wage or salary as reported as of August 31st of each year by the Employer for work performed for the Employer as in effect just prior to the date Disability begins. Covered Earnings are determined initially on the date an Employee applies for coverage. A change in the amount of Covered Earnings is effective on August 31st, if the Employer gives us written notice of the change and the required premium is paid.

It does not include amounts received as bonus, commissions, overtime pay or other extra compensation.

Any increase in an Employee's Covered Earnings will not be effective during a period of continuous Disability.

Elimination Period	90 calendar days
Gross Disability Benefit	The lesser of 60% of an Employee's monthly Covered Earnings rounded to the nearest dollar or the Maximum Disability Benefit.
Maximum Disability Benefit	$6,000 per month
Minimum Disability Benefit	The greater of $100 or 10% of an Employee's Monthly Benefit prior to any reductions for Other Income Benefits.

Disability Benefit Calculation

Disability Benefits means either the Minimum Disability Benefit or what remains of the Gross Disability Benefit after the following disability benefit calculations are completed, whichever is larger.

The Disability Benefit payable to the Employee is figured using the Gross Disability Benefit, Other Income Benefits and the Return to Work Incentive. Monthly Benefits are based on a 30-day month. The Disability Benefit will be prorated if payable for any period less than a month.

During any month the Employee has no Disability Earnings, the monthly benefit payable is the Gross Disability Benefit less Other Income Benefits. During any month the Employee has Disability Earnings, benefits are determined under the Return to Work Incentive. Benefits will not be less than the minimum benefit shown in the Schedule of Benefits except as provided under the section Minimum Benefit.

"Other Income Benefits" means any benefits listed in the Other Income Benefits provision that an Employee receives on his or her own behalf.

Return to Work Incentive

During any month the Employee has Disability Earnings, his or her benefits will be calculated as follows.

The Employee's monthly benefit payable will be calculated as follows during the first 24 months disability benefits are payable and the Employee has Disability Earnings:

1. Add the Employee's Gross Disability Benefit and Disability Earnings.
2. Compare the sum from 1. to the Employee's Indexed Earnings.
3. If the sum from 1. exceeds 100% of the Employee's Indexed Earnings, then subtract the Indexed Earnings from the sum in 1.
4. The Employee's Gross Disability Benefit will be reduced by the difference from 3., as well as by Other Income Benefits.
5. If the sum from 1. does not exceed 100% of the Employee's Indexed Earnings, the Employee's Gross Disability Benefit will be reduced by Other Income Benefits.

After disability benefits are payable for 24 months, the monthly benefit payable is the Gross Disability Benefit reduced by Other Income Benefits and 50% of Disability Earnings.

No Disability Benefits will be paid, and insurance will end if the Insurance Company determines the Employee is able to work under a modified work arrangement and he or she refuses to do so without Good Cause.

Additional Benefits

Catastrophic Disability Benefit

Amount of Benefit:	20% of an Employee's monthly Covered Earnings to a maximum monthly benefit of $5,000.

Survivor Benefit

Amount of Benefit:	100% of the sum of the last full Disability Benefit plus the amount of any Disability Earnings by which the benefit had been reduced for that month.
Maximum Benefit Period	A single lump sum payment equal to 6 monthly Survivor Benefits.

Maximum Benefit Period

The later of the Employee's SSNRA* or the Maximum Benefit Period listed below.

Age When Disability Begins	Maximum Benefit Period
Age 62 or under	The Employee's 65th birthday or the date the 42nd Monthly Benefit is payable, if later.
Age 63	The date the 36th Monthly Benefit is payable.
Age 64	The date the 30th Monthly Benefit is payable.
Age 65	The date the 24th Monthly Benefit is payable.
Age 66	The date the 21st Monthly Benefit is payable.
Age 67	The date the 18th Monthly Benefit is payable.
Age 68	The date the 15th Monthly Benefit is payable.
Age 69 or older	The date the 12th Monthly Benefit is payable.

*SSNRA means the Social Security Normal Retirement Age in effect under the Social Security Act on the Policy Effective Date.

Initial Premium Rates

$.50 per $100 of Covered Payroll

Covered Payroll for an Employee will mean his or her Covered Earnings as reported as of the August 31st prior to the date the determination is made. However, an Employee's Covered Payroll will not include any part of his or her monthly Covered Earnings which exceed $10,000.

TL-004774

ELIGIBILITY FOR INSURANCE

An Employee in one of the Classes of Eligible Employees shown in the Schedule of Benefits is eligible to be insured on the Policy Effective Date, or the day after he or she completes the Eligibility Waiting Period, if later. The Eligibility Waiting Period is the period of time the Employee must be in Active Service to be eligible for coverage. It will be extended by the number of days the Employee is not in Active Service.

Except as noted in the Reinstatement Provision, if an Employee terminates coverage and later wishes to reapply, or if a former Employee is rehired, a new Eligibility Waiting Period must be satisfied. An Employee is not required to satisfy a new Eligibility Waiting Period if insurance ends because he or she is no longer in a Class of Eligible Employees, but continues to be employed and within one year becomes a member of an eligible class.

TL-004710

EFFECTIVE DATE OF INSURANCE

An Employee who is required to contribute to the cost of this insurance may elect to be insured only by authorizing payroll deduction in a form approved by the Employer and the Insurance Company. The effective date of this insurance depends on the date coverage is elected.

Insurance becomes effective for an eligible Employee who applies and agrees to make required contributions subject to the provision below:

1. New hires. Coverage is effective first of the month following 30 calendar days from the date of hire.
2. Life Status Change. Coverage will become effective first of the month following the date of the change.
3. Annual Enrollment. Coverage becomes effective on the Policy Anniversary Date.

If an Employee is not in Active Service on the date insurance would otherwise be effective, it will be effective on the date he or she returns to any occupation for the Employer on a Full-time basis.

TL-004712

TERMINATION OF INSURANCE

An Employee's coverage will end on the last day of the month after the earliest of the following dates:

1. the date the Employee is eligible for coverage under a plan intended to replace this coverage;
2. the date the Policy is terminated;
3. the date the Employee is no longer in an eligible class;
4. the day after the end of the period for which premiums are paid;
5. the date the Employee is no longer in Active Service;
6. the date benefits end for failure to comply with the terms and conditions of the Policy.

Disability Benefits will be payable to an Employee who is entitled to receive Disability Benefits when the Policy terminates, if he or she remains disabled and meets the requirements of the Policy. Any period of Disability, regardless of cause, that begins when the Employee is eligible under another group disability coverage provided by any employer, will not be covered.

TL-007505.00

CONTINUATION OF INSURANCE

This Continuation of Insurance provision modifies the Termination of Insurance provision to allow insurance to continue under certain circumstances if the Insured Employee is no longer in Active Service. Insurance that is continued under this provision is subject to all other terms of the Termination of Insurance provisions.

Disability Insurance continues if an Employee's Active Service ends due to a Disability for which benefits under the Policy are or may become payable. Premiums for the Employee will be waived while Disability Benefits are payable. If the Employee does not return to Active Service, this insurance ends when the Disability ends or when benefits are no longer payable, whichever occurs first.

If an Employee's Active Service ends due to an approved leave pursuant to the Family and Medical Leave Act (FMLA), insurance will continue up to the later of the period of his or her approved FMLA leave or the leave period required by law in the state in which he or she is employed. Premiums are required for this coverage.

If an Employee's Active Service ends due to medical leave of absence approved in writing by the Employer, insurance will continue for an Employee for up to 12 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to non-medical administrative leave of absence approved in writing by the Employer in accordance with Employer's reporting requirements, insurance will continue for an Employee for up to 12 months. Premiums are required for this coverage. An approved leave of absence does not include Furlough, Temporary Layoff or termination of employment.

If an Employee's Active Service ends due to Temporary Layoff, insurance will continue for an Employee for up to the end of the month in which the layoff begins. Premiums are required for this coverage.

If an Employee's Active Service ends due to any other excused short term absence from work that is reported to the Employer timely in accordance with the Employer's reporting requirements for such short term absence, insurance for an Employee will continue until the last day of the month in which the earliest of the following occurs:

a. the date the Employee's employment relationship with the Employer terminates;
b. the date premiums are not paid when due;
c. the end of the 30 day period that begins with the first day of such excused absence;
d. the end of the period for which such short term absence is excused by the Employer.

Notwithstanding any other provision of this policy, if an Employee's Active Service ends due to termination of employment or any other termination of the employment relationship, insurance will terminate and Continuation of Insurance under this provision will not apply.

If an Employee's insurance is continued pursuant to this Continuation of Insurance provision, and he or she becomes Disabled during such period of continuation, Disability Benefits will not begin until the later of the date the Elimination Period is satisfied or the date he or she is scheduled to return to Active Service.

TL-009970.00

TAKEOVER PROVISION

This provision applies only to Employees eligible under this Policy who were covered for long term disability coverage on the day prior to the Policy Effective Date under the Prior Plan provided by the Policyholder or by an entity that has been acquired by the Policyholder.

A. This section A applies to Employees who are not in Active Service on the day prior to the Policy Effective Date due to a reason for which the Prior Plan and this Policy both provide for continuation of insurance. If required premium is paid when due, the Insurance Company will insure an Employee to which this section applies against a Disability that occurs after the Policy Effective Date for the affected employee group. This coverage will be provided until the earlier of the date: (a) the Employee returns to Active Service, (b) continuation of insurance under the Prior Plan would end but for termination of that plan; or (c) the date continuation of insurance under this Policy would end if computed from the first day the Employee was not in Active Service. The Policy will provide this coverage as follows:

1. If benefits for a disability are covered under the Prior Plan, no benefits are payable under this Plan.
2. If the Disability is not a covered disability under the Prior Plan solely because the plan terminated, benefits payable under this Policy for that Disability will be the lesser of: (a) the disability benefits that would have been payable under the Prior Plan; and (b) those provided by this Policy. Credit will be given for partial completion under the Prior Plan of Elimination Periods and partial satisfaction of pre-existing condition limitations.

B. The Elimination Period under this Policy will be waived for a Disability which begins while the Employee is insured under this Policy if all of the following conditions are met:

1. The Disability results from the same or related causes as a Disability for which monthly benefits were payable under the Prior Plan;
2. Benefits are not payable for the Disability under the Prior Plan solely because it is not in effect;
3. An Elimination Period would not apply to the Disability if the Prior Plan had not ended;
4. The Disability begins within 6 months of the Employee's return to Active Service and the Employee's insurance under this Policy is continuous from this Policy's Effective Date.

C. Except for any amount of benefit in excess of a Prior Plan's benefits, the Pre-existing Condition Limitation will not apply to an Employee covered under a Prior Plan who satisfied the pre-existing condition limitation, if any, under that plan. If an Employee, covered under a Prior Plan, did not fully satisfy the pre-existing condition limitation of that plan, credit will be given for any time that was satisfied under the Prior Plan's pre-existing condition limitation.

Benefits will be determined based on the lesser of: (1) the amount of the gross disability benefit under the Prior Plan and any applicable maximums; and (2) those provided by this Policy.

If benefits are payable under the Prior Plan for the Disability, no benefits are payable under this Policy.

TL-005108

DESCRIPTION OF BENEFITS

The following provisions explain the benefits available under the Policy. Please see the Schedule of Benefits for the applicability of these benefits to each class of Insureds.

Disability Benefits
The Insurance Company will pay Disability Benefits if an Employee becomes Disabled while covered under this Policy. The Employee must satisfy the Elimination Period, be under the Appropriate Care of a Physician, and meet all the other terms and conditions of the Policy. He or she must provide the Insurance Company satisfactory proof of Disability before benefits will be paid. The Disability Benefit is shown in the Schedule of Benefits.

The Insurance Company will require continued proof of the Employee's Disability for benefits to continue.

Elimination Period
The Elimination Period is the period of time an Employee must be continuously Disabled before Disability Benefits are payable. The Elimination Period is shown in the Schedule of Benefits.

A period of Disability is not continuous if separate periods of Disability result from unrelated causes.

Disability Benefit Calculation
The Disability Benefit Calculation is shown in the Schedule of Benefits. Monthly Disability Benefits are based on a 30 day period. They will be prorated if payable for any period less than a month. If an Employee is working while Disabled, the Disability Benefit Calculation will be the Return to Work Incentive.

Return to Work Incentive
The Return to Work Incentive is shown in the Schedule of Benefits. An Employee may work for wage or profit while Disabled. In any month in which the Employee works and a Disability Benefit is payable, the Return to Work Incentive applies.

The Insurance Company will, from time to time, review the Employee's status and will require satisfactory proof of earnings and continued Disability.

Minimum Benefit
The Insurance Company will pay the Minimum Benefit shown in the Schedule of Benefits despite any reductions made for Other Income Benefits. The Minimum Benefit will not apply if benefits are being withheld to recover an overpayment of benefits.

Other Income Benefits
An Employee for whom Disability Benefits are payable under this Policy may be eligible for benefits from Other Income Benefits. If so, the Insurance Company may reduce the Disability Benefits by the amount of such Other Income Benefits.

Other Income Benefits include:

1. any amounts received by the Employee under:
   - the Canada and Quebec Pension Plans;
   - the Railroad Retirement Act;
   - any sick leave pay provided by Employer;
   - any work loss provision in mandatory "No-Fault" auto insurance
2. any amounts received (or assumed to be received*) by the Employee under:
   - any local, state, provincial or federal government disability plan or law payable for Injury or Sickness provided as a result of employment with the Employer;
   - any Social Security disability benefits the Employee receives on his or her own behalf because of his or her entitlement to such benefits.
3. any proceeds payable under any similar group insurance or similar plan. If other insurance applies to the same claim for Disability, and contains the same or similar provision for reduction because of other insurance, the Insurance Company will pay for its pro rata share of the total claim. "Pro rata share" means the proportion of the total benefit that the amount payable under one policy, without other insurance, bears to the total benefits under all such policies.
4. any amounts received (or assumed to be received*) by the Employee under any workers' compensation, occupational disease, unemployment compensation law or similar state or federal law payable for Injury or Sickness arising out of work with the Employer, including all permanent and temporary disability benefits. This includes any damages, compromises or settlement paid in place of such benefits, whether or not liability is admitted.
5. any amounts paid because of loss of earnings or earning capacity through settlement, judgment, arbitration or otherwise, where a third party may be liable, regardless of whether liability is determined.

*See the Assumed Receipt of Benefits provision

Increases in Other Income Benefits
Any increase in Other Income Benefits during a period of Disability due to a cost of living adjustment will not be considered in calculating the Employee's Disability Benefits after the first reduction is made for any Other Income Benefits. This section does not apply to any cost of living adjustment for Disability Earnings.

Lump Sum Payments
Other Income Benefits or earnings paid in a lump sum will be prorated over the period for which the sum is given. If no time is stated, the lump sum will be prorated over five years.

If no specific allocation of a lump sum payment is made, then the total payment will be an Other Income Benefit.

Assumed Receipt of Benefits
The Insurance Company will assume the Employee is receiving benefits for which they are eligible from Other Income Benefits if (assumed to be received*) is applicable to the benefit. The Insurance Company will reduce the Employee's Disability Benefits by the amount from Other Income Benefits it estimates are payable to the Employee.

The Insurance Company will waive Assumed Receipt of Benefits, except for Disability Earnings for work the Employee performs while Disability Benefits are payable, if the Employee:

1. provides satisfactory proof of application for Other Income Benefits;
2. signs a Reimbursement Agreement;
3. provides satisfactory proof that all appeals for Other Income Benefits have been made unless the Insurance Company determines that further appeals are not likely to succeed; and
4. submits satisfactory proof that Other Income Benefits were denied.

Social Security Assistance
The Insurance Company may help the Employee in applying for Social Security Disability Income (SSDI) Benefits, and may require the Employee to file an appeal if it believes a reversal of a prior decision is possible.

The Insurance Company will reduce Disability Benefits by the amount it estimates the Employee will receive, if the Employee refuses to cooperate with or participate in the Social Security Assistance Program.

Recovery of Overpayment
The Insurance Company has the right to recover any benefits it has overpaid. The Insurance Company may use any or all of the following to recover an overpayment:
1. request a lump sum payment of the overpaid amount;
2. reduce any amounts payable under this Policy; and/or
3. take any appropriate collection activity available to it.

The Minimum Benefit amount will not apply when Disability Benefits are reduced in order to recover any overpayment.

If an overpayment is due when the Employee dies, any benefits payable under the Policy will be reduced to recover the overpayment.

Successive Periods of Disability
A separate period of Disability will be considered continuous:
1. if it results from the same or related causes as a prior Disability for which benefits were payable; and
2. if, after receiving Disability Benefits, the Employee returns to work in his or her Regular Occupation for less than 6 consecutive months; and
3. if the Employee earns less than the percentage of Indexed Earnings that would still qualify him or her to meet the definition of Disability/Disabled during at least one month.

Any later period of Disability, regardless of cause, that begins when the Employee is eligible for coverage under another group disability plan provided by any employer will not be considered a continuous period of Disability.

For any separate period of disability which is not considered continuous, the Employee must satisfy a new Elimination Period.

LIMITATIONS

Limited Benefit Periods for Mental or Nervous Disorders
The Insurance Company will pay Disability Benefits on a limited basis during an Employee's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

a) Anxiety disorders
b) Delusional (paranoid) disorders
c) Depressive disorders
d) Eating disorders
e) Mental illness
f) Somatoform disorders (psychosomatic illness)

If, before reaching his or her lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against his or her lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

Limited Benefit Periods for Alcoholism and Drug Addiction or Abuse
The Insurance Company will pay Disability Benefits on a limited basis during an Employee's lifetime for a Disability caused by, or contributed to by, any one or more of the following conditions. Once 24 monthly Disability Benefits have been paid, no further benefits will be payable for any of the following conditions.

1) Alcoholism
2) Drug addiction or abuse

If, before reaching his or her lifetime maximum benefit, an Employee is confined in a hospital for more than 14 consecutive days, that period of confinement will not count against his or her lifetime limit. The confinement must be for the Appropriate Care of any of the conditions listed above.

Pre-Existing Condition Limitation
The Insurance Company will not pay benefits for any period of Disability caused or contributed to by, or resulting from, a Pre-existing Condition. A "Pre-existing Condition" means any Injury or Sickness for which the Employee incurred medical expenses, received medical treatment, care or services including diagnostic measures, or took prescribed drugs or medicines within 6 months before his or her most recent effective date of insurance.

This limitation will not apply to a period of Disability that begins after an Employee has been in Active Service for a continuous period of 12 months during which the Employee has received no medical treatment, care or services in connection with the pre-existing conditions or is covered for at least 24 months after his or her most recent effective date of insurance, or the effective date of any added or increased benefits.

TL-007500.44

ADDITIONAL BENEFITS

Rehabilitation During a Period of Disability
If the Insurance Company determines that a Disabled Employee is a suitable candidate for rehabilitation, the Insurance Company may require the Employee to participate in a Rehabilitation Plan and assessment at its expense. The Insurance Company has the sole discretion to approve the Employee's participation in a Rehabilitation Plan and to approve a program as a Rehabilitation Plan. The Insurance Company will work with the Employee, the Employer and the Employee's Physician and others, as appropriate, to perform the assessment, develop a Rehabilitation Plan, and discuss return to work opportunities.

The Rehabilitation Plan may, at the Insurance Company's discretion, allow for payment of the Employee's medical expense, education expense, moving expense, accommodation expense or family care expense while he or she participates in the Rehabilitation Plan.

If an Employee fails to fully cooperate in all required phases of the Rehabilitation Plan and assessment without Good Cause, no Disability Benefits will be paid, and insurance will end.

TL-007501.00

Catastrophic Disability Benefit

Definitions
The definitions that follow apply to this benefit provision. They are in addition to those definitions in the General Definitions section.

"Activities of Daily Living" are:
1. Bathing (i.e., washing oneself in a shower or tub, including getting into or out of the tub or shower, or washing oneself by sponge bath.)
2. Dressing oneself by putting on and taking off from one's own body all items of clothing and needed braces, fasteners and artificial limbs.
3. Continence (i.e., the ability to maintain control of one's own bowel and bladder function; or when unable to maintain bowel or bladder function, the ability to perform associated hygiene, including caring for a catheter or colostomy bag).
4. Toileting oneself by getting to and from the toilet, getting on and off the toilet, and performing personal hygiene associated with toileting.
5. Feeding oneself by getting nourishment into the one's own body either from eating food that is made available to you in receptacle such as a plate, cup or table, or by feeding oneself by a feeding tube or intravenously.
6. Transferring (i.e., the ability to get oneself into or out of a bed, a chair or wheelchair; or the ability to move from place to place either by walking, use of a wheelchair, or some other means).

"Catastrophic Disability" means the Employee is:
1. Unable to perform, without Substantial Assistance, at least two Activities of Daily Living, or
2. Has a severe Cognitive Impairment that requires Substantial Supervision to protect the Employee or others from threats to health and safety.

"Cognitive Impairment" means the loss or deterioration in intellectual capacity that meets these requirements:
1. The loss or deterioration in intellectual capacity is comparable to and includes Alzheimer's disease and similar forms of irreversible dementia;
2. The loss or deterioration in intellectual capacity is measured by clinical evidence and standardized tests that reliably measure impairment in the individual's short-term and long-term memory, orientation as to person, place, or time and deductive or abstract reasoning.

"Substantial Assistance" means the physical assistance of another person without which the Employee would not be able to perform an activity of daily living; or the constant presence of another person within arm's reach that is necessary to prevent, by physical intervention, injury to the Employee while the Employee is performing an activity of daily living.

"Substantial Supervision" means continual oversight that may include cueing by verbal prompting, gestures, or other demonstrations by another person, and which is needed to protect the Employee from threats to health and safety.

Benefits Payable
Catastrophic Disability Benefits are payable when the Insurance Company determines that the Employee has a Catastrophic Disability that is due to the same sickness or injury for which Disability Benefits are payable under this Policy.

The benefits are payable only while these conditions are met:
1. The Employee is receiving monthly Disability Benefits under the Policy.
2. The Employee's Catastrophic Disability lasted for at least the Elimination Period duration shown in the Schedule of Benefits.
3. The Employee submits, at his/her own expense, satisfactory proof of Catastrophic Disability to the Insurance Company, when required by the Insurance Company.

Amount Payable
Benefits are payable monthly at the Catastrophic Disability Rate shown is the Schedule of Benefits. This benefit will not be reduced by any other source of income.

For periods of less than one month, the Insurance Company will pay 1/30th of the monthly benefit for Catastrophic Disability for each day.

Termination of Benefits
Catastrophic Disability Benefits end on the earliest to occur of:
1. the date the Employee's Catastrophic Disability ends;
2. the date the Employee is no longer receiving monthly disability benefits under the Policy;
3. the date the Employee fails to submit proof of continuing Catastrophic Disability; or
4. the date the Employee dies.
5. the end of the Maximum Benefit Period shown in the Schedule of Benefits.

No survivor benefits are payable for the Catastrophic Disability Benefit.

TL-008895-1

Survivor Benefit
The Insurance Company will pay a Survivor Benefit if an Employee dies while Monthly Benefits are payable. The Employee must have been continuously Disabled before the first benefit is payable. These benefits will be payable for the Maximum Benefit Period for Survivor Benefits.

Benefits will be paid to the Employee's Spouse. If there is no Spouse, benefits will be paid in equal shares to the Employee's surviving Children. If there are no Spouse and no Children, benefits will be paid to the Employee's estate.

"Spouse" means an Employee's lawful spouse. "Children" means an Employee's unmarried children under age 21 who are chiefly dependent upon the Employee for support and maintenance. The term includes a stepchild living with the Employee at the time of his or her death.

TL-005107

TERMINATION OF DISABILITY BENEFITS

Benefits will end on the earliest of the following dates:

1. the date the Employee earns from any occupation, more than the percentage of Indexed Earnings set forth in the definition of Disability applicable to him or her at that time;
2. the date the Insurance Company determines he or she is not Disabled;
3. the end of the Maximum Benefit Period;
4. the date the Employee dies;
5. the date the Employee refuses, without Good Cause, to fully cooperate in all required phases of the Rehabilitation Plan and assessment;
6. the date the Employee is no longer receiving Appropriate Care;
7. the date the Employee fails to cooperate with the Insurance Company in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Benefits may be resumed if the Employee begins to cooperate fully in the Rehabilitation Plan within 30 days of the date benefits terminated.

TL-007502.00

EXCLUSIONS

The Insurance Company will not pay any Disability Benefits for a Disability that results, directly or indirectly, from:

1. suicide, attempted suicide, or self-inflicted injury while sane or insane;
2. war or any act of war, whether or not declared;
3. active participation in a riot;
4. commission of a felony or;
5. the revocation, restriction or non-renewal of an Employee's license, permit or certification necessary to perform the duties of his or her occupation unless due solely to Injury or Sickness otherwise covered by the Policy.

In addition, the Insurance Company will not pay Disability Benefits for any period of Disability during which the Employee is incarcerated in a penal or corrections institution.

TL-007503.00

CLAIM PROVISIONS

Notice of Claim

Written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 31 days after a covered loss occurs or begins or as soon as reasonably possible. If written notice, or notice by any other electronic/telephonic means authorized by the Insurance Company, is not given in that time, the claim will not be invalidated or reduced if it is shown that notice was given as soon as was reasonably possible. Notice can be given at our home office in Philadelphia, Pennsylvania or to our agent. Notice should include the Employer's Name, the Policy Number and the claimant's name and address.

Claim Forms

When the Insurance Company receives notice of claim, the Insurance Company will send claim forms for filing proof of loss. If claim forms are not sent within 15 days after notice is received by the Insurance Company, the proof requirements will be met by submitting, within the time required under the "Proof of Loss" section, written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, of the nature and extent of the loss.

Claimant Cooperation Provision
Failure of a claimant to cooperate with the Insurance Company in the administration of the claim may result in termination of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due.

Insurance Data
The Employer is required to cooperate with the Insurance Company in the review of claims and applications for coverage. Any information the Insurance Company provides in these areas is confidential and may not be used or released by the Employer if not permitted by applicable privacy laws.

Proof of Loss
Written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given to the Insurance Company within 90 days after the date of the loss for which a claim is made. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is not given in that 90 day period, the claim will not be invalidated nor reduced if it is shown that it was given as soon as was reasonably possible. In any case, written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, must be given not more than one year after that 90 day period. If written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, is provided outside of these time limits, the claim will be denied. These time limits will not apply while the person making the claim lacks legal capacity.

Written proof, or proof by any other electronic/telephonic means authorized by the Insurance Company, that the loss continues must be furnished to the Insurance Company at intervals required by us. Within 30 days of a request, written proof of continued Disability and Appropriate Care by a Physician must be given to the Insurance Company.

Time of Payment
Disability Benefits will be paid at regular intervals of not less frequently than once a month. Any balance, unpaid at the end of any period for which the Insurance Company is liable, will be paid at that time.

To Whom Payable
Disability Benefits will be paid to the Employee. If any person to whom benefits are payable is a minor or, in the opinion of the Insurance Company, is not able to give a valid receipt, such payment will be made to his or her legal guardian. However, if no request for payment has been made by the legal guardian, the Insurance Company may, at its option, make payment to the person or institution appearing to have assumed custody and support.

If an Employee dies while any Disability Benefits remain unpaid, the Insurance Company may, at its option, make direct payment to any of the following living relatives of the Employee: spouse, mother, father, children, brothers or sisters; or to the executors or administrators of the Employee's estate. The Insurance Company may reduce the amount payable by any indebtedness due.

Payment in the manner described above will release the Insurance Company from all liability for any payment made.

Physical Examination and Autopsy
The Insurance Company, at its expense, will have the right to examine any person for whom a claim is pending as often as it may reasonably require. The Insurance Company may, at its expense, require an autopsy unless prohibited by law.

Legal Actions
No action at law or in equity may be brought to recover benefits under the Policy less than 60 days after written proof of loss, or proof by any other electronic/telephonic means authorized by the Insurance Company, has been furnished as required by the Policy. No such action shall be brought more than 4 years after the time satisfactory proof of loss is required to be furnished.

Time Limitations
If any time limit stated in the Policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity, is less than that permitted by the law of the state in which the Employee lives when the Policy is issued, then the time limit provided in the Policy is extended to agree with the minimum permitted by the law of that state.

Physician/Patient Relationship
The Insured will have the right to choose any Physician who is practicing legally. The Insurance Company will in no way disturb the Physician/patient relationship.

TL-004724s (TX)

ADMINISTRATIVE PROVISIONS

Premiums
The premiums for this Policy will be based on the rates currently in force, the plan and the amount of insurance in effect.

Changes in Premium Rates
The premium rates may be changed by the Insurance Company from time to time with at least 180 days advance written notice but only on the Policy Anniversary Date. No change in rates will be made until 48 months after the Effective Date. An increase in rates will not be made more often than once in a 12 month period and only on the Policy Anniversary Date. However, the Insurance Company reserves the right to change the rates even during a period for which the rate is guarantee, if any of the following events take place.

1. The Policy terms change.
2. A division, subsidiary, eligible company, or class is added or deleted.
3. There is a change of more than 10% in the number of Insureds.
4. Federal or state laws or regulation affecting benefit obligations change.
5. Other changes occur in the nature of the risk that would affect the Insurance Company's original risk assessment.
6. The Insurance Company determines the Employer fails to furnish necessary information.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a pro rata adjustment will apply from the date of the change to the next Premium Due Date.

Reporting Requirements
The Employer must, upon request, give the Insurance Company any information required to determine who is insured, the amount of insurance in force and any other information needed to administer the plan of insurance.

Payment of Premium
The first premium is due within 30 days of the delivery of the Policy. After that, premiums will be due monthly unless the Employer and the Insurance Company agree on some other method of premium payment.

If any premium is not paid when due, the plan will be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Notice Of Cancellation
The Employer or the Insurance Company may cancel the Policy as of any Premium Due Date by giving 180 days advance written notice. If a premium is not paid when due, the Policy will automatically be canceled as of the Premium Due Date, except as provided in the Policy Grace Period section.

Policy Grace Period
A Policy Grace Period of 31 days will be granted for the payment of the required premiums under this Policy. This Policy will be in force during the Policy Grace Period. The Employer is liable to the Insurance Company for any unpaid premium for the time this Policy was in force.

Grace Period for the Insured
If the required premium is not paid on the Premium Due Date, there is a 31 day grace period after each premium due date after the first. If the required premium is not paid during the grace period, insurance will end on the last day for which premium was paid.

Reinstatement of Insurance
An Employee's insurance may be reinstated if it ends because he or she is on an unpaid leave of absence. If an Employee's Active Service ended due to an approved leave pursuant to the Family and Medical Leave Act (FMLA) and Continuation of Insurance is not applicable, an Employee's insurance may be reinstated at the conclusion of the FMLA leave.

If an Employee's Active Service ends due to an Employer approved unpaid leave of absence, other than an approved FMLA leave, insurance may be reinstated only:

1. If the reinstatement occurs within 12 weeks from the date insurance ends, or
2. When returning from military service pursuant to the Uniformed Services Employment Act of 1994 (USERRA).

For insurance to be reinstated the following conditions must be met:

1. An Employee must be in a Class of Eligible Employees.
2. The required premium must be paid.
3. The Insurance Company must receive a written request for reinstatement within 31 days from the date an Employee returns to Active Service.

An Employee's Insurance may be reinstated if it ends because he or she is terminated and later reinstated in his or her position as a result of a settlement in or judicial determination of an employment law claim and the reinstatement of benefits is a term of the settlement or judicial determination.

Reinstated insurance will be effective on the date the Employee returns to Active Service. If an Employee did not fully satisfy the Eligibility Waiting Period or the Pre-Existing Condition Limitation (if any) before insurance ended due to an unpaid leave of absence or Temporary Layoff, credit will be given for any time that was satisfied.

TL-009960.00

GENERAL PROVISIONS

Entire Contract
The entire contract will be made up of the Policy, the application of the Employer, a copy of which is attached to the Policy, and the applications, if any, of the Insureds.

Incontestability
All statements made by the Employer or by an Insured are representations not warranties. No statement will be used to deny or reduce benefits or as a defense to a claim, unless a copy of the instrument containing the statement is signed by and has been furnished to the claimant. In the event of death or legal incapacity, the beneficiary or representative must receive the copy.

After two years from an Insured's effective date of insurance, or from the effective date of any added or increased benefits, the validity of an Insured's coverage will not be contested using such statements.

Misstatement of Age
If an Insured's age has been misstated, the Insurance Company will adjust all benefits to the amounts that would have been purchased for the correct age.

Policy Changes
No change in the Policy will be valid until approved by an executive officer of the Insurance Company. This approval must be endorsed on, or attached to, the Policy. No agent of the Insurance Company or Employer may change the Policy or waive any of its provisions.

Workers' Compensation Insurance
The Policy is not in lieu of and does not affect any requirements for insurance under any Workers' Compensation Insurance Law.

Certificates
An individual certificate of insurance will be delivered to the Employer for delivery to Insureds. Each certificate will list the benefits, conditions and limits of the Policy. It will state to whom benefits will be paid.

Assignment of Benefits
The Insurance Company will not be affected by the assignment of an Insured's certificate until the original assignment or a certified copy of the assignment is filed with the Insurance Company. The Insurance Company will not be responsible for the validity or sufficiency of an assignment. An assignment of benefits will operate so long as the assignment remains in force provided insurance under the Policy is in effect. This insurance may not be levied on, attached, garnisheed, or otherwise taken for a person's debts. This prohibition does not apply where contrary to law.

Clerical Error
A person's insurance will not be affected by error or delay by the Insurance Company or Employer in keeping records of insurance under the Policy. If such an error is found, the premium will be adjusted fairly.

Agency
The Employer is the agent of the Employee for transactions relating to insurance under the Policy. The Insurance Company is not liable for any of their acts or omissions.

DEFINITIONS

Please note, certain words used in this document have specific meanings. These terms will be capitalized throughout this document. The definition of any word, if not defined in the text where it is used, may be found in this Definitions section or in the Schedules of Benefits or on the Policy cover page.

Active Service
An Employee is in Active Service on a day which is one of the Employer's scheduled work days if either of the following conditions are met.

1. The Employee is performing his or her regular occupation for the Employer on a full-time basis. He or she must be working at one of the Employer's usual places of business or at some location to which the employer's business requires an Employee to travel.
2. The day is a scheduled holiday or vacation day and the Employee was performing his or her regular occupation on the preceding scheduled work day.

An Employee is in Active Service on a day which is not one of the Employer's scheduled work days only if he or she was in Active Service on the preceding scheduled work day.

Annual Enrollment Period
The period in each calendar year when an eligible Employee may enroll for or change benefit elections under the Policy. This period must be agreed upon by the Employer and the Insurance Company.

Appropriate Care
Appropriate Care means the Employee:

1. Has received treatment, care and advice from a Physician who is qualified and experienced in the diagnosis and treatment of the conditions causing Disability. If the condition is of a nature or severity that it is customarily treated by a recognized medical specialty, the Physician is a practitioner in that specialty.
2. Continues to receive such treatment, care or advice as often as is required for treatment of the conditions causing Disability.
3. Adheres to the treatment plan prescribed by the Physician, including the taking of medications.

Consumer Price Index (CPI-W)
The Consumer Price Index for Urban Wage Earners and Clerical Workers published by the U.S. Department of Labor. If the index is discontinued or changed, another nationally published index that is comparable to the CPI-W will be used.

Disability Earnings
Any wage or salary for any work performed for any employer during the Employee's Disability, including commissions, bonus, overtime pay or other extra compensation.

Employee
For eligibility purposes, an Employee is an employee of the Employer in one of the "Classes of Eligible Employees." Otherwise, Employee means an employee of the Employer who is insured under the Policy.

Employer
The Policyholder and any affiliates or subsidiaries covered under the Policy. The Employer is acting as an agent of the Insured for transactions relating to this insurance. The actions of the Employer shall not be considered the actions of the Insurance Company.

Full-time
Full-time means the number of hours set by the Employer as a regular work day for Employees in the Employee's eligibility class.

Furlough
Furlough means a temporary suspension or alteration of Active Service initiated by the Employer, for a period of time specified in advance not to exceed 30 days at a time.

Good Cause
A medical reason preventing participation in the Rehabilitation Plan. Satisfactory proof of Good Cause must be provided to the Insurance Company.

Indexed Earnings
For the first 12 months Monthly Benefits are payable, Indexed Earnings will be equal to Covered Earnings. After 12 Monthly Benefits are payable, Indexed Earnings will be an Employee's Covered Earnings plus an increase applied on each anniversary of the date Monthly Benefits became payable. The amount of each increase will be the lesser of:

1. 10% of the Employee's Indexed Earnings during the preceding year of Disability; or
2. the rate of increase in the Consumer Price Index (CPI-W) during the preceding calendar year.

Injury
Any accidental loss or bodily harm which results directly and independently of all other causes from an Accident.

Insurance Company
The Insurance Company underwriting the Policy is named on the Policy cover page.

Insured
A person who is eligible for insurance under the Policy, for whom insurance is elected, the required premium is paid and coverage is in force under the Policy.

Life Status Change
A Life Status Change is an event recognized by the Employer's Flexible Benefits Plan as qualifying an Employee to make changes in benefit selections at a time other than an Annual Enrollment Period.

If there is no Employer sponsored Flexible Benefits Plan, or if it is no longer in effect, the following events are Life Status Changes.

1. Marriage
2. Divorce, annulment or legal separation
3. Birth or adoption of a child
4. Death of a spouse
5. Termination of a spouse's employment
6. A change in the benefit plan available to the Employee's spouse
7. A change in the Employee's or spouse's employment status that affects either's eligibility for benefits

Physician
Physician means a licensed doctor practicing within the scope of his or her license and rendering care and treatment to an Insured that is appropriate for the condition and locality. The term does not include an Employee, an Employee's spouse, the immediate family (including parents, children, siblings or spouses of any of the foregoing, whether the relationship derives from blood or marriage), of an Employee or spouse, or a person living in an Employee's household.

Prior Plan
The Prior Plan refers to the plan of insurance providing similar benefits sponsored by the Employer in effect directly prior to the Policy Effective Date. A Prior Plan will include the plan of the Policyholder in effect on the day prior to the Policyholder's commencement of this Policy after the Policy Effective Date.

Regular Occupation
The occupation the Employee routinely performs at the time the Disability begins. In evaluating the Disability, the Insurance Company will consider the duties of the occupation as it is normally performed in the general labor market in the national economy. It is not work tasks that are performed for a specific employer or at a specific location.

Rehabilitation Plan
A written plan designed to enable the Employee to return to work. The Rehabilitation Plan will consist of one or more of the following phases:

1. rehabilitation, under which the Insurance Company may provide, arrange or authorize educational, vocational or physical rehabilitation or other appropriate services;
2. work, which may include modified work and work on a part-time basis.

Sickness
Any physical or mental illness.

Temporary Layoff
Temporary Layoff means a temporary suspension of Active Service for a period of time determined in advance by the Employer, other than a Furlough as defined. Temporary Layoff does not include the permanent termination of Active Service (including but not limited to a job elimination), which shall be treated as termination of employment.

TL-007500.44 as modified by TL-009980

IMPORTANT CHANGES FOR STATE REQUIREMENTS

If an Employee resides in one of the following states, the provisions of the certificate are modified for residents of the following states. The modifications listed apply only to residents of that state.

Louisiana residents:

The percentage of Indexed Earnings, if any, that qualifies an insured to meet the definition of Disability/Disabled may not be less than 80%.

Minnesota residents:

The Pre-existing Condition Limitation, if any, may not be longer than 24 months from the insured's most recent effective date of insurance.

LIFE INSURANCE COMPANY OF NORTH AMERICA
PHILADELPHIA, PA 19192-2235

We, Travis County, whose main office address is Austin, TX, hereby approve and accept the terms of Group Policy Number VDT-960953 issued by the LIFE INSURANCE COMPANY OF NORTH AMERICA.

This form is to be signed in duplicate. One part is to be retained by Travis County; the other part is to be returned to the LIFE INSURANCE COMPANY OF NORTH AMERICA.

Travis County

Signature and Title: _____ Date: _____

(This Copy Is To Be Returned To LIFE INSURANCE COMPANY OF NORTH AMERICA)

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IMPORTANT INFORMATION ABOUT COVERAGE UNDER THE TEXAS LIFE, ACCIDENT, HEALTH AND HOSPITAL SERVICE INSURANCE GUARANTY ASSOCIATION
(For insurers declared insolvent or impaired on or after September 1, 2005)

Texas law establishes a system, administered by the Texas Life, Accident, Health and Hospital Service Insurance Guaranty Association (the "Association"), to protect Texas policyholders if their life or health insurance company fails. Only the policyholders of insurance companies which 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 cover your policy in full or in part due to 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 at that time (irrespective of the policyholder's residency at policy issue)
- 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, and $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 any one life; or
- Death benefits up to a total of $300,000 under one or more policies on any one 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 $100,000 under one or more contracts on any one life.

Group Annuities:

- Present value of allocated benefits up to a total of $100,000 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.

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.

Texas Life, Accident, Health and Hospital
Service Insurance Guaranty Association
6504 Bridge Point Parkway, Suite 450
Austin, Texas 78730
800-982-6362 or www.txlifega.org

Texas Department of Insurance
P.O. Box 149104
Austin, Texas 78714-9104
800-252-3439 or www.tdi.state.tx.us

Attachment A-1 Claim Audit Agreement

CLAIM AUDIT AGREEMENT

THIS AGREEMENT is made between _____ ("Employer"), and **LIFE INSURANCE COMPANY OF NORTH AMERICA** ("Company").

WHEREAS, Company desires to cooperate with requests by group Employers to permit the auditing of its claim administration; and

WHEREAS, Employer recognizes Company's legitimate interests in maintaining the confidentiality of claim information, protecting the proprietary nature of Company's systems and processes, preserving its business reputation, avoiding unnecessary disruption of its claim administration, and protecting itself from legal liability;

IN CONSIDERATION OF the premises and the mutual promises contained herein, Company and the Employer hereby agree as follows regarding an audit (the "Audit") of Company's claim administration:

1. **Audit Specifications.** The Employer will specify to Company in writing at least thirty (30) days prior to the commencement of the Audit the following "Audit Specifications":

   a. the name and title of the individual auditors;

   b. the Claim Office locations to be audited;

   c. the Audit objectives;

   d. the scope of the Audit (time period, lines of coverage and number of claims);

   e. the process by which claims will be selected for audit;

   f. the records/information required by the auditors for purposes of the Audit; and

   g. the length of the time contemplated as necessary to complete the Audit.

2. **Review of Specifications.** Company will have the right to review the Audit Specifications and to require any changes in, or conditions on, the Audit Specifications which may be necessary to protect Company's legal and business interests identified in Paragraph B above.

3. **Access to Information.** Company will make the records/information called for in the Audit Specifications available to the Employer at a mutually acceptable time and place.

4. **Audit Report.** The Employer will provide Company with a copy of its Audit Report.

5. **Comment on Audit Report.** Company reserves the right to provide the Employer with its comments on the Audit Report.

6. **Confidentiality.** The Employer understands that Company is permitting the Employer to review claim records/information solely for purposes of the Audit. Accordingly, the Employer will ensure that all information pertaining to individual insureds will be kept confidential in accordance with all applicable laws and/or regulations. Without limiting the generality of the foregoing, the Employer specifically agrees to adhere to the following conditions:

   a. The Employer shall not make photocopies or remove any of the claim records/information without the express written consent of Company;

   b. The Employer shall not disclose any of the claim records/information to any third party, or to any employee of the Employer not involved in the conduct of the Audit, without the express written consent of Company.

   c. The Employer agrees that its Audit Report or other summary prepared in connection with the Audit shall contain no individually identifiable information.

7. **Indemnification.** The Employer agrees to indemnify, defend and hold the Company, its officers, employees and agents harmless from any loss or damage resulting from the violation of Paragraph 6 hereof by Employer, its officers, employees or agents.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have signed this Agreement.

_____
("Employer")

Date_____

_____
By:
Title:

LIFE INSURANCE COMPANY OF NORTH AMERICA ("Company")

Date_____

_____
By:
Title:

ATTACHMENT E-1

STATE OF TEXAS}
COUNTY OF TRAVIS}

ETHICS AFFIDAVIT

Date:_____

Name of Affiant:_____

Title of Affiant:_____

Business Name of Proponent:_____

County of Proponent:_____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of Key Contracting Persons associated with this solicitation which is attached to this affidavit as Exhibit "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 Proponent is doing business or has done business during the 365-day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by _____on_____, 20__.

Notary Public, State of

_____
Typed or printed name of notary
My commission expires:_____

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:

_____

_____

_____

_____

_____

_____

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.

EXHIBIT A

LIST OF KEY CONTRACTING PERSONS

June 6, 2012

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Julie Wheeler*	
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	Leslie Browder*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgnt & Comms	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	Vacant	
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 .....Vacant
Attorney, Health Services Division .....Prema Gregerson
Purchasing Agent .....Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent .....Marvin Brice, CPPB
Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM
Purchasing Agent Assistant IV .....Vacant
Purchasing Agent Assistant IV .....Lee Perry
Purchasing Agent Assistant IV .....Jason Walker
Purchasing Agent Assistant IV .....Richard Villareal
Purchasing Agent Assistant IV .....Patrick Strittmatter*
Purchasing Agent Assistant IV .....Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV .....Scott Wilson, CPPB
Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV .....George R. Monnat, C.P.M., A.P.P.
Purchasing Agent Assistant IV .....John E. Pena, CTPM
Purchasing Agent Assistant IV .....Rosalinda Garcia
Purchasing Agent Assistant III.....Shannon Pleasant, CTPM*
Purchasing Agent Assistant III.....David Walch
Purchasing Agent Assistant III.....Michael Long, CPPB
Purchasing Agent Assistant III.....Loren Breland, CPPB
Purchasing Agent Assistant III.....Nancy Barchus, CPPB
Purchasing Agent Assistant III.....Jesse Herrera, CTP, CTPM, CTCM*
Purchasing Agent Assistant III.....C.W. Bruner, CTP
Purchasing Agent Assistant II.....Jayne Rybak, CTP*
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
Benefits Administrator.....Cindy Purinton
Benefits Manager.....John Rabb
Budget Director.....Leroy Nellis
Budget Analyst Senior .....Travis Gatlin
HRMD.....Dan Mansour

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
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
Director, Health Services Division	Beth Devery	03/09/13
Purchasing Agent Assistant III	Elizabeth Corey, C.P.M.	03/14/13
Attorney, Transactions Division	Tamara Armstrong	03/30/13
Executive Assistant	Lori Duarte	06/15/13

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

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

August 24, 2012

TO: C.W. Bruner, Purchasing Agent

FROM: Cindy Purinton, Benefit Administrator
John Rabb, Benefit Manager

SUBJECT: Contract # 06T000610 (SAP 4400001100)
Cigna Supplemental Life/AD&D
(Includes retiree life, dependent and spouse life)
Long and Short Term Disability
Cigna Voluntary Benefit Coverage (Stand Alone Ad&D)

Vendor services related to the above contract have been performed to the County's satisfaction. Please issue first novation under current contract, that will now include all of the coverages shown above.
This Employee funded contract is funded from liability account: 8001-220110

If you have any questions, please contact John Rabb at 854-2742 or Cindy Purinton at 854-9626.

Fund account number
Supplemental Life AD&D 8001-220110 coverage Paid by Employees
Short and Long Term Disability 8001-220110coverage Paid by Employees
Cigna Voluntary Benefit Coverage (stand alone AD&D) 8001-220110 Paid by Employees

Item 33

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 25, 2012
Prepared By/Phone Number: C.W. Bruner (854-9760)
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve the following twelve-month extensions to Contract No. 4400000006 (H.T.E. Contract No. 02T00005OJ), United Healthcare Services, Inc.:

(A) Modification No. 16 for Administrative Services Agreement

(B) Modification No. 12 for COBRA Administrative Services Agreement

(C) Modification No. 12 for Customer Reporting System Internet Access Agreement

for Travis County employees, retirees, and their dependents.

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

  This contract provides the group health benefit plans to Travis County employees, retirees and their dependents. The Commissioners Court approved the contract for Group Health Benefits on September 25, 2001.

  The modifications will extend the contract for the self-funded health care services and coverage with UnitedHealthcare Services, Inc., for an additional twelve (12) months, through September 30, 2012. The contract extension is permitted pursuant to Section 9 of the contract, entitled "Term of the Agreement." The Commissioners Court approved the rates and services being provided by United Healthcare on September 13, 2011.

- **Contract Expenditures:** Within the last twelve (12) months $2,764,546.60 has been spent against this contract.

- **Contract Modification Information:**
  Modification Amount: Not Applicable
  Modification Type: Bilateral
  Modification Period: October 1, 2011 – September 30, 2013

- **Funding Information:**
- ☐ Shopping Cart/Funds Reservation in SAP:
  ☒ Comments: Shopping carts are to be processed monthly based on current eligible members and the contract rates.

MODIFICATION OF CONTRACT NUMBER: 02T00005OJ, Administrative Services **PAGE 1 OF 8 PAGES**

(SAP # 4400001092)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET, 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**September 14, 2012**
ISSUED TO: **United HealthCare Services, Inc.** **Attn: Frank Sievel** **185 Asylum Street** **Hartford, Connecticut 06103-3408**	MODIFICATION NO.: **16**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 18, 2001**

ORIGINAL CONTRACT TERM DATES: October 1, 2001-October 1-2002 CURRENT CONTRACT TERM DATES: October 1, 2012-September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $____N/A_____ Current Modified Amount $___N/A_____

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

This amendment number sixteen to the Administrative Services Agreement is made by the following parties: United HealthCare Services, Inc., formerly known as United HealthCare Insurance Company, a Texas corporation ("Our", "Us", and "We" in this Amendment) and Travis County, Texas ("You" or "Your" in this Amendment").

RECITALS

You and We entered into a contract for administrative services for group employee benefits, such as self funded health coverage for county employees, retirees, and their dependents that began October 1, 2001.

Section 14.5 Amendment of the Administrative Services Agreement allows Us and You to amend the Agreement in writing signed by both of Us.

Section 8.2 Changes in Service Fees provides those circumstances under which changes in rates are allowed.

We have provided UHC staff member at Your offices to assist with claims resolution on a full time basis. In relation to Your Fiscal Year ending in 2013 and only in relation to that fiscal year, We and You have decided that this customer services support will be provided by Our Claims Team that actually processes Your claims through a toll-free number instead of a representative at Your offices.

AGREEMENT TO AMEND CONTRACT

You and We agree to amend the Administrative Services Agreement as follows:

1.0 EXERCISE OF OPTION

1.1 Pursuant to **Section 1 Definitions**, in the definition of "**Agreement Period**" and **Section 9.1 Services Begin** of the Administrative Services Agreement, as amended herein, You exercise Your option to extend this agreement for an additional one year option period from October 1, 2012 through September 30, 2013.

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: **United HealthCare Services, Inc.** BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 MODIFICATION TO FEES

2.1 **Pursuant to** Section 14.5 Amendment **of the Administrative Services Agreement,** sections 3.1 and 3.2 of Modification 15 are deleted and the following are inserted in their place:

3.1 FEES FOR FY 2013

3.1 Pursuant to **Section 8.2 Changes in Service Fees** and **Section 9.1 Services Begin** of the Administrative Services Agreement as amended herein, the fees applicable for the option period from October 1, 2012 through October 31, 2013 are as follows:

Administrative Fees for County Fiscal Year ending September 30, 2013 with the following components included:

Pharmacy Fee with Optum Rx
United Behavioral Health (UHB) Fee at National Service Center—PPO
Optum Fees for Nurseline and Ps Personal Health Support Ps PHS/HeNotes, including Diabetes, Coronary Artery Disease and Congestive Heart Failure
PHS Nurse team with a Clinical Lead to work directly with Your benefit staff to resolve member care management and health issues including predictive modeling results specific to you and enhance member specific wellness mailings and messaging
Treatment Decision Support for members facing surgical treatment decisions for Musculoskeletal (back pain, knee and hip replacement); Women's Health (benign uterine conditions and hysterectomy) Men's Health (benign prostate disease), Heart Disease (coronary disease, CABG, angioplasty) Obesity (bariatric surgery—not covered by Your plan)
Spectera Fee
Medicare Part D Reporting
On Site Customer Service Representative
Data Extracts and Expanded Employer Customer Reporting (eCR)
Systems Interface and Reporting services for stop-loss

The sum of the following prior to rebates:

- $39.91 per month per Employee covered under the "United HealthCare Choice Plus" portion of the Plan.
- $39.91 per month per Employee covered under the "United HealthCare Choice" portion of the Plan.
- $39.91 per month per Employee covered under the "United HealthCare Coinsured Exclusive Provider Network" portion of the Plan.

Pharmacy Average Wholesale Price (AWP) Contract Rates

There is more than one applicable rate for pharmacy services because of the variety of services involved. Your contract rates for prescription drugs are stated in Attachment A to this Modification. We use Medispan's national drug data file as the source for average wholesale price (AWP) information. We reserve the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies and will give you notice of any revisions or new sources or benchmarks at least 30 days before they are implemented.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for our services, as described in Section 12, equal to thirty (30%) of the amount of the reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fees for Shared Savings Program

You will pay a fee equal to thirty-five (35%) of the "Savings Obtained" as a result of the Shared Savings Program as described in Section 12. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Service Fees for Medicare Cross-over Program

$1.46 per month per Employee covered as a Medicare Eligible Participant

Service Fees for Benefit Plan for Prescriptions ONLY for Retirees Only

$2.10 per month per Employee covered by the Benefit Plan for Prescriptions ONLY for Retirees

3.2 If You exercise Your option to extend this Administrative Services Agreement for an additional one year option period from October 1, 2013 through September 30, 2014, We will provide a UHC staff member at Your offices to assist with claims resolution on a full time basis as provided prior to October 1, 2012, and the fees applicable to the Administrative Fee, including that service, for that option period are as follows:

Administrative Fees for County Fiscal Year ending September 30, 2013 with the following components included:

Pharmacy Fee with Optum Rx
United Behavioral Health (UHB) Fee at National Service Center—PPO
Optum Fees for Nurseline and Ps Personal Health Support Ps PHS/HeNotes, including Diabetes, Coronary Artery Disease and Congestive Heart Failure
PHS Nurse team with a Clinical Lead to work directly with Your benefit staff to resolve member care management and health issues including predictive modeling results specific to you and enhance member specific wellness mailings and messaging
Treatment Decision Support for members facing surgical treatment decisions for Musculoskeletal (back pain, knee and hip replacement); Women's Health (benign uterine conditions and hysterectomy) Men's Health (benign prostate disease), Heart Disease (coronary disease, CABG, angioplasty) Obesity (bariatric surgery—not covered by Your plan)
Spectera Fee
Medicare Part D Reporting
On Site Customer Service Representative
Data Extracts and Expanded Employer Customer Reporting (eCR)
Systems Interface and Reporting services for stop-loss

The sum of the following prior to rebates:

- $42.16 per month per Employee covered under the "United HealthCare Choice Plus" portion of the Plan.
- $42.16 per month per Employee covered under the "United HealthCare Choice" portion of the Plan.
- $42.16 per month per Employee covered under the "United HealthCare Coinsured Exclusive Provider Network" portion of the Plan.

Pharmacy Average Wholesale Price (AWP) Contract Rates

There is more than one applicable rate for pharmacy services because of the variety of services involved. Your contract rates for prescription drugs are stated in Attachment A to this Modification. We use Medispan's national drug data file as the source for average wholesale price (AWP) information. We reserve the right to revise the pricing and adopt a new source or benchmark if there are material industry changes in pricing methodologies and will give you notice of any revisions or new sources or benchmarks at least 30 days before they are implemented.

Service Fee for Facility Reasonable Charge Determination and Negotiation

You will pay a fee for our services, as described in Section 12, equal to thirty (30%) of the amount of the reductions obtained through our efforts.

We will bill you for the amounts that you owe us. The bill will reflect reductions obtained during the preceding month and adjustments, if any, from previous months.

Service Fees for Shared Savings Program

You will pay a fee equal to thirty-five (35%) of the "Savings Obtained" as a result of the Shared Savings Program as described in Section 12. "Savings Obtained" means the amount that would have been payable to a health care provider, including amounts payable by both the Participant and the Plan, if no discount were available, minus the amount that is payable to the health care provider, again, including amounts payable by both the Participant and the Plan, after the discount is taken.

Service Fees for Medicare Cross-over Program

$1.46 per month per Employee covered as a Medicare Eligible Participant

Service Fees for Benefit Plan for Prescriptions ONLY for Retirees Only

$2.10 per month per Employee covered by the Benefit Plan for Prescriptions ONLY for Retirees

3.0 INCORPORATION OF CONTRACT

3.1 You and we hereby incorporate this amendment into the Administrative Services Agreement as amended by Modifications One, Two, Three, Four, Five, Six, Seven, Eleven, Fourteen and Fifteen. You and we hereby ratify all of the terms and conditions of the Agreement as amended.

4.0 EFFECTIVE DATE

4.1 The changes stated in this amendment are effective October 1, 2012.

ATTACHMENT A– PHARMACY PRICING AND GUARANTEES

The fees in this Attachment are for Pharmacy Services, and are in addition to fees specifically listed elsewhere in the Agreement. Except for the **Pharmacy Average Wholesale Price (AWP) Contract Rates**, all other fees in section 2 of Modification 16 ("Service Fees") payable by You under this Agreement will be adjusted through a credit to your Service Fees in accordance with the guarantees below unless otherwise defined in the guarantee if we fail to pay You and will provide appropriate documentation about the calculation of the credit. These guarantees apply to pharmacy benefits and are effective for the period beginning October 1, 2012 and ending on October 1, 2013 (each twelve month period is a "Guarantee Period"). With respect to the aspects of our performance addressed in this Attachment, these fee adjustments are your exclusive financial remedies.

The guarantees will become effective upon the later of (1) the effective date of the Guarantee Period; or (2) the date this Agreement is signed by both parties.

We reserve the right from time to time to replace any report or change the format of any report referenced in these guarantees. In that event, the guarantees will be modified to the degree necessary to carry out the intent of the parties. We shall not be required to meet any of the guarantees provided for in this Agreement or amendments to it to the extent Our failure is due to Your actions or inactions or if We fail to meet these standards due to fire, embargo, strike, war, accident, act of God, acts of terrorism or Our required compliance with any law, regulation, or governmental agency mandate or anything beyond Our reasonable control.

Prior to the end of the Guarantee Period, and provided that this Agreement remains in force, We may specify to You in writing new guarantees for the subsequent Guarantee Period. If We specify new guarantees, We will also provide you with a new Attachment that will replace this Attachment for that subsequent Guarantee Period.

"Claim" is defined as an initial and complete written request for payment of a Plan benefit made by an enrollee, physician, or other healthcare provider on an accepted format.

Retail Network		
Discounts and Dispensing Fees - Access to 62,000 pharmacies nationwide - Rates exclude compound and DMR claims - Aggregate average discount off AWP for MAC and non-MAC generics: 69%	Brand:	AWP –13.7% Post Rollback AWP –17.0% Equivalent Pre-Rollback $1.50 Dispensing Fee
	Generic:	**MAC** **$1.50 Dispensing Fee**
Mail Service		
Discounts and Dispensing Fees - Postage included - Based on an average days supply of 84 or greater for all claims with the exception of all specialty and certain non-specialty injectable drugs - Rates may vary for claims not covered under pharmacy benefit - Aggregate average discount off AWP for MAC & non-MAC generics: 71%	Brand:	AWP –22% Post Rollback AWP –25% Equivalent Pre-Rollback $0.00 Dispensing Fee
	Generic:	**MAC** **$0.00 Dispensing Fee**

Rebate Management		
⌖ Adoption of Our PDL, PDL management, and utilization management in conjunction with You ⌖ Collection and distribution of funds received ⌖ Rebate ineligible paid claims such as those from 340B pharmacies or entities eligible for federal supply schedule prices (e.g., Dept. of Veterans Affairs, US Public Health Service, Dept. of Defense) are excluded from rebate guarantees ⌖ Your Plan is accountable for at least half of the aggregate drug costs annually	Retail: Mail:	100% Pass Through 100% Pass Through

Standard Services	
⌖ **Dedicated Implementation and Client Management Team** ⌖ **Help Desks** – Toll-free access for members, physicians, and pharmacies ⌖ **DUR and System Edits** – Standard Concurrent DUR and flexible plan designs ⌖ **Real-Time Audit** – Filters 100% of claims before payment–outliers sent to audit team ⌖ **Safety Notifications for Providers and/or Members** (e.g., drug recalls)	**$0.81 per Paid Claim**

Clinical Programs	
Clinical Prior Authorization ⌖ Overrides requiring clinical intervention or evaluation	**Included**
Physician Reviewed Prior Authorization	**Included**
Clinical Initiatives ⌖ Standard Targeted Disease Intervention Programs ⌖ Provider and Member Education Programs	4 programs included, $0.08 PMPM per additional program selected
Core Clinical Programs ⌖ Programs Include: DIAP, Geriatric Monitor, Narcotic, and PolyPharmacy	Included
Health, Wellness, and Disease Education provided through website	Included
Customized Clinical Programs	**Quoted Separately Upon Request. Client claims data required for custom analysis and presentation**
Appeals Services for Prior Authorization	**Included**
Translation for Prior Authorization Appeals	**$220 per Letter**

Additional Services	
Custom Programming/Report Generation ***Minimum $500***	**$150 per hour**
E-Prescribing	**$0.18 per Eligibility Check**
Non-Standard or Manual Eligibility Maintenance	**$1.50 per Member**
Direct Member Reimbursement (DMR) **Entered by Us, includes creation and mailing of letters for denied claims, in accordance with state or federal requirements.**	**$4.50 per Claim plus postage**
Appeals Services for DMR	**Included**
Translation for DMR Appeals	**Included**

Pricing Terms
• Fees are adjusted annually based on CPI-U % change over the prior year. CPI-U is published by the US Department of Labor. • Generic rates exclude generic drugs during the exclusivity period as granted by the FDA, which is typically 180 days, or as authorized by the original patent holder. • Generic discounts exclude high cost generic drugs with a monthly cost of at least $600. • Rebate guarantees and generic AWP discounts may be adjusted proportional to the impact of unexpected releases of generic products to market, or the withdrawal/recall of existing branded products. • Mail service rates exclude specialty and certain non-specialty injectable products. • "AWP" means and refers to the average wholesale price of medication, drugs or ancillary supplies, as applicable, as dispensed and as set forth in the latest edition of the Medi-Span Prescription Pricing Guide (with supplements) or any other nationally recognized pricing source mutually agreed upon by the parties (the "Pricing Source"). (a) You acknowledge that We are entitled to rely on Medi-Span and the publisher of any mutually agreed upon pricing source to determine AWP for purposes of establishing the pricing provided to You under this Agreement. You further acknowledge that We do not establish AWP, and We have no liability to You arising from the use of the Medi-Span Pricing Guide or information received from any other pricing source that is mutually agreed upon in a written modification to this Agreement. (b) You further acknowledge that to account for the rollback of AWP implemented by Medi-Span on or after September 26, 2009 ("AWP Rollback"), We use the following AWP adjustment processes for all pricing based on AWP (including, without limitation, guarantees) that is provided to You under this Agreement: (1) We shall adjust the Medi-Span AWP Pricing Information for each of the Affected National Drug Codes (NDCs) to reflect the markup factors utilized by Medi-Span immediately prior to the AWP Rollback. "Affected NDCs" means all NDCs with adjusted markup factors by the pricing source pursuant to the AWP Rollback. (i) We adjust Affected NDCs with markup changes on or after September 26, 2009, to reflect the markup factors utilized by Medi-Span immediately prior to the AWP Rollback, and (ii) New NDCs with markup factors used by the pricing source are adjusted by Us to reflect a markup factor of 1.25. New NDCs means those NDCs first issued and listed on the Medi-Span AWP Pricing Information after the effective date of the AWP Rollback. (2) We shall continue to adjust the AWP Pricing Information, as described in this section, until AWP is no longer published by Medi-Span. (3) If We decide to utilize a pricing benchmark other than AWP or We are required to do so because the Pricing Source discontinues publication of AWP and such change would materially affect Your economic benefit under this Agreement ("Material Pricing Change"), then We shall provide You with the modified pricing terms at least thirty (30) days before the effective date of that change. If We and You fail to mutually agree upon the modified pricing terms before the effective date of the Material Pricing Change, then Our proposed modified pricing terms go into effect until otherwise agreed. Additionally, if no agreement is reached concerning the Material Pricing Change, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

Specialty Pharmacy	Rates
Specialty Products including ⌖ Ancillary supplies, needles, syringes, and sharps containers ⌖ Express overnight shipping	**See pricing schedule**
Unmixed Chemotherapeutic Agents ⌖ Shipped to physician's office or infusion clinic	**See pricing schedule**
Chemotherapy Adjunctive Medications	See pricing schedule
Value-added services provided at no additional charge ⌖ Care management: "High Touch" monitoring of patient response, side effects and disease progression ⌖ Clinical Management Programs to improve quality of care through education and communication for patients with Multiple Sclerosis, Hepatitis, or Rheumatoid Arthritis.	⌖ Patient Care Coordinators will proactively call members prior to each refill to help manage inventory of specialty products to ensure continuity of care ⌖ Member access to clinical pharmacists 24/7 ⌖ Provide access to patient advocate and assistance programs

Home Infusion Network/Access to Exclusive Drugs	Rates
Selection varies by geographic area (includes infusion services, specialty products and nursing)	**Rates vary per contract and may include dispensing or per diem fees. See pricing schedule**

Case Review	Rates
Authorization, Denial, Utilization and Case Management	$55.00 per case
Physician Reviewed Prior Authorization	$390.00 per case

Other	Rates
Standard Reports	Included
Online Reporting Tool	Included
Custom system or reporting configurations	$150 per hour, as approved by Client
Implementation set up fees	Included
Direct Member Reimbursement (DMR) **Entered by Us, includes creation and mailing of letters for denied claims, in accordance with state or federal requirements.**	**$4.50 per Claim plus postage**

Case Review Charges

A client may choose to have all or some specialty products go through the case review process (recommended) and reviewed by a licensed clinical pharmacist. Authorization, Denial & Limited Case Management, $55 per case. Services listed below are included.

Utilization Management

- Specialty Product Authorization accepted by phone or fax
- Verify eligibility of member
- Review requests for any specialty product. If no guideline exists, utilize FDA indications as basis for review, and perform additional research for off label use requests if necessary
- Request additional information, if needed
- Guideline Criteria Met Approve
- Diagnosis does not match guideline diagnosis Denial
- (Or convert to Non-FDA limited case management review)
- Guideline Criteria not met In depth review for off label use requires research and Medical Director consultation
- Guideline Criteria not met Redirect to other PO or specialty product when appropriate
- State Regulation & NCQA Denial Letters to be completed by Optum Rx (members and providers)

Off label Use

- At Direction of Client: Review medical necessity of off label use
- Medical Director review of submitted documentation (i.e. studies)
- External expert consultant if needed

Case Management

- Direct Case to appropriate delivery mechanism (i.e. home health vs. specialty product)
- Manage specialty product formulary when developed (i.e. direct to formulary Low Molecular Weight Heparin)
- Limited Case Management (i.e. proactive monitoring of EPO/ Neupogen lab parameters for re-auths)

Reporting – Case Log

- Drug, Date, Physician & Patient
- Decision
- Outcome notes (when applicable)

Clinical Support

- Guideline Development

MODIFICATION OF CONTRACT NUMBER: 02T00005OJ,Reporting, UHC (SAP # 4400001092) PAGE 1 OF 1 PAGE

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET, 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**September 14, 2012**
ISSUED TO: **United HealthCare Services, Inc.** **9900 Bren Road, East** **Minneapolis, MN 55440**	MODIFICATION NO.: **12**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 11, 2001**

ORIGINAL CONTRACT TERM DATES: October 1, 2001-October 1-2002 CURRENT CONTRACT TERM DATES: October 1, 2012-September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $____N/A_____ Current Modified Amount $___N/A_____

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

This amendment number twelve to Customer Reporting System Internet Access Agreement is made by the following parties: United HealthCare Services Inc., a Texas corporation ("UHS") and Travis County, ("User").

RECITALS

User and UHS entered into a contract for Customer Reporting System Internet Access in conjunction with an Administrative Services Agreement with United HealthCare Insurance Company for group employee benefits, such as self funded health coverage for county employees, retirees, and their dependents that began October 1, 2001.

Section 6 **Term and Termination** of the Customer Reporting System Internet Access Agreement with UHS grants User the option to extend this agreement for additional one year periods if the option to extend the Administrative Services Agreement with United HealthCare Insurance Company for that period has also been exercised by User, with all terms and conditions remaining unchanged except the term of the agreement.

EXERCISE OF OPTION TO EXTEND CONTRACT

Pursuant to Section 6 **Term and Termination** of the Customer Reporting System Internet Access Agreement, as amended herein, User hereby exercises its option to extend this agreement for an additional one-year period from October 1, 2012 through September 30, 2013.

User and UHS hereby incorporate this amendment into the Customer Reporting System Internet Access Agreement. User and UHS hereby ratify all of the terms and conditions of the Agreement as amended in Modifications 1, 3, 4, 5 and 6. The changes stated in this amendment are effective when it is executed by both User and UHS.

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: **United HealthCare Services, Inc.** BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

MODIFICATION OF CONTRACT NUMBER: 02T00005OJ, COBRA **PAGE 1 OF 3 PAGES**

(SAP # 4400001092)

ISSUED BY:	PURCHASING AGENT ASST:	DATE PREPARED:
PURCHASING OFFICE 700 LAVACA STREET, 8TH FLOOR AUSTIN, TX 78701	CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	**September 14, 2012**
ISSUED TO: **United HealthCare Services, Inc.** **185 Asylum Street** **Hartford, Connecticut 06103-3408**	MODIFICATION NO.: **12**	EXECUTED DATE OF ORIGINAL CONTRACT: **September 18, 2001**

ORIGINAL CONTRACT TERM DATES: _October 1, 2001-October 1, 2002__ CURRENT CONTRACT TERM DATES: __ October 1, 2012-September 30, 2013

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: $____N/A_____ Current Modified Amount $___N/A_____

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

This amendment number twelve to COBRA Administrative Services Agreement is made by the following parties: United HealthCare Services, Inc., formerly known as United HealthCare Insurance Company, a Texas corporation ("UnitedHealthcare") and Travis County, Texas ("Contractholder").

RECITALS

Contractholder and UnitedHealthcare entered into a contract for administrative services for COBRA benefits for self funded health coverage for county employees, retirees, and their dependents that began October 1, 2001.

Section VIII General Provisions of the COBRA Administrative Services Agreement with UnitedHealthcare allows Contractholder and UnitedHealthcare to amend this agreement if the amendment is in writing and signed by both parties.

Section X Term of Agreement of the COBRA Administrative Services Agreement with UnitedHealthcare grants Contractholder the option to extend this agreement for additional one year periods, with all terms and conditions remaining unchanged except the Agreement Period and negotiated rate changes.

AGREEMENT

1.0 EXERCISE OF OPTION

1.1 Pursuant to **Section X Term of Agreement** of the COBRA Administrative Services Agreement, as amended herein, Contractholder exercises its option to extend this agreement for the one year period from October 1, 2012 through October 1, 2013.

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: **United HealthCare Services, Inc.** BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

2.0 RATE CHANGES

2.1 Pursuant to **Section VI Fees and Charges; Due Dates, Payments and Penalties** of the COBRA Administrative Services Agreement and **Exhibit A – Services Fees** of the Administrative Services Agreement as amended in Amendment One, the rates applicable for this option period from October 1, 2012 to October 1, 2013 are as follows:

COBRA/Direct Billing Set Up and Maintenance

This annual fee has been waived.

Service Fee for Open Enrollment Services

$11.75 per person for partial Open Enrollment Services which includes a custom letter and plan change form

COBRA Services

On-going Continuant per month charge	$11.25
Qualifying Event notification (includes timely distribution of Qualifying Event notices and election form via proof mail with instructions and processing of enrollment forms returned to set up those individuals for premium billing services)	$30.00 per Qualifying Event
COBRA Initial Rights Notifications	$4.46 per notice
Retro COBRA Initial Rights Notifications	$4.46 per notice
Texas State Continuation Notice	No fee per notice
Past Due Notices to Continuants	No fee per notice

Direct Billing Administration (Billing and Collection)

Retiree Direct Billing for Retirees covered by UnitedHealthcare Options PPO or Choice EPO or Coinsured EPO or Rx Only Plan	$7.35 per retiree per month
Past Due Notices to Retirees	No fee per notice

Open Enrollment Services

Partial Open Enrollment Service Includes custom letter and plan change form	$11.75 per person

Outside Carrier

Outside carrier eligibility feeds and premium remittance $41.21 per carrier per month.

QUALIFIED BENEFICIARY CHARGE

On-Going Service

2% of Premium included in Qualifying Beneficiary billing rate collected from Continuants to be credited back to Contractholder.

3.0 INCORPORATION OF CONTRACT

3.1 Contractholder and UnitedHealthcare hereby incorporate this amendment into the COBRA Administrative Services Agreement, Modification One, Modification Three, Modification Four, Modification Five, Modification Six, Modification Seven, and Modification Eight. Contractholder and UnitedHealthcare hereby ratify all of the terms and conditions of the Agreement as amended.

4.0 EFFECTIVE DATE

4.1 The changes in this amendment are effective October 1, 2012.

HRMD

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512)

Backup Memorandum

DATE: August 27, 2012

TO: Members of the Commissioners Court

FROM: Leslie Browder, County Executive, Planning and Budget Office
Diane Poirot, Director, Human Resources Management Department
John Rabb, Benefits Manager
Cindy Purinton, Benefit Administrator (transition)
Shannon Steele, Benefits Administrator

Subject: United Healthcare – Fiscal Year 2013 Administrative rates

Proposed Motion

A. Consider and take appropriate action to renew United Healthcare as the Third Party Administrator for the Travis County Employee Benefit Plan and to approve administrative rates as shown below for Fiscal Year 2013
B. Consider and take appropriate action to renew United Healthcare Cobra and Retiree Billing administration.

Summary

United Healthcare has been the County's Third Party Administrator for the healthplan since October 1, 2001, the inception of the self-funded plan. For FY2012, Travis County negotiated a significant reduction in UHC's administrative fees with a two-year rate guarantee. The administrative rates below reflect the negotiated rates, with an additional 1.1% reduction for FY2013.

Staff Recommendation:
A. Staff recommends approval of United Healthcare as the Third Party Administrator and recommends approval of UnitedHealthcare administrative rates for the Fiscal Year 2013
B. Staff recommends approval of UnitedHealthcare Cobra/ Retiree Billing Administration and the rates for the Fiscal Year 2013.

The following bulleted items are the important points or changes for the plan renewal with UnitedHealthcare.

- The Plan administration fee will **decrease** by approximately 1.1%. (.46) from $40.37 to $39.91 PSPM (per subscriber per month) for all three plans.

- The administrative rates for Cobra Administration and Retiree Billing Administration will remain the same for Fiscal Year 2013.

- Front-line customer service support will be provided by the UHC Claims Team who actually process Travis County's claims via the toll-free number provided by UHC (on the back of every ID card) rather than an on-site UHC representative. This change expands the service hours for front-line customer support and reduces the administrative fees by 1.1%.

- Escalated issues may be handled via HRMD Staff or directly through the UHC Service Center.

- Prescription Solutions has undergone a name change to Optum Rx.

The following items are included in the UHC administration fee:

- **Personal Health Support (PHS) 2.0 Nurse Team**
    - **The PHS Nurse team** will be assigned to Travis County. There will be a Clinical Lead who can work directly with Travis County Benefit Staff to resolve members care management/health issues.
        - Customer specific predictive modeling results;
        - Enhanced member-specific wellness mailings and messaging

- **Treatment Decision Support**
  They have added these two services in an effort to help us with our ongoing high claimants and specifically high cost back surgery claims.
    - **The Treatment Decision Support program** is designed for members facing surgical treatment decisions for nine conditions with high practice variations or outcomes, including:
        - **Musculoskeletal**: back pain / Knee and hip replacement
        - **Women's Health:** benign uterine conditions / hysterectomy
        - **Men's Health:** Benign prostate disease
        - **Heart Disease**: Coronary disease / CABG / Angioplasty
        - **Obesity:** Bariatric surgery (note: Travis County plan does not cover Bariatric Surgery.

Budgetary and Fiscal Impact

The monthly fixed costs of the plan will **decrease 1.1%** due to negotioation, and removal of onsite representative.

	Current Fiscal Year 2012	Fiscal Year 2013
Average Monthly Cost	$199,428	$197,153
Average Annual Cost	$2,393,134	$2,365,841
		-1.1%
Note: costs shown above do not include Individual Stop Loss premiums. This item is currently under bid and will be brought to the Court in a agenda item.		

Authorizations

X	Planning and Budget Office (854-9106)
X	Human Resources Management Department (854-9165)
X	Purchasing Office (854-9700)
X	County Attorney's Office (854-9415)
X	County Auditor's Office (854-9125)

Page #

Attachment 1…… UnitedHealthcare Administrative rates exhibit……4
Attachment 2 …….. UnitedHealthcare COBRA and Retiree Direct
Billing renewal exhibit……..5

ATTACHMENT 1

UNITEDHEALTHCARE ADMINISTRATIVE SERVICES ONLY (ASO) RENEWAL EXHIBIT

Fixed Costs		Current fiscal year 2012 administrative rates	Renewal- fiscal year 2013 administrative rates
Administration Fee			
Plan name	**Enrollment**		
Choice EPO	**910**	$40.37	$39.91
Choice CoInsured EPO	**700**	$40.37	$39.91
Choice Plus PPO	**3330**	$40.37	$39.91
Total Subscribers	**4940**		
Composite Fee per Subscriber per month-PSPM		$40.37	$39.91
Fixed cost PSPM (per Subscriber per month)		$40.37	$39.91
Monthly Fixed Cost		$199,428	$197,153
Annual Fixed Cost		$2,393,134	$2,365,841
% of increase or decrease			-1.1%
Expected Claims PSPM (per Subscriber per month)		$815.52	$842.96

ATTACHMENT 2

Fiscal Year 2013 COBRA AND RETIREE Direct Billing and Administrative Fees (NO INCREASES)

Cobra/ Retiree billing-UnitedHealthcare Benefit Services	Fiscal Year20 09	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013
On going maintenance Fee (once a yr charge)	$1,155.00	$1,155.00	$1,155.00	Fee waived	Fee waived
Cobra continuant takeover charge (1 time chg per current continuant from previous Cobra Administration) (should not apply in our case as we haven't changed)	$16.54	$16.54	$16.54	$16.54	$16.54
Ongoing Cobra Continuant per month charge	$11.25	$11.25	$11.25	$11.25	$11.25
Outside carrier eligibility feeds and premium remittance –per carrier per month	$41.21	$41.21	$41.21	$41.21	$41.21
Qualifying Event- fee per qualifying event	$30.00	$30.00	$30.00	$30.00	$30.00
Cobra Initial Rights Notifications-per notice	$4.46	$4.46	$4.46	$4.46	$4.46
Retro Cobra Initial Rights notices- per notice	$4.46	$4.46	$4.46	$4.46	$4.46
TX State Continuation- per notice	$11.00	$11.00	$0.00	$0.00	$0.00
Past Due notices to continuants -per notice	$2.10	$2.10	$0.00	$0.00	$0.00
Direct Billing Services					
Retiree Billing-per retiree per month	$7.35	$7.35	$7.35	$7.35	$7.35
Past Due notice- per notice	$2.10	$2.10	$0.00	$0.00	$0.00
OPTIONAL SERVICES					
Employee notification Services **HIPAA**is abbreviation for - Health Insurance Portability and Accountability Act					
HIPAA Initial rights notifications –per notice	$4.25	$4.25	$6.25	$6.25	$6.25
Retro HIPAA Initial Rights Notifications –per notice	$4.25	$4.25	$6.00	$6.00	$6.00
Post-COBRA HIPAA certificates of coverage on outside COBRA members – per certificate	$6.25	$6.25	Not indicated on renewal	Not indicated on renewal	Not indicated on renewal
HIPAA Privacy Notices- per notice	$6.00	$6.00	Not indicated on renewal	Not indicated on renewal	Not indicated on renewal
Women's Health Cancer Rights Act- per notice	$3.25	$3.25	Not indicated on renewal	Not indicated on renewal	Not indicated on renewal
Open Enrollment Services					
Partial Open Enrollment Service- per person Includes custom letter and plan change form	$11.75	$11.75	$11.75	$11.75	$11.75
Full open enrollment Services- per person Same as partial Plus packaging and distribution of all related benefit materials and or informational documents as designated and provided by the client	$23.50	$23.50	$23.50	$23.50	$23.50

UnitedHealthcare returns the 2% COBRA administrative fee that is charged to COBRA participants to the County.

Item 34

Travis County Commissioners Court Agenda Request

Meeting Date: 9/25/2012, 9:00 AM, Voting Session
Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR FISCAL YEAR 2012 HMAC OVERLAY PROGRAM, IFB NO. 1207-003-JE TO THE LOW BIDDER APAC OF TEXAS, INC., (WHEELER COMPANIES) FOR GROUPS A, B, C, D, E, G AND ADD ALTERNATES E1 AND G1.

- **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.

- IFB No. 1207-003-JE, Fiscal Year 2012 HMAC Overlay Program was issued on July 25, 2012. The project consist of services for the HMAC Overlay Program in Precincts 1(Group A); 2 (Group B); 3 (Group C); 4 (Group D); LCRA/Travis County Parks (Group E); (There is no Group F); Criminal Justice Facilities Projects (Group G); Facilities Management Projects (Group H); City of Lakeway Projects (Group I) and City of Rollingwood Projects (Group J). However, after the solicitation was issued, Facilities Management Projects (Group H) and City of Rollingwood Projects (Group J) were removed from the bid solicitation by Addenda 1 and 2 due to the lack of funding.

- Of the thirty-seven (37) bids either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync, three (3) bids were received in response to this solicitation when subject IFB was opened on August 22, 2012 at 2:00 P.M., CST. The apparent low bidders were APAC of Texas, Inc. (Wheeler Companies) and Austin Material d/b/a J.D. Ramming Paving Company Ltd., as follows:

APAC of Texas-Wheeler Companies

Precinct 1	Group A	$ 1,759,399.20
Precinct 2	Group B	$ 99,366.50
Precinct 3	Group C	$ 910,418.30
Precinct 4	Group D	$ 849,494.20
LCRA/Travis County Parks	Groups E & E1	$ 232,232.50
Criminal Justice Facilities	Groups G & G1	$ 70,324.00
Total Recommendation for Award		**$ 3,921,234.70**

***Austin Material d/b/a J.D. Ramming Paving Co., Ltd.**

City of Lakeway	Group I	$ 394,245.00
Total Recommendation Pending Award		**$ 394,245.00**

***NOTE:** Award recommendation correspondence from the TNR and funding from the City of Lakeway has not been received for Group I. Upon receipt of recommendation correspondence and funds from the City of Lakeway, contract award recommendation to Austin Material d/b/a J.D. Ramming Paving Company, Ltd., for Group I will be presented to the Court.

- **Contract Expenditures**: Within the last 12 months $0.00 has been spent against the 2012 HMAC Overlay Program.

- **Contract-Related Information:**
  Award Amount: $3,921,234.70 (APAC of Texas, Inc. Wheeler Co.)
  Contract Type: Construction
  Contract Period: Through Completion

- **Contract Modification Information:** N/A
  Modification Amount:
  Modification Type:
  Modification Period:

- **Solicitation-Related Information:**

Solicitations Sent: 37 Responses Received: 3

HUB Information: None % HUB Subcontractor: 0%

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.

➢ **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:**
☒ Funds Reservation: 300000189
☒ Cost Center: As shown below

Funds Center/Fund	Funded Program	GL Account	Amount
Precinct 1 (Group A)			
1490200000/4072	600140	521040	$1,759,399.20
Precinct 2 (Group B)			
1490200000/4072	600140	521040	99,366.50
Precinct 3 (Group C)			
1490200000/4072	600140	521040	910,418.30
Precinct 4 (Group D)			
1490200000/4072	600140	521040	502,248.00
1490200000/4063	600031	521040	347,246.20
LCRA/Travis County Parks Projects (Groups E & E1)			
1490220109/0109	600175	521060	161,476.00
1490274049/4049	600163	521060	70,756.50
Criminal Justice Facilities (Groups G & G1)			
*Funds Reservation being prepared by Juvenile Justice	TBD	TBD	$70,324.00

Updated 9/20/12, 4:00 p.m.

John 9.17

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

RECEIVED
TRAVIS COUNTY
2012 SEP 14 PM 4:13
PURCHASING OFFICE

September 13, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive, TNR

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2012 HMAC Overlay Program – (Group A, B, C, D and G)

Proposed Motion: Award construction service contract for the above project in the amount of $3,921,234.70 to the apparent low bidder APAC of Texas – (Wheeler Companies).

Summary and Staff Recommendation: On Wednesday, August 22, 2012, Travis County received bids from three vendors in response to IFB 1207-003-JE. TNR has reviewed the bids and would like to award the construction contract for work in Precincts 1, 2, 3, 4 ($3,618,678.20), parking lots at Gardner Betts ($70,324) and park roads at Pace Bend and Hamilton Pool parks ($232,232.50) to the apparent low bidder APAC-Texas, Inc.
The total for all sites is $3,921,234.70. The $3,921,234.70 is encumbered under funds reservation number 300000189.

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Precinct 1 (Group A)

Funds Center / Fund	Funded Program	GL Account	Amount
1490200000/4072	600140	521040	$ 1,759,399.20
Total Precinct 1			**$ 1,759,399.20**

Precinct 2 (Group B)

Funds Center / Fund	Funded Program	GL Account	Amount
1490200000/4072	600140	521040	$ 99,366.50
Total Precinct 2			**$ 99,366.50**

Precinct 3 (Group C)

Funds Center / Fund	Funded Program	GL Account	Amount
1490200000/4072	600140	521040	$ 910,418.30
Total Precinct 3			**$ 910,418.30**

Precinct 4 (Group D)

Funds Center / Fund	Funded Program	GL Account	Amount
1490200000/4072	600140	521040	$ 502,248.00
1490200000/4063	600031	521040	$ 347,246.20
Total Precinct 4			**$ 849,494.20**

LCRA/Travis County Parks Projects (Groups E & E1)

Funds Center / Fund	Funded Program	GL Account	Amount
1490220109/0109	600175	521060	$ 161,476.00
1490274049/4049	600163	521060	$ 70,756.50
Total LCRA/Travis County Parks			**$ 232,232.50**

Criminal Justice Facilities (Groups G & G1)

Funds Center / Fund	Funded Program	GL Account	Amount
Funds Reservation Being Entered by Juvenile Justice will Provide Info When Ready			**$ 70,324.00**
Total Criminal Justice Facilities			**$ 70,324.00**

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Exhibits: Bid tabulation summary.

DWJ:SMM:dwj

Copy: Jessica Rio, Planning & Budget Office
John Peña, Purchasing
Don Ward, TNR
Tawana Gardner, TNR

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
BID TABULATION FORM

BID NO.:	1207-003-JE				8/22/2012			**BIDS SOLICITED:**	3230
DESCRIPTION:	2012 HMAC Overlay Program				2:00 PM			**HUBS SOLICITED:**	54
DEPARTMENT:	TNR				11/21/2012			**BIDS ACT. VIEWED:**	37
CONTACT/NO.:	D.Ward / x49317							**BIDS RECEIVED:**	3
								HUBS RECEIVED:	0

GROUP A (PRECINCT ONE)

BIDDERS NAME		**Angel Brothers Enterprises, LTD**			**APAC of Texas - Wheeler Companies**			**Austin Material dba JD Ramming Paving Co.**		
BID ITEM				**Base Bid Group A Items**			**Base Bid Group A Items**			**Base Bid Group A Items**
1A	Levelup	6,833.00	$96.00	$655,968.00	6,833.00	$53.00	$362,149.00	6,833.00	$75.00	$512,475.00
2A	1&1/2" HMAC	248,502.00	**$7.50**	$1,863,765.00	248,502.00	**$5.60**	$1,391,611.20	248,502.00	**$5.50**	$1,366,761.00
3A	Excavation	340.00	$42.00	$14,280.00	340.00	$10.00	$3,400.00	340.00	$50.00	$17,000.00
4A	Tabs	2,239.00	$1.20	$2,686.80	2,239.00	$1.00	$2,239.00	2,239.00	$1.00	$2,239.00
GROUP-A BASE BID				**$2,536,699.80**			**$1,759,399.20**			**$1,898,475.00**

GROUP B (PRECINCT TWO)

BIDDERS NAME		**Angel Brothers Enterprises, LTD**			**APAC of Texas - Wheeler Companies**			**Austin Material dba JD Ramming Paving Co.**		
BID ITEM				**Base Bid Group B Items**			**Base Bid Group B Items**			**Base Bid Group B Items**
1B	Levelup	332.00	$96.00	$31,872.00	332.00	$61.00	$20,252.00	332.00	$75.00	$24,900.00
2B	1&1/2" HMAC	12,061.00	**$7.50**	$90,457.50	12,061.00	**$6.50**	$78,396.50	12,061.00	**$6.50**	$78,396.50
3B	Excavation	20.00	$60.00	$1,200.00	20.00	$17.00	$340.00	20.00	$175.00	$3,500.00
4B	Tabs	126.00	$1.20	$151.20	126.00	$3.00	$378.00	126.00	$1.00	$126.00
GROUP-B BASE BID				**$123,680.70**			**$99,366.50**			**$106,922.50**

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
BID TABULATION FORM

GROUP C (PRECINCT THREE)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group C Items			Base Bid Group C Items			Base Bid Group C Items
1C	Levelup	3,227.00	$96.00	$309,792.00	3,227.00	$59.00	$190,393.00	3,227.00	$65.00	$209,755.00
2C	1&1/2" HMAC	117,413.00	**$7.50**	$880,597.50	117,413.00	**$6.10**	$716,219.30	117,413.00	**$5.85**	$686,866.05
3C	Excavation	176.00	$42.00	$7,392.00	176.00	$15.00	$2,640.00	176.00	$75.00	$13,200.00
4C	Tabs	1,166.00	$1.20	$1,399.20	1,166.00	$1.00	$1,166.00	1,166.00	$1.00	$1,166.00
GROUP-C BASE BID				**$1,199,180.70**			**$910,418.30**			**$910,987.05**

GROUP D (PRECINCT FOUR)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group D Items			Base Bid Group D Items			Base Bid Group D Items
1D	Levelup	3,296.00	$96.00	$316,416.00	3,296.00	$53.00	$174,688.00	3,296.00	$80.00	$263,680.00
2D	1&1/2" HMAC	119,837.00	**$7.50**	$898,777.50	119,837.00	**$5.60**	$671,087.20	119,837.00	**$5.75**	$689,062.75
3D	Excavation	172.00	$42.00	$7,224.00	172.00	$15.00	$2,580.00	172.00	$70.00	$12,040.00
4D	Tabs	1,139.00	$1.20	$1,366.80	1,139.00	$1.00	$1,139.00	1,139.00	$1.00	$1,139.00
GROUP-D BASE BID				**$1,223,784.30**			**$849,494.20**			**$965,921.75**

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
BID TABULATION FORM

GROUP E (LCRA/TRAVIS COUNTY PARKS PROJECTS)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group E Items			Base Bid Group E Items			Base Bid Group E Items
1E	Flexbase	10,000.00	$14.35	$143,500.00	10,000.00	$6.00	$60,000.00	10,000.00	$15.00	$150,000.00
2E	2" HMAC	10,000.00	**$11.50**	$115,000.00	10,000.00	**$9.10**	$91,000.00	10,000.00	**$11.35**	$113,500.00
3E	Excavation	17.00	$90.00	$1,530.00	17.00	$28.00	$476.00	17.00	$175.00	$2,975.00
4E	Primecoat	2,000.00	$4.75	$9,500.00	2,000.00	$5.00	$10,000.00	2,000.00	$4.00	$8,000.00
N/A				$0.00			$0.00			$0.00
GROUP-E BASE BID & ADD ALTERNATE				**$269,530.00**			**$161,476.00**			**$274,475.00**

GROUP E (LCRA/TRAVIS COUNTY PARKS PROJECTS) HAMILTON POOL

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group G Items			Base Bid Group G Items			Base Bid Group G Items
1E1	Flexbase	1,081.00	$24.00	$25,944.00	1,081.00	$8.00	$8,648.00	1,081.00	$25.00	$27,025.00
2E1	2" HMAC	1,081.00	$14.00	$15,134.00	1,081.00	$10.00	$10,810.00	1,081.00	$20.00	$21,620.00
3E1	Excavation	3.00	$120.00	$360.00	3.00	$168.00	$504.00	3.00	$300.00	$900.00
4E1	1&1/2" HMAC	6,571.00	**$8.50**	$55,853.50	6,571.00	**$7.50**	$49,282.50	6,571.00	**$7.00**	$45,997.00
5E1	Primecoat	216.00	$4.75	$1,026.00	216.00	$7.00	$1,512.00	216.00	$4.00	$864.00
GROUP-G BASE BID & ADD ALTERNATE				**$97,291.50**			**$70,756.50**			**$96,406.00**

THERE WILL BE NO GROUP F IN THIS SOLICIATION

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
BID TABULATION FORM

GROUP G (CRIMINAL JUSTICE FACILITIES PROJECTS)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group G Items			Base Bid Group G Items			Base Bid Group G Items
1G	Prep	2,015.00	$3.50	$7,052.50	2,015.00	$9.50	$19,142.50	2,015.00	$5.00	$10,075.00
2G	2" HMAC	2,015.00	**$13.50**	$27,202.50	2,015.00	**$2.00**	$4,030.00	2,015.00	**$13.50**	$27,202.50
3G	Removal	2,015.00	$3.65	$7,354.75	2,015.00	$3.50	$7,052.50	2,015.00	$4.00	$8,060.00
4G	Primecoat	403.00	$4.75	$1,914.25	403.00	$5.00	$2,015.00	403.00	$4.00	$1,612.00
GROUP-G BASE BID & ADD ALTERNATE				**$43,524.00**			**$32,240.00**			**$46,949.50**

GROUP G (CRIMINAL JUSTICE FACILITIES PROJECTS)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group G Items			Base Bid Group G Items			Base Bid Group G Items
1G1	Prep	2,308.00	$3.50	$8,078.00	2,308.00	$2.00	$4,616.00	2,308.00	$4.50	$10,386.00
2G1	2" HMAC	2,308.00	**$11.92**	$27,513.00	2,308.00	**$9.50**	$21,926.00	2,308.00	**$12.50**	$28,850.00
3G1	Removal	2,308.00	$4.00	$9,232.00	2,308.00	$4.00	$9,232.00	2,308.00	$5.70	$13,155.60
4G1	Primecoat	462.00	$5.00	$2,310.00	462.00	$5.00	$2,310.00	462.00	$4.00	$1,848.00
GROUP-G BASE BID & ADD ALTERNATE				**$47,133.00**			**$38,084.00**			**$54,239.60**

GROUP H AND ADD ALTERNATE GROUP H1 WAS REMOVED BY ADDENDA NO. 2

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS
BID TABULATION FORM

GROUP I (CITY OF LAKEWAY)

BIDDERS NAME		Angel Brothers Enterprises, LTD			APAC of Texas - Wheeler Companies			Austin Material dba JD Ramming Paving Co.		
BID ITEM				Base Bid Group A Items			Base Bid Group A Items			Base Bid Group A Items
1A	1&1/2" HMAC	51,713.00	$7.50	$387,847.50	51,713.00	$7.00	$361,991.00	51,713.00	$7.00	$361,991.00
2A	Edge Milling	16,127.00	$3.65	$58,863.55	16,127.00	$3.40	$54,831.80	16,127.00	$2.00	$32,254.00
GROUP-I BASE BID				$446,711.05			$416,822.80			$394,245.00

GROUP J WAS REMOVED BY ADDENDA NO. 1

Award Sep 2012, Group A Precinct 1	$1,759,399.20
Award Sep 2012, Group B Precinct 2	$99,366.50
Award Sep 2012, Group C Precinct 3	$910,418.30
Award Sept 2012, Group D Precinct 4	$849,494.20
Subtotal Pcts 1-4	**$3,618,678.20**
Award Sept 2012, Group E, LCRA Parks	$161,476.00
Award Sept 2012, Group E1, Hamilton Pool Park	$70,756.50
Subtotal LCRA/Travis County Parks	**$232,232.50**
Award Sep 2012, Group G Criminal Justice Facilities	$32,240.00
Award Sep 2012, Group G1 Criminal Justice Facilities	$38,084.00
Subtotal Criminal Justice Facilities	**$70,324.00**
Overall Total to Award APAC	**$3,921,234.70**
Award on Hold Pending Receipt of Funds form City Lakeway Group I, JD Ramming Paving	$394,245.00
Total Award JD Ramming Paving Co.	**$394,245.00**

Updated 9/20/12, 4:00 p.m.

Travis County - TNR
Review of Funding Needs for FY2012 HMAC/Alternative Paving Program

S:\CAPITAL IMPROVEMENT PROJECTS (CIP)\CIP INVOICE SUMMARIES\hot mix & f mix\HOT MIX (HMAC)\FY 2012\[FY2012 HMAC Contract Award Bgt Shortfall Info.xlsx]Budget Needs FY20

Travis County - Precincts 1-4 Budget Review

Entity	Vendor	Bid Amt	Available Bgt	Shortfall/Surplus	Comments
Pct 1-4, Groups A-D	APAC	$ 3,618,678.20	$ 3,271,432.00	$ (347,246.20)	Recommending Award to Comm. Court Sept 2012 to APAC
Rejuvenation Program	TBA	$ 305,664.00	$ -	$ (305,664.00)	Project not yet bid out, $300,000 is Eng. Estimate
		$ 3,924,342.20	**$ 3,271,432.00**	**$ (652,910.20)**	**Funding Shortfall**

TNR Recommended Funding Source for Pct 1-4 Funding Shortfall

Fund Center	GL Account	Fund	Amount	Comment
1490200000	521040	4063	$ 541,010.00	FY2010 Overlay Savings
1490200000	521040	4068	$ 111,901.00	FY2011 Overlay Savings
			$ 652,911.00	**Savings TNR is applying to FY12 Overlay Program Shortfall**

****

Travis County Parks & Other Facilities Budget Review

LCRA Parks, Group E	APAC	$ 161,476.00	$ 200,000.00	$ 38,524.00	LCRA Approval Received 9/13/12
		$ 161,476.00	**$ 200,000.00**	**$ 38,524.00**	
LCRA Parks, Group EI	APAC	$ 70,756.50	$ 70,756.50	$ -	Parks Division - Hamilton Pool
		$ 70,756.50	**$ 70,756.50**	**$ -**	**Funding from Parkland Dedication Fees**
CJ Facilities, Group G	APAC	$ 32,240.00	$ 32,240.00	$ -	
CJ Facilities, Group G1	APAC	$ 38,084.00	$ 38,084.00	$ -	
		$ 70,324.00	**$ 70,324.00**	**$ -**	**Mary Nieves w/CJD is setting up funds reservation**
City Lakeway, Group I	JD Ramming	$ 394,245.00	$ 394,245.00	$ -	
		$ 394,245.00	**$ 394,245.00**	**$ -**	**Invoiced City Lakeway, Waiting for Payment**

TRANSPORTATION AND NATURAL RESOURCES

STEVEN P. MANILLA, P.E. - COUNTY EXECUTIVE

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

September 13, 2012

Carolyn Nelson
Parks Director
Lower Colorado River Authority
3700 Lake Austin Blvd.
Austin, Texas 78703

Subject: Pace Bend Park Paving Project

Dear Ms. Nelson:

We are requesting that the LCRA authorize funding from the LCRA/Travis County CIP Account for improvements and upgrades to the existing unimproved roadways lots at Pace Bend Park.

The County is in the process of awarding a new paving contract for FY12/13. In the contract, the cost for 2" HMAC overlay will be awarded at a very low cost to the County. We would like to take advantage of this contract and its low cost HMAC application to upgrade unimproved roadways at Pace Bend. In addition, the HMAC overlay will provide increased protection for the roadways and the natural environment in the long run by offering a defined roadway that will help keep visitors from driving wherever they want.

Pace Bend Park – Unimproved Roadway HMAC Overlay:

The County is requesting to continue to upgrade an additional 4,500 linear feet of major unimproved roadways to provide safer access for our park visitors. These roadways are located in the camping areas on the west side of the park. These paved roadways will not only benefit our park visitors, but will enable timelier and safer responses for emergency responders and law enforcement.

The LCRA has approved escrow funding for HMAC overlay upgrades at Pace Bend in the past. This has included Pace Bend Park Road, Grisham Trail, the Improved Campground roadways and various transition areas and previously unimproved roadways throughout the park.

The table that follows details the costs of the Pace Bend Park paving projects based on the lowest bid received for this year's contract. We would like to add this project to the existing contract and take advantage of this year's low paving costs.

Park	Road Name	Length (FT)	Width (FT)	SY	HMAC Cost	Flex Base materials, prep, excavation & prime coat	Total Cost
					$ 9.10 SY	$ 7.0476 SY	
Pace Bend	Unimproved Roadways	4500	20	10,000	$ 91,000	$ 70,476	$ 161,476
	GRAND TOTAL				$ 91,000	$ 70,476	$ 161,476

Because there are still some unknown costs associated with erosion control measures and possibly other unforeseen costs relating to these projects, we are requesting an additional 10% contingency to cover these expenses, or $16,150.

The total cost for this request is approximately $177,626.

We appreciate your review and consideration of this request. If you have any questions, please feel free to contact me at 854-9408.

Sincerely,

Charles Bergh
Parks Director

CB:dp
4501 LCRA Parks – Paving Request

xc: Cynthia McDonald, Financial Manager
Donna Williams, Financial Services
Isabelle Lopez, Financial Services
Robert Armistead, Parks Division Manager
Dan Perry, Parks District Manager
Keith Rawlings, Pace Bend Park Supervisor

I approve this Funding Request:

Signature: Carolyn D Nelson

Printed Name: CAROLYN NELSON

Title: PARKS MANAGER

Organization: Lower Colorado River Authority

Date: 9-13-2012

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and APAC of Texas, Inc. – Wheeler Companies (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of FISCAL YEAR 2012 HMAC OVERLAY PROGRAM in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE), all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the above mentioned Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE).

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked FISCAL YEAR 2012 HMAC OVERLAY PROGRAM (BID NO. 1207-003-JE) represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete said work by the end of October, 2012, and extend if necessary and at the discretion of Travis County, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of $3,921,234.70 consisting of $2,808,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and $1,113,234.70 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal

records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

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

EXECUTED THIS _____ DAY OF _____, YEAR_____.

TRAVIS COUNTY, TEXAS

BY:

_____
TRAVIS COUNTY JUDGE

APPROVED AS TO FORM:

_____
TRAVIS COUNTY ATTORNEY

CERTIFIED FUNDS ARE AVAILABLE

_____
COUNTY AUDITOR, TRAVIS COUNTY

APPROVED:

_____
COUNTY PURCHASING AGENT

APAC of Texas, Inc. – Wheeler Companies

BY:

_____
DAVID A. REESE

Item 35

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Shannon Pleasant, CTPM 854-1181 / Marvin Brice, CPPB 854-9765
Elected/Appointed Official/Dept. Head: Cyd Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and Take Appropriate Action on Request to Renew List Of Certain Health and Human Services and Veterans Services Social Service Contracts which Expire September 30, 2012.

Travis County Health and Human Services and Veteran Services Department has requested the Purchasing Office to place on the Court's Agenda the attached list of Social Services Contracts which will expire September 30, 2012. HHS & VS is currently working with the County Attorney's office on finalizing the Statement of Work and funding of these contracts; and as such they were not ready for presentation to the Court at the time of this agenda preparation. Once the contracts are finalized, and funding secured, they will be presented to the Court for signature. However, in order to prevent contract expiration, the attached list (Attachment A) is being presented for Court approval.

REQUESTED ACTION:

APPROVE ( ) DISAPPROVE ( )

_____ _____

Samuel T. Biscoe, County Judge Date

- Contract-Related Information: See Attachment A

ID #7168

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

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608

DATE: September 18, 2012

TO: Cyd Grimes, Travis County Purchasing Office

FROM: Sherri E. Fleming
Sherri E. Fleming
County Executive for Travis County Health and Human Services and Veterans Service

SUBJECT: Contract renewals and modifications

Proposed Motions:

1) Consider and take appropriate action to approve certain TCHHSVS contract renewals whose drafting will not be completed prior to the start date of the renewal; and
2) Consider and take appropriate action to approve certain TCHHSVS contract modifications whose drafting will not be completed prior to the start date of the modification.

Summary and Staff Recommendations:
Drafting of the following TCHHSVS contract renewals and modifications will not be completed prior to their start dates due to a work backlog:

1) Encompass Medical Management, Inc. (Renewal)
Contract Number: 4400000683
Contract Period: 9/30/12 – 9/29/13
Contract Amount: Read paragraph below.
Grant Number: 800079
I/O Number: 100148

Account Number: 511890

Funded through the Parenting in Recovery (PIR) grant, this contract provides data management, monitoring and processing services as well as training for the PIR project. FY'12 is the fifth and final year of the initial PIR grant. TCHHSVS has applied for a one-year no-cost extension to use an estimated $120,483 in unspent grant funds from FY'12 in FY'13 as well as a two-year extension providing an additional $500,000 each year in FY'13 and FY'14. The grantor should respond by 9/28/12. The budget for the new Encompass contract will be either $10,000 or $85,000 depending on whether TCHHSVS receives the one-year no-cost extension or the two-year extension. If neither request is approved then TCHHSVS will not execute this contract.

2) Foundation Communities (Renewal)
Contract Number: 4400000694
Contract Period: 9/30/12 – 9/29/13
Contract Amount: $15,144
Grant Number: 800079
I/O Number: 100148
Account Number: 511441

Also funded through the Parenting in Recovery (PIR) grant, this contract provides case management for PIR clients. This contract is in a similar situation to the one for Encompass. However, it will only be funded if the two-year extension is approved by the grantor. If the two-year grant extension is not approved then TCHHSVS will not execute this contract.

3) ATCIC SAMSO (Renewal)
Contract Number: 4400000372
Contract Period: 10/1/12 – 9/30/13
Contract Amount: Read paragraphs below.
Grant Number: 800079
I/O Number: 100148
Cost Center: 1580540001
Account Number: 511124

Travis County, the City of Austin and Austin Travis County Integral Care (ATCIC) have a three-way interlocal agreement for the provision of substance abuse treatment services. Under the agreement, ATCIC manages a network which provides comprehensive clinical assessment, intervention services, residential treatment, day treatment, detoxification, and outpatient and continuing care services. Clients are linked or referred to case management and other support services as part of the treatment process.

Travis County is providing $611,799 from the General Fund for the new contract. The City of Austin is in the process of determining its funding level. The Parenting in Recovery (PIR) grant could also provide funding depending on whether or not

TCHHSVS receives the one-year no-cost extension or the two-year extension it has applied for from the grantor. The grantor should respond by 9/28/12. The one-year no-cost extension will provide $8,224 in PIR funds and the two-year extension will provide $106,100. If neither request is approved then the contract will not include any PIR funds.

4) ATCIC System of Care (Renewal)
Contract Number: 4400000374
Contract Period: 10/1/12 – 9/30/13
Contract Amount: Read paragraphs below.
Grant Number (Milburn Trust): 800080
I/O Number: 100147
Grant Number (The Children's Continuum): 800190
I/O Number: 100081
Grant Number (Parenting in Recovery): 800079
I/O Number: 100148
Cost Center: 1580190001
Account Number: 511300

Travis County Health and Human Services and Veterans Service (TCHHSVS) uses a contract with Austin Travis County Integral Care (ATCIC) to fund a variety of programs, known as the System of Care, for children and their families experiencing mental and behavioral challenges. ATCIC acts as the managed services organization, overseeing the services provided by a network of vendors. The contract also serves clients enrolled in the grant funded Parenting in Recovery (PIR) project and The Children's Continuum (TCC).

The FY'13 contract has money from three confirmed sources:
$515,000 in General Fund money;
$36,523 from the Milburn Trust; and
$49,863 from The Children's Continuum grant.

The contract could also have PIR grant money depending on whether or not TCHHSVS receives the one-year no-cost extension or the two-year extension it has applied for from the grantor. The grantor should respond by 9/28/12. The no-cost extension will provide $102,259 in PIR funds and the two-year extension will provide $126,000. If neither request is approved then the contract will not include any PIR funds.

5) Court Appointed Special Advocates (CASA) (Renewal)
Contract Number: 4400000996
Contract Period: 10/1/12 – 9/30/13
Contract Amount: $11,930
Grant Number: 800190
I/O Number: 100081
Account Number: 518120

Funded through The Children's Continuum (TCC) grant, this contract provides 25% of the funding for a Child Advocate position to work as court-appointed guardian ad litem for children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

6) ATCIC Child Therapist and Supervisor (Renewal)
Contract Number: 4400001018
Contract Period: 10/1/12 – 9/30/13
Contract Amount: $65,845
Grant Number: 800190
I/O Number: 100081
Account Number: 518120

Funded through The Children's Continuum grant, this contract funds 100% of a Child Therapist position and 5% of a supervisor's position at ATCIC. The therapist works with children whose parents are involved with the Travis County Family Drug Treatment Court. The grant funds for this contract are in place.

7) Austin Community College Teacher TRAC (Renewal)
Contract Number: 4400000367
Contract Period: 10/1/12 – 9/30/13
Contract Amount: $56,758
Cost Center: 1580540001
Account Number: 511440

Provides funds for tuition and books for childcare teachers and childcare center directors to take college level child development courses at ACC in pursuit of a Child Development Associate credential or an Associate Degree in Child Development. The contract also provides for small cash bonuses for those teachers and directors who complete their coursework with a grade of C or better. ACC staff provides life coaching and support to teachers and directors who enroll to increase the odds of success. Qualifications needed to enroll in the program are as follows: teachers and directors must live in Travis County, must be working a minimum of 30 hours per week in a state licensed or regulated childcare facility, must complete their coursework with a grade of C or better, and commit to remain at their current childcare center for at least one year after completing their coursework.

8) Travis County ESD #4 – Firefighter Academy (Renewal)
Contract Number: 4400000349
Contract Period: 10/1/12 – 9/30/13
Contract Amount: $96,000
Cost Center: 1580540001
Account Number: 511440

This contract addresses both public safety and workforce development needs in Travis County. Cadets receive training that prepares them to take the state firefighter

certification test. They also receive training that allows them to become a certified Emergency Medical Technician (EMT). The program is designed to put young minority adults on a career path and increase the supply of qualified firefighters and EMT personnel in rural parts of Travis County.

9) Workforce Solutions Childcare Local Match Contribution
Contract Number: 4400000819
Contract Period: 10/1/12 – 9/30/13
Contract Amount: $223,741
Cost Center: 1580540001
Account Number: 511441

As the local agent for the Texas Workforce Commission, Workforce Solutions distributes state and federal child care funding for low-income working families in Travis County. Workforce Solutions utilizes local contributions to draw down additional federal funds for child care. Under the proposed contribution agreement, Travis County will transfer $223,741 of General Fund money earmarked for child care to Workforce Solutions so the organization can leverage an additional $1,105,978 in federal child care funds to produce a total of $1,329,719 to provide child care for low-income families in Travis County.

10)ATCIC CAN Coordinator (Policy Forum Modification)
Contract Number: 4400000347
Modification Period: 9/1/12 - 10/31/12
Modification Amount: $2,900
Cost Center: 1580540001
Account Number: 511440
Shopping Cart Number: 1000009842

With the goal of addressing growing inequities in the Austin/Travis County community, CAN will be convening a full-day forum to educate over 200 participants on current and future economic, political, community engagement, and demographic trends that will impact our community in future years, and learn about and identify cross-cutting, collaborative strategies and associated barriers that need to be overcome to move the community in the right trajectory and towards greater equity and opportunity for all people.

11) Austin ISD After Collaborative After School Program (Modification)
Contract Number: 4400000354
Contract Period: 10/1/11 - 12/31/12
Contract Amount: $706,000
Cost Center: 1580270001
Account Number: 511441

Administrative correction to the amendment approved by the court on 4/17/12.

12) Planned Parenthood of Austin Family Planning, Inc. (Modification)
Contract Number: 4400000747
Contract Period: 1/1/12 – 12/31/12
Contract Amount: $29,601
Cost Center: 1580540001
Account Number: 511441

Organization changed its name to Planned Parenthood of Greater Texas Family Planning and Preventive Health Services.

13) Public Health Interlocal

Contract Number: 4400000389
Contract Period: 10/1/12 – 09/30/2013
Contract Amount: $ 2,825,297

City and County have historically operated to collaboratively provide public health and human services throughout Travis County and the City of Austin. Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The Interlocal Agreement was reviewed by City and County staff to improve the efficiency and benefits for both parties. The portion to fund the animal services was removed from the Public Health Interlocal and is now presented as a separate interlocal agreement between the city and county.

14) Animal Services Public Health Interlocal Agreement

Contract Number: New Contract
Contract Period: 10/1/12 – 09/30/2013
Contract Amount: $ 888,883

Travis County has contracted with the City of Austin for the provision of Public Health Services for many years. The current Interlocal agreement was reviewed by City and County staff to improve the efficiency and benefits for both parties. The portion to fund the animal services was removed from the Public Health Interlocal and is now presented as a separate interlocal agreement between the city and county.

TCHHSVS staff recommends approving these renewals and modifications.

Budgetary and Fiscal Impact:
This information is included with each contract listed above. Some of these contracts have Shopping Cart numbers at this point and some do not.

Issues and Opportunities:

All of the services provided by these contracts need to be continued while the renewals or modifications are drafted. Those contracts funded solely by grant money will not be executed if the grants are not renewed.

Background:
TCHHSVS is working with the Travis County Attorney's Office to get these renewals and modifications drafted as soon as possible.

Cc: Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

Updated 9/20/12, 4:00 p.m.

Health and Human Services and Veterans Services Social Service Contracts
Attachment A

CONTRACT NO.	DESCRPITION	PERIOD	FUNDING ACCOUNT NO.
4400000683	Encompass Medical Management, Inc. (Renewal)	9/30/12 – 9/29/13	Grant Number: 800079 I/O Number: 100148 Account Number: 511890
4400000694	Foundation Communities (Renewal)	9/30/12 – 9/29/13	Grant Number: 800079 I/O Number: 100148 Account Number: 51141
4400000372	Austin Travis County Integral Care - SAMSO (Renewal)	10/1/12 – 9/30/13	Grant Number: 800079 I/O Number: 100148 Cost Center: 1580540001 Account Number: 511124
4400000374	Austin Travis County Integral Care - System of Care (Renewal)	10/1/12 – 9/30/13	Grant Number (Milburn Trust): 800080 I/O Number: 100147 Grant Number (The Children's Continuum): 800190 I/O Number: 100081 Grant Number (Parenting in Recovery): 800079 I/O Number: 100148 Cost Center: 1580190001 Account Number: 511300
4400000996	Court Appointed Special Advocates (CASA) (Renewal)	10/1/12 – 9/30/13	Grant Number: 800190 I/O Number: 100081 Account Number: 518120
4400001018	ATCIC Child Therapist and Supervisor (Renewal)	10/1/12 – 9/30/13	Grant Number: 800190 I/O Number: 100081 Account Number: 518120
4400000367	Austin Community College Teacher TRAC (Renewal)	10/1/12 – 9/30/13	Cost Center: 1580540001 Account Number: 511440
4400000349	Travis County ESD #4 – Firefighter Academy (Renewal)	10/1/12 – 9/30/13	Cost Center: 1580540001 Account Number: 511440
4400000819	Workforce Solutions Childcare Local Match Contribution	10/1/12 – 9/30/13	Cost Center: 1580540001 Account Number: 511441
4400000347	ATCIC CAN Coordinator (Policy Forum Modification)	9/1/12 - 10/31/12	Cost Center: 1580540001 Account Number: 511440 Shopping Cart Number: 1000009842
4400000354	Austin ISD After Collaborative After School Program (Modification)	10/1/11 - 12/31/12	Cost Center: 1580270001 Account Number: 511441
4400000747	Planned Parenthood of Austin Family Planning, Inc. (Modification)	1/1/12 – 12/31/12	Cost Center: 1580540001 Account Number: 511441
4400000389	City of Austin Public Health Interlocal	10/1/12 - 9/30/13	To be determined later by HHS & VS
New Contract to be determined	City of Austin Animal Services Public Health Interlocal Agreement	10/1/12 - 9/30/13	To be determined later by HHS & VS

Item 36

Travis County Commissioners Court Agenda Request

Meeting Date: 09/25/2012
Prepared By/Phone Number: Jesse Herrera 512.854.1184
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

A. Approve contract awards for Telecom Equipment, IFB #B120198-JH, to the following lowest bidders:

1. TigerDirect Corporation: Lot 2 – Plantronics and Lot 4 Miscellaneous

2. Call One Inc,: Lot 3 - Northern Telecom / Meridian Equipment

B. Reject All Bids for Lot 1 – Cisco

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

  IFB #B120198-JH was issued on April 25, 2012 to 44 vendors. Six bids were received on May 14, 2012. This bid is to provide various telecommunications equipment and accessories, including Cisco, Plantronics, and Northern Telecom / Meridian products.

  1) TigerDirect Corporation. This contract provides the necessary Plantronics equipment and miscellaneous accessories needed to replace defective and/or malfunctioning equipment.
  2) Call One, Inc. This portion of the contract provides for the procurement of telephones for the legacy Northern Telecom / Meridan systems.
  B) Cisco will not be awarded because it was not in the best interest of the County. Cisco products will be procured through DIR.

- **Contract Expenditures:** Within the last 12 months an estimated $18,000.00 has been spent against this requirement.

- **Contract-Related Information:**
  Award Amount: Estimated Quantity
  Contract Type: Annual Contract
  Contract Period: September 25, 2012 through September 24, 2013

- **Solicitation-Related Information:**

Solicitations Sent: 44	Responses Received: 6
HUB Information: N/A	% HUB Subcontractor: N/A

- **Special Contract Considerations:**

☐ Award has been protested; interested parties have been notified.
☐ Award is not to the lowest bidder; interested parties have been notified.
☐ Comments:

- **Funding Information:**
☐ Purchase Requisition in SAP: N/A
☐ Funding Account(s): 112-004-00001-510060
☒ Comments: Department enters requisitions on an as needed basis.

Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

700 Lavaca, Suite 501, Austin, Tx 78767 (512) 854-9372 Fax (512) 854-4401

DATE: **August 3, 2012**

MEMORANDUM

TO: **Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent**

FROM: **Walter LaGrone, Interim Chief Information Officer**
Leslie Browder, County Executive for Planning and Budget

SUBJ: **Recommendation to Award IFB B120198-JH to the following vendors Call One, Inc., and TigerDirect Corporation.**

Proposed Motion:
To approve IFB B120198-JH for Telephone Equipment for one-year with a two-year option for renewal to Call One Inc. and TigerDirect Corporation.

Summary and Staff Recommendation:
ITS recommends selecting Call One and TigerDirect for items within our three different telephone equipment inventory lots. Those three lots are as follows: Plantronics Equipment (TigerDirect, $6,946.98), Northern Telecom / Meridian Parts (Call One, $3,899.89) and Miscellaneous (TigerDirect, $3,958.75). Through the selection of the lowest bidders, Travis County is receiving new and quality parts at an excellent price for our departments.

Budgetary and Fiscal Impact:
The funds for these purchases for the next fiscal year are budgeted in the following accounts:

112-004-00001-510060 ($14,805.62)

Issues and Opportunities:
Telecommunications equipment is critical to the operation of Travis County offices. Should components fail, they must be replaced to ensure that County operations are not adversely impacted. Scheduling and completing departments' requests for new installations are dependent upon the parts and equipment availability.

Required Authorizations:

LEGAL:	**John Hille - County Attorney's Office**
PURCHASING:	**Bonnie Floyd, Jesse Herrera - Purchasing**
BUDGET:	**Katie Petersen - PBO**

CC: Tanya Acevedo, Rod Brown, Sally Green, ITS

Updated 9/20/12, 4:00 p.m.

Bid #B120 Telecom Equipment Inventory

LOT: PLANTRONICS

Item #	Item	Product Code	Qty	Unit	TigerDirec Price
B120198-J	HEADSET B230/WG200B VOYAGEF	UC P1 WG200/B	4	each	115.27
B120198-J	HEADSET BW C610 USB SNGLE E	BWC610	10	each	59.58
B120198-J	HEADSET C210 USB SNGL EAR OV	C210-P1-BW C210	2	each	30.51
B120198-J	HEADSET HW251N SINGLE EAR O\	HW251N/DA-M	46	each	56.82
B120198-J	HEADSET NOISE CANCEL PLANTF	H41N	3	each	63.36
B120198-J	HEADSET NOISE CANCEL PLANTF	H61N	10	each	67.75
B120198-J	FIT KIT EARLOOPS/EARBUDS - P3	P3-84604-01	1	each	10.53
B120198-J	W740 SAVI 3IN1 CONVERTIBLE UC	P1-W740	1	each	218.78
B120198-J	SPARE HEADBAND OVER-THE-HE/	P3-84605-01	1	each	11.97
B120198-J	SPARE HEADBAND BTH - P3-846(	P3-84606-01	1	each	10.53
B120198-J	BASE DELUXE CHARGING KIT - P3	P3-84601-01	1	each	26.32
B120198-J	BLACKWIRE C610 PLANTRONICS H		10	each	59.58
B120198-J	APC 4 HEADSET CABLES PLANTR(		15	each	42.11
B120198-J	APC 4 HOOK SWITCH CABLE PLAN		20	each	42.11

LOT: NORTHERN TELECOM SL-1 / MERIDIAN EQUIPMENT

Item #	Item	Product Code	Qty	Unit	TigerDirec Price
B120198-J	PHONE MERIDAN DIGITAL M3904	M3904	5	each	163.16
B120198-J	PHONE MERIDIAN DIGITAL M3902	NTZK1CA35	14	each	110.53
B120198-J	PHONE MERIDIAN DIGITAL M3904	M3904	10	each	78.95
B120198-J	PHONE MERIDIAN DIGITAL M3902	M3902	3	each	52.63
B120198-J	DIGITAL TELEPHONE WITH DISPL	M2008	2	each	47.37
B120198-J	PHONE HAND FREE DISPLAY HFI	M2008	8	each	52.63
B120198-J	NORSTAR DIGITAL SET P/N 7310 (	7310	14	each	52.63
B120198-J	NORSTAR DIGITAL SET NEW N.T.	M7100	5	each	47.37
B120198-J	NORTHERN TELECOM W/DISPLAY	M2616	1	each	52.63

Updated 9/20/12, 4:00 p.m.

LOT: MISCELLANEOUS

Item #	Item	Product Code	Qty	Unit	TigerDirec Price
B120198-J	MISC - PANASONIC SPEAKERPHOI	985	10	each	25.12
B120198-J	MISC - STANDARD 2500 DESK SET	SCITEC 2510	96	each	20.75
B120198-J	MISC - EP31cHC 425 MC HANDSET	EP31cHC 425	200	each	2.63
B120198-J	MISC - EP31 HC 412 MG HANDSET	EP31 HC 412	200	each	1.58
B120198-J	MISC - 4 CONDUCTOR SILVER SAT		2	each	41.54
B120198-J	MISC - 4 CONDUCTOR LINE CORD		2	each	42.1
B120198-J	MISC - T-TYPE SPLITTER 2677 - B(		1	each	9.75
B120198-J	MISC - MODULAR ADAPTER SUTTL	SE-267B	1	each	238
B120198-J	MISC - CROSS CONNECT WIRE BL		4	each	32.63
B120198-J	MISC - HANDSET CORD ASH COLC	AWC920012	100	each	1.26
B120198-J	MISC - HANDSET CORD ASH COLC	AWC920025	100	each	2.02

TOTAL COST:

TOTAL COST:
TIGER DIRECT; $15,758.42
ATS; $24,641.65
Synergy Telcom; $16,101.27
FlexSolv Networks; $28,882.65
Call One Inc; $14,639.29
Mutual Telecom Services; $18,268.92

Updated 9/20/12, 4:00 p.m.

t	ATS - Austin Tele-Services			Synergy Telcom Inc.		
Total	Prod Code	Price	Total	Prod Code	Price	Total
461.08	38885-01	175	700		132.28	529.12
595.8	81964-41	89	890		68.1	681
61.02	80298-03	65	130		34.81	69.62
2613.72	64338-31	95	4370		64.88	2984.48
190.08	H41N	95	285		72.37	217.11
677.5	64339-31	95	950		77.36	773.6
10.53	84604-01	25	25		14.42	14.42
218.78	83542-01	275	275		249.55	249.55
11.97	84605-01	250	250		19.48	19.48
10.53	84606-01	30	30		14.42	14.42
26.32	84601-01	48	48		36.07	36.07
595.8	81964-41	89	890		68.15	681.5
631.65	37978-01	59.95	899.25		32.47	487.05
842.2	37978-01	65	1300		57.72	1154.4
6946.98			11042.25			7911.82

t	ATS - Austin Tele-Services			Synergy Telcom Inc.		
Total	Prod Code	Price	Total	Prod Code	Price	Total
815.8	M3904	95	475		159.76	798.8
1547.42	M3902	115	1610		108.1	1513.4
789.5	M3904-RF	75	750		65.71	657.1
157.89	M3902-RF	65	195		31.75	95.25
94.74	M2008	55	110		24.98	49.96
421.04	M2008 HFD	79.95	639.6		31.62	252.96
736.82	M7310	65	910		32.15	450.1
236.85	M7100	55	275		31.95	159.75
52.63	M2616	55	55		35	35
4852.69			$5,019.60			4012.32

Updated 9/20/12, 4:00 p.m.

:t	ATS - Austin Tele-Services			Synergy Telcom Inc.		
Total	Prod Code	Price	Total	Prod Code	Price	Total
251.2	KX-T7030	155	1550		39.96	399.6
1992	2510	35	3360		24.3	2332.8
526	15-700-025 FMC	5.5	1100		1.4	280
316	15-700-012 FMC	4.5	900		1	200
83.08	CAPC00	59.95	119.9		117.72	235.44
84.2	ICC-ICMP4P4CI	29.95	59.9		13.34	26.68
9.75		25	25		294	294
238		45	45		37.25	37.25
130.52		55	220		36.59	146.36
126		5	500		1	100
202	AWC920025	7	700		1.25	125
3958.75			$8,579.80			4177.13

$15,758.42	$24,641.65	16,101.27

Updated 9/20/12, 4:00 p.m.

FlexSolv Networks			Call One Inc.		
Prod Code	Price	Total	Prod Code	Price	Total
	146.72	586.88	B230	111.83	447.32
	77.07	770.7	BW C610	57.5	575
	39.88	79.76	BW C210	29.43	58.86
	146.85	6755.1	HW251N/	110.78	5095.88
	81.61	244.83	H14N	61.19	183.57
	72.96	729.6	HW261N	65.4	654
	14.94	14.94	84604-01	10.55	10.55
	277.72	277.72	W740	211	211
	20.11	20.11	84605-01	26.38	26.38
	15.32	15.32	84606-01	10.55	10.55
	36.25	36.25	84601-01	26.38	26.38
	77.07	770.7	BW C610	57.5	575
	59.22	888.3	37978-01	45.37	680.55
	14.81	296.2	37978-01	45.37	907.4
		11486.41			8555.04

FlexSolv Networks			Call One Inc.		
Prod Code	Price	Total	Prod Code	Price	Total
	208.71	1043.55	M3904	128.62	643.1
	112.14	1569.96	M3902	88.22	1235.08
	77.73	777.3	RM3904	65.1	651
	52.2	156.6	RM3902	48.22	144.66
	39.99	79.98	RM2008D	37.1	74.2
	35.55	284.4	RM2008HF	41.25	330
	65.52	917.28	RM7310	41.25	577.5
	77.73	388.65	RM7100	41.25	206.25
	72.18	72.18	RM2616D	38.1	38.1
		$5,289.90			3899.89

Updated 9/20/12, 4:00 p.m.

FlexSolv Networks			Call One Inc.		
Prod Code	Price	Total	Prod Code	Price	Total
	34.44	344.4	KXTS105	26.82	268.2
	55.53	5330.88	2510DE	19.96	1916.16
	7.8	1560			
	17.79	3558			
	82.71	165.42			
	1.25	2.5			
	16.68	16.68			
	67.74	67.74			
	52.68	210.72			
	3.43	343			
	5.07	507			
		12106.34			2184.36
		$28,882.65			$14,639.29

Updated 9/20/12, 4:00 p.m.

Mutual Telecom Services

Prod Code	Price	Total
	141.92	567.68
	72.97	729.7
	37.35	74.7
	70.32	3234.72
	78.44	235.32
	83.85	838.5
	13.39	13.39
	267.78	267.78
	18.08	18.08
	13.39	13.39
	33.48	33.48
	72.97	729.7
	53.56	803.4
	53.56	1071.2
		8631.04

Mutual Telecom Services

Prod Code	Price	Total
	176.74	883.7
	123.72	1732.08
	94.26	942.6
	47.13	141.39
	47.13	94.26
	53.03	424.24
	58.92	824.88
	53.03	265.15
	53.03	53.03
		5361.33

Updated 9/20/12, 4:00 p.m.

Mutual Telecom Services

Prod Code	Price	Total
	42.49	424.9
	21.84	2096.64
	2.66	532
	1.48	296
	83.05	166.1
	9.14	18.28
	2.63	2.63
	35.25	141
	2.23	223
	3.76	376
		4276.55
		$18,268.92

Item 37

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By: Carol B. Joseph **Phone #:** 854-9383
Division Director/Manager:

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Eckhardt, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action to approve the acceptance of the following substandard roads in Precinct Two: Rick Whinery Drive, Emmett Parkway, and Quiet Pond Court in the Wells Branch Phase 2-A Subdivision.

STAFF RECOMMENDATIONS:
Staff has completed the requirements of the Transportation Code Title 6, Subtitle C, Chapter 253: County Improvement of Subdivision Roads to collect their contribution to the project. The final step before the work can begin is the acceptance of the roads, therefore TNR recommends acceptance of the roads.

BACKGROUND/SUMMARY OF REQUEST:
The Wells Branch Phase W-2A is located in Travis County Precinct 2, north of Wells Branch Parkway, west of IH 35 and east of Loop 1 in northern Travis County. The roads in the Wells Branch Phase W-2A subdivision do not meet Travis County standards and cannot be accepted onto the Travis County maintained roadway system. On August 10, 2010 residence of the subdivision submitted a petition and an application to be included on the Travis County Substandard Road Program. Many of the sidewalks in the subdivision do not meet minimum ADA standards and have cracked and deflected enough to make walking and other uses of the sidewalk hazardous. Lack of an organized and routine roadway maintenance program will cause further deterioration of roadway conditions which will decrease the safety of the roads.

Since the substandard road program requires some participation by the affected homeowners, the residences of the subdivision have asked Travis County to hold an assessment election in accordance with the Transportation Code Title 6, Subtitle C, Chapter 253: County Improvement of Subdivision Roads to collect their contribution to the project. This allows the County to issue ballots to the homeowners and if it passes by a simple majority the homeowners will be assessed annually. Ballots were issued and the majority of the ballots received voted "FOR" the assessment. The final step is to accept the roads in order for work to begin.

The construction work will be completed by the TNR's Road and Bridge Division over a five year period, and the property owners will be assessed during the same period. This project will supply the improvements necessary to bring the specified roadways up to minimum County standards so that they can be accepted for maintenance by the County.

FISCAL IMPACT AND SOURCE OF FUNDING:

TNR will use the substandard road funds as well as the assessed funds from the homeowners in the Wells Branch Phase 2-A.

ATTACHMENTS/EXHIBITS:

N/A

REQUIRED AUTHORIZATIONS:

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

CC:

Nicki Riley		County Auditor	854-9125
David Jungerman		County Auditor's Office	854-9125
Dana Debeauvoir		County Clerk	
Michael Winn		County Clerk's Office	
Loretta Farb		Precinct Two Office	854-9222
Tom Nuckols		County Attorney's	854-9415
Julie Joe		County Attorney's	854-9415
Lee Turner		TNR	854-9383
Donna Williams Jones		TNR	854-9383
Don Ward		TNR	854-9383

: :

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Updated 9/20/12, 4:00 p.m.

Item 38

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By: Kurt Nielsen **Phone #:** 854-7218
Division Director/Manager: Charles Bergh, Division Director of Parks

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Tracy Limon for purposes of having exclusive use of Webberville Park to host the annual Limon family reunion October 12th - 14th, 2012, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
For the past 26 years the Limon family has celebrated their annual reunion at Travis County's Webberville Park. The reunion has always been held in mid October, a time when normal park usage has declined.

In October of 2006 the Commissioners' Court approved a rule prohibiting the display of the consumption of alcoholic beverages. Ms. Limon has requested entering into a License Agreement with Travis County to allow them exception to the rule. The Limon family has traditionally enjoyed the responsible consumption of alcoholic beverages during their annual reunion festivities. Considering the size of the Limon family reunion and its 26-year history at Webberville Park for this annual event, park staff recommends a licensing agreement be approved to allow the Limon family to have exclusive use of the park for the weekend of October 12th - 14th 2012.

STAFF RECOMMENDATIONS:
Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:
This is an opportunity to continue with this traditional use of Webberville Park for this family event. This licensing agreement will continue to allow the Limon family to host their annual reunion at Webberville Park and to responsibly consume alcoholic beverages without violating park rules.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. The Limon Family would pay the normal fees for shelter rental and would pay to have an off duty Ranger for security purposes during the Rangers normally unscheduled hours.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	854-9415
Charles Bergh	Director	Parks	854-9408
Tracy Limon	Event Organizer		627-3411

CC:

Daniel Chapman	Chief Ranger	Parks	263-9114
Robert Armistead	Division Manager	Parks	854-9831
Kurt Nielsen	District Manager	Parks	854-7218
Jorge Contreras	Supervisor	Parks	276-9770

: :
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August 31, 2012

Re: Limon Family Reunion

Dear Mr. Kurt Nielsen:

My name is Tracy Limon, and I am the Coordinator of the Limon Family Reunion. For the past twenty six years, the Limon Family has celebrated their Annual Reunion at Webberville Park in Precinct 1, Travis County. As individuals, we've been patronizing this park since it first opened. The natural beauty of this park, and the location, kept us coming back. Now, with all the improvements, we want this park to be the home of our future reunions, for many years.

During the weekend of the reunion, our family is usually the only ones out there. Due to the size of our family, we reserve all the Pavilions. As for the last couple of years we are familiar with the ordinance pertaining to alcoholic beverages in the park. We are requesting to be allowed to comply with the same contract we signed the last two years. We will be at the park Friday afternoon, October 12th, to set up. The Reunion is Saturday October 13th, through Sunday October 14th, 5pm.

I can meet with you, or any Park Employee you desire, to go over any information needed. I can be reached at 512-627-3411. Please email me the contract and I will get it signed and returned to you. My email is tracy_l@yahoo.com.

Thank you,

Tracy Limon

LICENSE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Tracy Limon ("Licensee"), an individual residing in Travis County, Texas.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Webberville Park (the "County Park") for the purpose of holding the "Annual Limon Family Reunion" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its family members and friends, invitees, independent contractors and agents to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, restroom and shelter facilities, and other park amenities in the licensed area, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. Closure to the general public during the Event will include all of Webberville County Park.

1.2 The License includes the right to bring onto the County Park and to utilize thereon independent contractors and suppliers, personal property,

materials and equipment during the term of the License. Solely for the duration of the License Term, as defined below, the License also includes the right to bring alcoholic beverages into the County Park and to consume such beverages during the Event, an exception to the Travis County Park Rules currently in effect. Such permission shall terminate automatically upon conclusion of the License Term. **The Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of park neighbors.

II. TERM OF LICENSE

2.1 The License is granted from 7:30 p.m. Friday, October 12, 2012 until 7:30 p.m. Sunday, October 14, 2012 (the "License Term"). The License Term expressly includes the right to camp overnight in the County Park, an exception to current Travis County Park Rules. Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall be required to pay all County Park entry fees (if any), and all normal and customary fees charged to the public for shelter rental.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. At a minimum, Licensee shall provide: (a) one Park Ranger (with vehicle) on-site beginning at midnight on Friday, October 12, 2012 until 8:00 a.m. on Saturday, October 13, 2012; and (b) one Park Ranger (with vehicle) on-site beginning at midnight on Saturday, October 13, 2012 until 8:00 a.m. on Sunday, October 14, 2012.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin, TABC, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives, if TNR representatives, in their sole discretion, determine that such a meeting is necessary prior to commencement of the Event. Licensee shall be responsible for contacting Kurt Nielsen, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Except as provided herein, Licensee and its agents shall at all times follow the Travis County Parks Rules, including the prohibition against glass containers and fireworks. TNR staff shall provide a copy of all Travis County Park Rules to Licensee prior to commencement of the activities licensed hereunder. **Also the Licensee agrees to the temporary park rule in place "Prohibiting Wood Fires" due to the extreme fire danger.**

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee, at its sole cost and expense, shall repair or replace any damage to the County Park caused by Licensee or any person entering the County Park in connection with the Event.

VII. INDEMNIFICATION

7.1 **LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.**

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee:
Tracy Limon
1900 Wheless Ln
Austin, Texas 78723
512-627-3411

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

And:
Steven Manilla
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

By: Tracy Limon
Tracy Limon

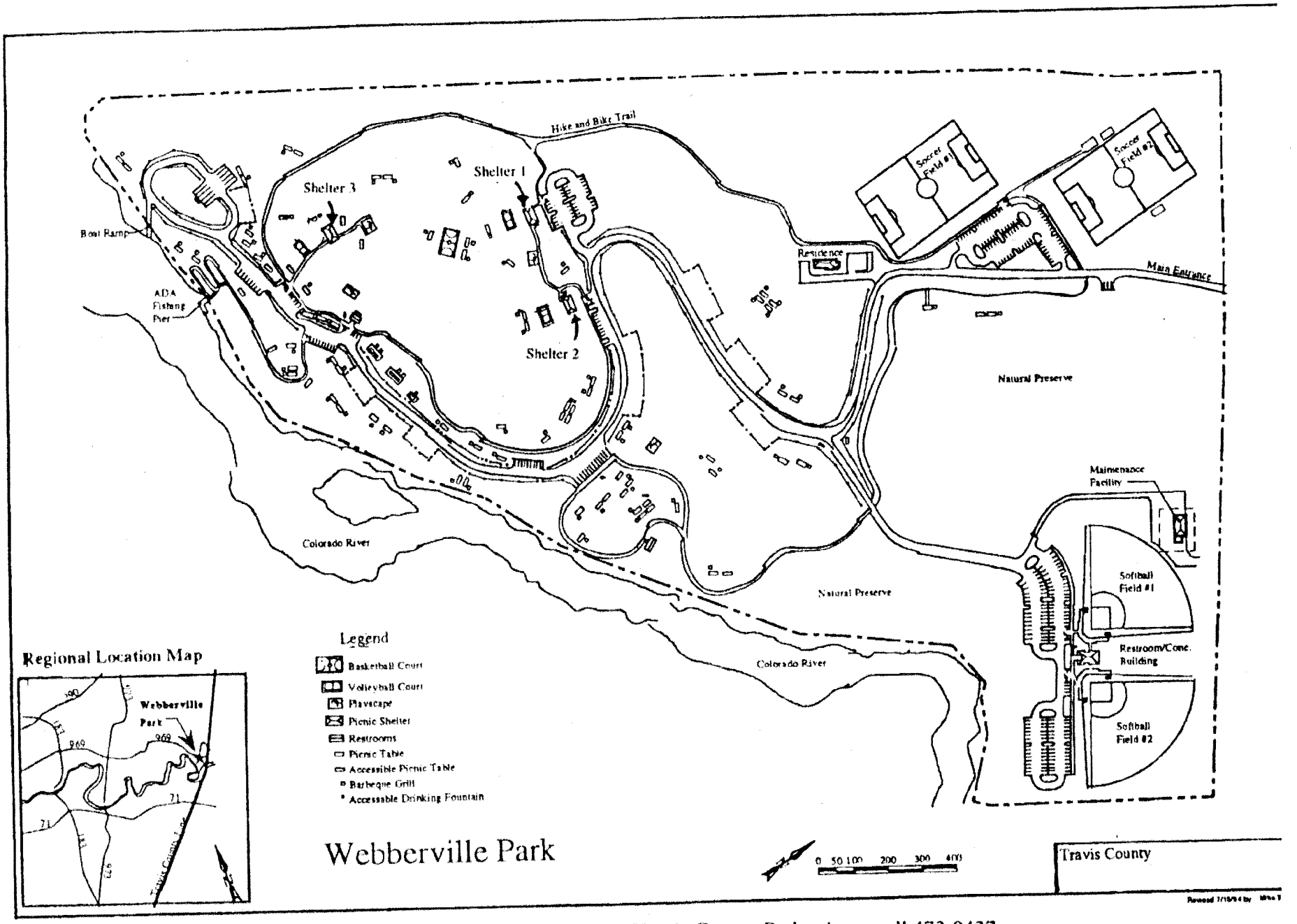
Date: 9/11/12

EXHIBIT A

Licensed Areas in Webberville Park

(attached map)

Updated 9/20/12, 4:00 p.m.



Webberville Park

Travis County

For more information about this or any other Travis County Park, please call 473-9437

Item 39

Travis County Commissioners Court Agenda Request

Meeting Date: 9/25/12
Prepared By/Phone Number: Randy Nicholson #854-4603
Division Director/Manager: Anna Bowlin, Division Director, Development Services.

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to hold a Water Supply Forum.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

TNR is preparing a Land, Water, and Transportation Plan (LWTP) that will become a framework for comprehensively planning, managing, and regulating the land, water, and transportation systems that TNR provides to county residents. The plan will include long term goals, programs, and strategies the court will use to guide the unincorporated areas orderly development and preservation of land and water resources. The plan is comprised of three key components: the Background Report, the Growth Guidance Policy Plan, and Public Engagement.

As part of the Background Report, TNR will convene a Water Supply Forum to elicit advice from a panel knowledgeable in this field. The charge of the panel is to identify specifically what the county can do to encourage and facilitate stewardship and the wise use of our water resources in new and existing private developments, some of which are currently faced with uncertain future water supplies, as well as our public parks, preserves, and green spaces. Guidance from the panel will be sought on how best to achieve any desired goals and objectives recommended.

Areas of interest could include but are not limited to:

- Subdivision development standards
- Sustainable site design, construction, operation, and maintenance
- Property protection from fires including wildfires
- Conservation Development Subdivision Rules
- Water conservation and reuse
- Surface water protection through development rules
- Adequate groundwater availability rules
- Surface water capture and storage
- Roles of Travis County in water supply and distribution

- Water availability for economically distressed areas
- The proliferation and reliability of water wells
- Travis County funding or providing financial support for water supply
- Water supply plans-do they assurance water service in the future?

Note that the county's authority to implement some recommendations may be limited by state law in some ways but a recommendation to pursue legislative change may be considered.

STAFF RECOMMENDATIONS:

TNR recommends holding a forum on Water Supply planning and that each court member appoint up to three members of the panel. The forum proceedings will become part of the LWTP Plan Background report. Suggested stakeholder categories for the panel include but are not limited to the following:

1. Private Sector Land Developer
2. Private Sector Utility Provider
3. Home Builders Association
4. Water Issues Attorney
5. Texas Water Development Board –Region K Staff
6. Lower Colorado River Water Planning Group Region K
7. LCRA
8. Travis County Groundwater Management Area 10
9. Travis County Public Interest (HOA or POA)
10. Municipal Utility
11. Travis County Small Business
12. Travis County Agriculture
13. Environmental

The forum is anticipated to require four hours and should be held this fall depending upon panel availability.

TNR staff members Jon White, Anna Bowlin, and Tom Weber will facilitate the panel of the experts with legal assistance to be provided by Tom Nuckols. Randy Nicholson will coordinate and administer logistics for the forum.

ISSUES AND OPPORTUNITIES:

The LWTP Background Report is a tool to educate and inform about factors that are utilized to establish county policy. There are several issues related to comprehensive planning where water supply is important to gain a better understanding as to

potential County roles. This discussion will become part of the Background Report. In addition to including an overview of the current state of our water supply, it is appropriate to include a section of the plan on initiatives Travis County could undertake if it desires to take a leadership role in managing water supply resources.

FISCAL IMPACT AND SOURCE OF FUNDING:

None. Forum administration, logistics, and facilitation will utilize the resources of TNR staff and the panel will be asked to serve at no cost to the County.

REQUIRED AUTHORIZATIONS:

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

CC:

Jon White			

: :

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Item 40

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action to Approve the FY2013 Customer Assistance Program Plus 1 Funding (CAPS) Application.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
City of Austin – Austin Energy allocates funding to provide emergency utility assistance to low income individuals and families at or below 200% of the current Federal Poverty Income Guidelines on a quarterly basis to recipient agencies within the City of Austin. Those agencies submit the granted client assistance amount to Austin Energy for customer billing credits. The amount of the allocation from the City of Austin – Austin Energy last year was $90,000.

Staff requests the acceptance and authorization to apply for funding during the FY2013 period.

STAFF RECOMMENDATIONS:
Staff recommends that the Court accept and authorize the application for funding to the City of Austin's Customer Assistance Program Plus 1 (CAPS).

ISSUES AND OPPORTUNITIES:
The department has participated in this program for a number of years. Within the current program period, the department has assisted over 377 households with their Austin Energy utility bills.

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 Customer Assistance Program Plus 1 funds direct assistance to clients. These funds are used to supplement the Federal, State and local grant funds enabling the department to extend utility assistance to indigent individuals and families seeking aid from Travis County's Emergency Assistance offices.

FISCAL IMPACT AND SOURCE OF FUNDING:
No matching funds are required. No actual funding checks are received from the City of Austin – Austin Energy and no payments are processed. Decisions are typically made concerning these applications with the month after submission. The current contract period is 10/01/2011 through 09/30/2012.

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney

TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115

Date: September 18, 2012

TO: MEMBERS OF THE COMMISSIONERS COURT

FROM: Sherri E. Fleming
Sherri E. Fleming, County Executive
Travis County Health and Human Services and Veterans Service

SUBJECT: Acceptance of FY13 Customer Assistance Program Plus 1 Funding (CAPS) Application

Proposed Motion: Consider and take appropriate action to approve the FY13 Customer Assistance Program Plus 1 Funding (CAPS) Application.

Summary and Staff Recommendation: Staff requests the acceptance and authorization to apply for funding for the FY13 period. The amount of the allocation from the City of Austin, Austin Energy last year was $90,000. The allocation awarded for this program are used to provide emergency utility assistance for Austin Energy billings of Travis County's low-income individuals and families who have an income at or below 200% of the current Federal Poverty Income Guidelines. The City of Austin, Austin Energy, allocates funding quarterly to the recipient agencies within the City of Austin and those agencies submit the granted client assistance amounts to Austin Energy for customer billing credits.

Budgetary and Fiscal Impact: No matching funds are required. No actual funding checks are received from the City of Austin, Austin Energy and no payments are processed. We expect a decision to be made concerning our application within the next month. The current contract period was 10-01-11 through 09-30-12.

Issues and Opportunities: The department has participated in this program for a number of years. Within the current program period, the department has assisted over 377 households with their Austin Energy utility bills.

We will use all of the Customer Assistance Program Plus 1 funds for direct assistance to clients. These funds are used to supplement the Federal, State, and local grant funds to enable the department to extend utility assistance to indigent individuals and families who seek aid from the department.

cc: Leslie Browder, County Executive, Planning and Budget Office
Diana Ramirez, Budget Analyst Sr., Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Michelle Gable, Auditor Analyst II, County Auditors Office
Cyd Grimes, C.P.M., CPPO, Travis County Purchasing Agent
Jim Lehrman, Social Services Director, Family Support Services

Emergency Financial Assistance Program (Plus 1)
Community Partner Application Summary Form

Date: September 18,2012 Please check one: New Request ☐ Renewal Request ☒

Organization Name Travis County through Travis County Health and Human Services & Veterans Service

Alternate name/acronym

Address 100 N. IH 35

City Austin State TX Zip Code 78701

Project Contact Person

Name Tonda Owens Title Social Services Program Administrator

Phone 512-854-4113 Email tondalier.owens@co.travis.tx.us

Areas affected by project (cities, counties, zip codes, etc.)

entire area of Travis County

Employer/Taxpayer ID number (EIN/TIN) 74-6000192

Year organization established 1936

Number of paid employees 53

Number of volunteers 45

Organizational Financial Information

Organization budget for current year FY12 $5,154,448

Organization expenditure total for last year FY11 $5,070,967

Organization revenue total for last year $0. This program division does not generate revenue for Travis County

With my signature I certify the following: (1) The above information is correct; (2) I am authorized by the governing board of this organization to submit this grant application; (3) this organization is in good standing with the IRS; (4) this organization does not discriminate on the basis of race, religion, sexual preference, physical circumstances or national origin.

Samuel T. Biscoe — Travis County Judge

Name (printed) of program administrator — Title

Signature of program administrator — Date

Emergency Financial Assistance Program (Plus 1)
Community Partner Application Summary Form

Required Materials: Four complete packages (unstapled, unbound) that includes:

- ☐ Application summary form (one page)
- ☐ Project description (Times New Roman, 12-point font, single-spaced, with one-inch margins)

Includes the following:

- ☐ Project Summary/Abstract (one page)
- ☐ Objectives and Need for Assistance
- ☐ Outcomes Expected
- ☐ Approach
- ☐ Program Infrastructure
- ☐ Mission
- ☐ Budget

Due in our office by 5:00pm September 24, 2012. If you plan to mail your package, please take this into consideration.

Customer Assistance Program
Austin Energy
721 Barton Springs Road
Austin, Texas 78704

Travis County Health and Human Services and Veterans Service
Emergency Financial Assistance Program (Plus 1)
Community Partner Application 2012-2013

Project Title: Emergency Financial Assistance Program (Plus 1) Community Partner Application 2012-2013
Applicant Name: Travis County through Travis County Health and Human Services and Veterans Service/ Family Support Services
Address: 100 N. IH 35, Ste. 2000, Austin, TX 78701
Contact Name: Tondalier Owens **Contact Phone Numbers**: 512-854-4113; 854-4118 (fax)
E-Mail Address: tondalier.owens@co.travis.tx.us
Web Site Address: http://www.co.travis.tx.us/health_human_services/default.asp
.

Project Summary/Abstract

Under *Texas Local Government Code, Section 81.028, -each Commissioners Court may provide for the support of paupers, residents of their County, who are unable to support themselves.* Within Travis County, the Health and Human Services and Veterans Service Department (HHS/VS) is charged with that responsibility. For more than 76 years (since 1936), TCHHS/VS has provided basic needs assistance to low income, elderly and disabled residents at its community centers throughout the County, using a variety of funding streams, including the Austin Energy's Emergency Assistance Program, to provide basic needs assistance. TC/HHSVS emergency assistance programs include utility assistance, rent and mortgage assistance, prescription assistance, home repair/weatherization referrals and assistance with indigent burials.

Because of consistently growing demands and diminishing resources, Travis County Health and Human Services and Veteran Services, through the Family Support Services (FSS) Division, is requesting to continue to be awarded Emergency Assistance Plus 1 Funding, in order to be able to provide individuals facing financial hardships with financial assistance to pay their utility bills. The Emergency Assistance funding that Austin Energy awards to Travis County provides for diversified funding to serve an expanded target population, that includes individuals up to 200% of the Federal Poverty Level, a growing demographic within our County.

Objectives and Need for Assistance

Need

HHS/VS is the largest provider of basic needs assistance for individuals and families within Travis County. Last year, HHS/VS assisted a total of 83,852 individuals at its seven community centers located in Downtown Austin, Del Valle, Manor, Oak Hill, South Austin, Pflugerville and Jonestown.

Utility Assistance Highest Utilized or In-Demand Service - Utility assistance was the second largest type of assistance provided to clients, behind mortgage/rental assistance in 2011. More than 28,000 individuals were provided with assistance to specifically help pay for utility bills. \

Increase in Overall Demand for Services - The total number of clients seeking HHS/VS assistance has also increased as the population has grown and economic growth has remained slow. In 2010 (the most recent data available) 375,147 Travis County residents (37% of residents) had incomes below 200% of the poverty threshold. This is a 66% increase since 2000 when 225,811 residents had incomes below 200% of the poverty level. FSS staff reports seeing more families that have never needed to utilize County social services before. FSS has to begin waitlists in order to be able to serve individuals interested in receiving services.

Decrease in Supplemental Funding - In 2012, HHS/VS also realized a 40% decrease in the Comprehensive Energy Assistance Program, or CEAP program, one of the supplemental funding sources for utility assistance, thereby placing a larger burden on the County's internal funding source, known as Chapter 72 to be able to meet the growing demand for services.

Objectives

The *principal objective* for this funding request is to ensure that HHS/VS implement its mandate to provide basic needs to the community. In this particular instance, the specific need is that of utility assistance. The Austin Energy's Emergency Financial Assistance Program (EFAP) will provide a steady financial stream to support its most vulnerable community residents during times of economic or financial hardship.

Secondary Objective The EFAP likewise provides the County with diversified funding that complements its existing general fund and other grant funding to be able to serve an expanded number of clients that may otherwise not have been served.

Complementary to HHS/VS Mission: TCHHS/VS' collaboration with Austin Energy on the EFAP program will allow the department to further its mission of "*assisting residents toward achieving maximum self-sufficiency and quality of health, economic and social well-being.*"

Approach (Workflow)

Emergency assistance, in the form of financial assistance for utilities, rent/mortgage, food vouchers, or food provisions from the food supply closet is provided on a case by case eligibility basis. Should an individual or family be requiring assistance, they complete an application in-person or electronically, provided by a *caseworker* at each community center.

This *pre-screening*, as it is referred to, will help the caseworker, gauge what types of assistance that particular individual or family may qualify for, based on his or her respective situation. Applicants for assistance are asked to self-report on such items as household income, economic situation, age, resource/assets, residency and other types of assistance s/he has received in the past. If after reviewing this pre-screening application, the caseworker will either schedule a follow-up appointment with that individual/household if the initial contact was via phone or fill

out additional materials, as relevant, to get that individual/household the assistance s/he or they need.

Eligibility Criteria In order to actually qualify for assistance, a household will need to be *income-eligible* (200% of the Federal Poverty Level or below) and/or have experienced a verifiable *economic crisis* within the past 60 days; be a *Travis County resident* for at least 60 days prior to application for assistance and can provide proof to that extent, be able to provide some form of identification, such as a Drivers' License or Texas Identification (Verify); be at least 18 years of age and/or, if applicable, be in a situation where their or their families' safety or well-being may be at risk. Households are typically only allowed to request assistance once a year; however in certain instances, e.g. if the person is elderly or disabled and/or can provide proof of participating in a *workforce development activity* (such as education, or employment training), additional assistance may be granted.

Documentation Applicants must provide *proof of income*. In the case when income is unavailable, an applicant must sign a declaration of income statement. Proof of income can include either: money/wages, or salaries before deductions; self-employment receipts; benefits payments from social security or other retirement type funds; union-, workers' compensation, veterans' payments; or other public assistance benefits (TANF/SSI); or, alimony/child support or military allotments.

An *economic crisis* could include, but may not be limited to instances where there are unforeseen increased expenditures, such as medical expenses, transportation, auto repairs, funeral expenses, or recent increase in utility expense. It could also include instances where there has been a loss or reduction of income due to a job loss, reduction in hours/pay, or the death of a household member who had provided household support, for example.

In all instances, all staff interacting with the public, including the supervising managers of each Center, will adhere to strict policies and procedures set forth by the County, State, and other applicable oversight agencies or funders. They will also be sure to adhere to professional standards set forth by their respective professions, e.g. social work, to ensure that all community members receive equal access to basic needs services and are served with confidentiality, dignity, and respect.

Community Collaboration –FSS staff also provide reference to other community agencies for specific services needed, e.g. Goodwill and Workforce Solutions for employment training. In addition, FSS is committed and involved in collaboration with other agencies within the community, such as the Downtown Community Alliance, ECHO, Behavioral Health Planning Partnership, South Austin Alliance of Ministries, and the AE Discount Steering Committee.

Program Infrastructure (Organizational Capacity/Quality Assurance)

The Family Support Services Division of the Health and Human Services and Veterans' Service Department is the agency's largest division with a total of 53 FTEs, including the *FSS Division Director*. He oversees all staff at the 7 centers throughout the county and additional social work staff that provide both general and specific support to grant-funded programs, such as the

Community Development Block Grant (CDBG) and Tenant Based Rental Assistance (TBRA) Program.

Staff There are 7 *Social Service Program Administrators* that serve functionally as Center Managers, overseeing the day to day operations, including personnel and financial situations at each one of the Centers.

The Emergency Assistance Program, currently operates and will continue to operate as follows: Once an applicant is deemed eligible for the Austin Energy Emergency Financial Assistance Program at a Center, that applicant will need to furnish a copy of the Austin Energy bill to the Caseworker, who enters the specific information, such as customer identification number, client name and amount of bill, into the department's client database system, known as CABA, or Case Management and Benefits Administration System. This system, serves as the department's client tracking system noting client eligibility, verification, and types of assistance provided, by funder or program.

Quality Assurance: Client data for granted program assistance is entered on a daily basis by each caseworker into the CABA system. The program assistance billings are reviewed weekly by each division's site Social Service Program Administrator (SSPA). Upon approval from the SSPA, the approved program assistance billings are sent to the Department's finance division. The accountant audits these billings for appropriateness and completeness and approves the program assistance billings in the CABA system. The Financial Manager approves the cumulative statement for the approved program assistance billings. The approved invoice list of program assistance billings is faxed to the Manager of the Customer Services Management division at Austin Energy for posting purposes.

The monthly reports from Austin Energy are reconciled to the paid invoices list from the CABA system. Any discrepancies are reconciled with Austin Energy as needed.

Client Confidentiality – Client information entered into CABA is confidential, as all staff are clearly instructed and aware of privacy information clauses associated in working with clients. Access to CABA is also limited to only those staff having client access and eligibility determination or file review. Access to the database is password secure, and access must be given by both the Social Services Program Administrator. The CABA Administrator must ultimately give clearance to be able to enter and work within the CABA database.

The CABA Administrator, co-located within the FSS department, also serves as a resource to assist, if any technological or database issues should arise with the tracking system.

Travis County Health and Human Services and Veterans Service
Emergency Financial Assistance Program (Plus 1)
Community Partner Application 2012-2013

Mission (LOGIC MODEL TABLE)

Mission: The mission of Family Support Services Division within HHSVS is to assist residents towards achieving maximum self-sufficiency and quality of health, economic and social well-being.			
Goal: To ensure that clients' basic need for utility assistance is provided in times of need or hardship			
Assumptions: That the number of clients qualifying for assistance will be growing, as the County's population continues to grow.			
Inputs	**Activities**	**Outputs**	**Outcomes**
Social Service Program Administrator	Program Oversight, Staff Supervision, Austin Energy Liaison	Number of client files reviewed Number of Invoices Reviewed	Continued utility coverage and basic need met for clients Greater internal control
Caseworker	Client eligibility, database entry, client consultation; referral	Number of clients served	Continued utility coverage; basic need met for clients
Accountant	Data review; Invoice Processing; Quality Assurance; Reconcile monthly reports	Number of Invoices Reviewed Number of Invoices Processed	Greater efficiency and effectiveness; internal control

Travis County Health and Human Services and Veterans Service
Emergency Financial Assistance Program (Plus 1)
Community Partner Application 2012-2013

Budget

ATMOS	$34,167	UTILITY
EFSP	$80,571	UTILITY
CEAP	$2,573,721	UTILITY
CAPS	$90,000	UTILITY
TEXAS GAS SERVICE	$33,271	UTILITY
TXU	$80,068	UTILITY
PEC	$105,469	UTILITY
TRAVIS COUNTY FUNDS	$1,668,325	UTILITY,RENT/MORTGAGE, BURIAL, FOOD, PRESCRIPTION

Annual Budget for Direct Financial Support in FY 2012-2013: $1,565,227

Item 41

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action to Approve Revenue Contracts with Boys and Girls Club of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services Provided through the Texas AgriLife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Texas AgriLife Extension Service provides a variety of educational programs for County youth and adults throughout Travis County. Using a combination of general fund money, grant, and revenue generated from contracts with partner agencies such as those the subject of this item, Travis County is able to operate programs that provide hands-on learning experiences that, not only, aid youth in becoming successful adults, but also reduce risk-taking behaviors that could inhibit their success. Typically, programs run four days per week during the school year and focus on science and technology, environmental education, outdoor education and life skills.

Currently, three of the five contracts for the 2012-2013 school year are ready for signature:

Boys and Girls Clubs of the Austin Area - $13,440;
Cedars International Academy - $1,015; and
Texas Empowerment Academy - $2,100.

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 two that are in the process of being drafted are:

Austin Independent School District - $210,000; and
Del Valle Independent School District - $66,144.

STAFF RECOMMENDATIONS:
Staff recommends approval of the revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for After School Enrichment Services.

ISSUES AND OPPORTUNITIES:
These revenue contracts will help Travis County fund the afterschool programs already in place. Studies show that students who participate in afterschool programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic behavior.

FISCAL IMPACT AND SOURCE OF FUNDING:
The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of $16,555 during the 2012-2013 school year.

REQUIRED AUTHORIZATIONS:
Dolores Sandmann, Director, Texas AgriLife Travis County
Mary Etta Gerhardt, Assistant County Attorney

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: September 4, 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: After-school revenue contracts

Proposed Motion:
Consider and take appropriate action to approve revenue contracts with Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy for after-school enrichment services provided by Travis County through the Texas AgriLife Extension office.

Summary and Staff Recommendations:
The Texas AgriLife Extension Service provides after-school programing at various locations in Travis County. AgriLife uses a combination of General Fund money, grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

Three of the five revenue contracts for the 2012-2013 school year are ready for signature:
Boys and Girls Clubs of the Austin Area - $13,440;
Cedars International Academy - $1,015; and

Texas Empowerment Academy - $2,100.

Two others are still being drafted:
Austin Independent School District - $210,000; and
Del Valle Independent School District - $66,144.

TCHHSVS staff recommends approving these contracts.

Budgetary and Fiscal Impact:
The revenue contracts with the Boys and Girls Clubs of the Austin Area, Cedars International Academy, and the Texas Empowerment Academy will provide a total of $16,555 during the 2012-2013 school year.

Issues and Opportunities:
These revenue contracts will help Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:
The Texas AgriLife Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas AgriLife Extension Service
Nicki Riley, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Assistant Purchasing Agent, Travis County Purchasing Office

PROFESSIONAL SERVICES CONTRACT BETWEEN CEDARS INTERNATIONAL ACADEMY AND TRAVIS COUNTY FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Cedars International Academy, a public charter school in Texas ("Academy") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of $32.00 per hour, limited to a total payment for the contract term not to exceed $1,015.00.

2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

2.2.1 Invoice Number
2.2.2 Location and Dates of Service
2.2.3 Class length for each date(hours per class)
2.2.4 Total Hours for the Month

2.2.5 Hourly rate

2.3 Timely Payment. The Academy shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.

3.2 Term of Renewal. Subject to continued funding by the Academy, this Contract shall thereafter automatically renew on August 1 of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 7.5 of the Contract.

4.0 TERMINATION

4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

4.2 Academy acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 CRIMINAL HISTORY RECORD INFORMATION

5.1 As used in this Section 5, the term "covered employee" shall mean an individual employed by County or an approved consultant of County who has or will have continuing duties on property of the Academy ("Academy Property") related to the services to be performed in connection with this Contract and has or will have direct contact with students. The terms "continuing duties" and "direct contact with students" shall have the meanings designated for such terms in 19 Texas Administrative Code §153.1101. The Academy will be the final arbiter of what constitutes continuing duties and direct contact with students. By way of example, but not limitation, if an individual employed by County or an approved consultant of County has continuing duties (duties that are performed on a regular, repeated basis rather than infrequently or one time only) related to services to be performed under this contract and will enter Academy Property when one or more students are present to provide such services without supervision by a certified educator or other professional Academy employee, such

individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a "Consultant"), the duly completed and executed original certification of Consultant on the applicable form provided by the Academy ("Consultant Certification").

6.0 ATTACHMENTS

6.1 The attachments enumerated below are hereby made a part of this Contract.

6.1.1 Attachment A Criminal History Record Certification Form
6.1.2 Attachment B W-9 for Travis County

7.0 GENERAL PROVISIONS

7.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

7.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.

7.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.

7.4 Entire Agreement. All written or oral agreements between the Parties related to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

7.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both

Parties.

7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:
Zac Carlson
ACE Program Site Coordinator
Cedars International Academy
8416 N. IH-35
Austin, TX 78753

For County:
The address for County for all notices and purposes under this Contract shall be:
Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:
David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether Academy or County.

CEDARS INTERNATIONAL ACADEMY

By: _____
Name: Sarah Daly
Title: Interim 21st CCLC Project Director

Date: 8/27/12

TRAVIS COUNTY, TEXAS:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services ("Contractor"), and the Cedars International Academy (the "Academy") have entered into this agreement on the date all parties fully executed this agreement (the "Contract"). This Contractor Certification is provided to the Academy in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the Academy that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

_____ _____

Date: Signature

Printed Name:

Title:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
County of Travis

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ Government

☐ Exempt payee

Address (number, street, and apt. or suite no.)
314 West 11th Street

Requester's name and address (optional)

City, state, and ZIP code
Austin, TX 78767

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 6000192

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Susan A Spratlen Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROFESSIONAL SERVICES CONTRACT BETWEEN TEXAS EMPOWERMENT ACADEMY AND TRAVIS COUNTY FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Texas Empowerment Academy, a public charter school in Texas ("Academy") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, Academy seeks to provide services as part of their ACE program for youth enrolled in their school; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, Academy and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

2.0 COMPENSATION, BILLING AND PAYMENT

2.1 Fee. Academy agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of $32.00 per hour, limited to a total payment for the contract term not to exceed $2,100.

2.2 Invoicing. County shall invoice Academy on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 2.2.1 Invoice Number
- 2.2.2 Location and Dates of Service
- 2.2.3 Class length for each date(hours per class)
- 2.2.4 Total Hours for the Month

educator or other professional Academy employee, such individual will be a covered employee for purposes of this Section 5. County shall, at its sole cost and expense, comply with the provisions of Texas Education Code ("TEC") §22.0834 and the further provisions of this Contract with regard to each covered employee.

5.2 Prior to the performance of any services under this Contract by County or an approved consultant, County shall obtain with respect to its covered employees and cause each approved consultant under this Contract to obtain with respect to its covered employees, the national criminal history record information (fingerprint-based criminal history) as defined in TEC §22.081 for each such covered employee. County shall not assign or allow any employee or approved consultant who has a disqualifying criminal history to provide services under this Contract. A disqualifying criminal history for this Contract includes a conviction for a felony or misdemeanor offense that would prevent a person from obtaining certification as an educator under TEC Section 21.060, which includes but is not limited to the offenses listed in 19 Texas Administrative Code §249.16; or who has been convicted of one of the following offenses, if at the time the offense occurred, the victim of the offense was under 18 years of age or enrolled in a public school: (i) a felony offense under Title 5 of the Texas Penal Code; (ii) an offense on conviction of which a defendant is required to register as a sex offender under Chapter 62 of the Texas Code of Criminal Procedure; or (iii) an offense under the laws of another state or federal law that is equivalent to an offense under (i) or (ii) above. If during the period County is performing services under this Contract either the County or the Academy receives updated criminal history record information for a covered employee that includes a disqualifying criminal history under this Contract, County shall prohibit the employee or approved consultant from providing services under this Contract. In addition, whenever such updated criminal history information is received by County, County shall notify the Academy of same within three (3) business days following receipt of the information.

5.3 County shall maintain at all times a current and accurate list of all covered employees performing services under this contract (as updated from time to time, the "List of Covered Employees") which contains the following information for each covered employee: (i) full name; and (ii) Texas driver's license or other identification number.

5.4 Prior to the performance of any services under this contract by an employee of County or any approved consultant, County shall deliver to the Academy (i) County's duly completed and executed original certification on the applicable form attached hereto as Attachment A ; and (ii) for each approved consultant under this contract contracting directly with County (each a

may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.

7.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

8.0 NOTICE

8.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For Academy:
David Nowlin – Superintendent
T.A. Unlimited Incorporated
Texas Empowerment Academy
3613 Bluestein Dr.
Austin, TX 78721

For County:
The address for County for all notices and purposes under this Contract shall be:
Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:
David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

ATTACHMENT A

Criminal History Record Certification Form

Travis County, through Travis County Health and Human Services and Veterans Services ("Contractor"), and the Texas Empowerment Academy (the "Academy") have entered into this agreement on the date all parties fully executed this agreement (the "Contract"). This Contractor Certification is provided to the Academy in accordance with Paragraph 5.4 of the Contract.

On behalf of the Contractor, I certify to the Academy that:

Contractor has obtained the criminal history record information from a finger-print based search through the Texas Department of Public Safety relating to each of its covered employees providing services under this Contract, as defined in Paragraph 5.1 of the Contract. None of the covered employees employed by Contractor performing services under the Contract has a disqualifying criminal history under Paragraph 5.2 of the Contract.

_____ _____

Date: Signature

Printed Name:

Title:

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
County of Travis

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶ Government

☐ Exempt payee

Address (number, street, and apt. or suite no.)
314 West 11th Street

Requester's name and address (optional)

City, state, and ZIP code
Austin, TX 78767

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 6000192

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Susan R Spatton Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

PROFESSIONAL SERVICES CONTRACT BETWEEN BOYS & GIRLS CLUBS AND TRAVIS COUNTY FOR AFTERSCHOOL YOUTH ENRICHMENT SERVICES

This Contract for Afterschool Youth Enrichment Services through the Travis County 4-H Capital Project ("Contract") is entered into by and between Boys and Girls Clubs of the Austin Area, a nonprofit organization ("BGCAA") and Travis County, Texas, a political subdivision of the State of Texas ("County"), referred to collectively as "Parties".

WHEREAS, BGCAA seeks to provide services for youth development during after school hours; and

WHEREAS, County is authorized to provide certain services to qualified youth pursuant to Local Government Code, Section 81.028, and other applicable laws; and seeks to provide Capital 4-H Project enrichment activities to enhance the health and well-being of qualified youth for the public benefit of Travis County;

WHEREAS, BGCAA and County desire to cooperate to provide out-of-school programs for qualified youth, as defined in this Contract; and

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 COUNTY RESPONSIBILITIES

1.1 County agrees to provide qualified youth with Capital 4-H Project activities that focus on science, engineering and technology at dates and times upon mutual agreement of the parties.

1.2 County agrees to provide the Capital 4-H Project activities at the following locations:

1.2.1	Cook Elementary School:	3 classes per week
1.2.2	Overton Elementary School:	2 classes per week
1.2.3	McBee Elementary School:	2 classes per week
1.2.4	Wooldridge Elementary School:	3 classes per week
1.2.5	Burnet Middle School:	2 classes per week

1.3 County agrees to provide a copy of its W-9 tax form.

2.0 COMPENSATION, BILLING AND PAYMENT

2.1 Fee. BGCAA agrees to pay County for the services provided pursuant to the terms of this Contract at a rate of $32.00 per hour, limited to a total payment for the contract term not to exceed $13,440.00.

2.2 Invoicing. County shall invoice BGCAA on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 2.2.1 Invoice Number
- 2.2.2 Location and Dates of Service
- 2.2.3 Class length for each date(hours per class)
- 2.2.4 Total Hours for the Month
- 2.2.5 Hourly rate

2.3 Timely Payment. The BGCAA shall pay County upon receipt of invoice, and no later than thirty (30) days from such receipt.

3.0 TERM

3.1 Term of Contract. The Initial Term of this Contract shall begin on the day all parties fully execute this Contract and shall continue through July, 31, 2013, unless sooner terminated as provided herein.

3.2 Term of Renewal. Subject to continued funding by the BGCAA, this Contract shall thereafter automatically renew on August 1st of each year for succeeding terms of one year, unless sooner terminated as provided herein. Any automatic renewal will be with the understanding that all terms and conditions remain unchanged unless the Contract is specifically amended pursuant to Section 5.5 of the Contract.

4.0 TERMINATION

4.1 Either party may terminate this Contract at any time by giving the other party written notice of such termination at least thirty (30) days before the effective date of the termination.

4.2 BGCAA acknowledges and agrees to pay County just and equitable compensation for any satisfactory work completed prior to the date of termination.

5.0 GENERAL PROVISIONS

5.1 Law and Venue. This Contract will be governed by the laws of the State of Texas. All obligations under this Contract will be performable in Travis County, Texas and it is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

5.2 Immunity. Neither Party waives or relinquishes any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Contract and performance of the functions and obligations described herein.

5.3 Legal Requirements. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Contract. This Contract is subject to all applicable present and future valid laws governing the programs applicable to school districts and/or counties. In the event that any of the Parties hereto are required by law or regulation to perform any act inconsistent with this Contract, or to cease performing any act required by this Contract, this Contract shall be deemed to have been modified to conform with the requirements of such law or regulation.

5.4 Entire Agreement. All written or oral agreements between the Parties related to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

5.5 Amendments. If changed conditions are encountered during the term of this Contract, or the Parties desire to make any changes, the Contract may be supplemented or amended under terms and conditions mutually agreeable to the Parties, provided that all such changes, amendments, supplements or modifications shall be in writing and executed by both Parties.

5.6 Records. Each Party shall maintain all records and documentation pertaining to this Contract and make such records available to the other Party for a period of three (3) years after termination of this Agreement or the resolution of any problems or issues, whichever occurs later. Each Party will provide reasonable access to such records to the other Party for as long as the records are retained.

6.0 NOTICE

6.1 Except where oral notice is specifically allowed under this Contract, any notice provided hereunder by either party to another shall be in writing and may be either (1) delivered by hand to the party or the party's designated agent; (2) deposited in the United States mail, postage paid; (3) transmitted by telecopy; (4) transmitted by electronic mail transmission, or (5) delivered by a reputable courier service. The notice will be deemed given on the day the notice is received. Notices must be delivered to the following addresses or at such addresses as may be later designated in writing. Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

For BGCAA:
Mark Kiester
Chief Executive Officer
Boys & Girls Clubs of the Austin Area
5507 N IH-35 Suite 400
Austin, TX 78723

For County:
The address for County for all notices and purposes under this Contract shall be:
Sherri Fleming
County Executive
Travis County Health and Human Services
P.O. Box 1748
Austin, TX 78767

With Copies To:
David Escamilla
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

IN WITNESS WHEREOF, the parties have executed this Contract as of the date(s) set forth below. The effective date of this Contract shall for all purposes be the date of the execution of the last to sign, whether BGCAA or County.

Boys and Girls Clubs of the Austin Area

By: _____
Name: Mark A Kiester

Title: Chief Executive

Date: 8/20/12

TRAVIS COUNTY, TEXAS:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

Item 42

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Christy Moffett 854-3460
Elected/Appointed Official/Dept. Head:
Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the request to continue the administration and planning project and fair housing project of the Community Development Block Grant for the 2012 Program Year with internal HHSVS resources until a fully executed contract is obtained from the U.S. Department of Housing and Urban Development.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Department requests permission to use general fund operating resources to cover CDBG expenses until the grant agreement for Program Year (PY) 2012 can be executed. It is necessary to implement this practice for two reasons – 1) historically the grant contract from the U.S. Department of Housing and Urban Development (HUD) is not ready for execution until the first quarter of the new program year, and 2) expenses will need to occur prior to the end of the first quarter. The general fund expenditures identified as CDBG are reclassified into grant expenses when there is a fully executed grant contract.

STAFF RECOMMENDATIONS:

Staff recommends approval as this delay is normal for the grant and all previous costs have been reclassified successfully in years past.

ISSUES AND OPPORTUNITIES:

The use of general funds allows the administrative and planning staff to continue with general business functions related to CDBG Administration and Planning as well as allows clients to continue to receive services until the grant funds are available.

The use of general funds for the fair housing contract allows us to start services with minimal delay.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Health and Human Services and Veterans Service Department will reallocate funding for costs associated with:

Fair housing activities	$43,451
Administrative operating expenses:	$ 6,000

Advertisement, cell phone allowance, and other necessary items to meet deadlines

Temporary salaries:	$15,000

for the temporary Planner position needed to help transition the work of a staff person leaving in November.

The operating costs will come from the CDBG General Fund Cost Center 158006001 line item (500050) into the advertising line item (same cost center, 511680) to provide dollars for advertising and into the translation line item (same cost center, 511850) to provide dollars for translation prior to the execution of the grant agreement. The estimated dollar amount is $5,000, which is based on the advertising costs for the Consolidated Annual Performance Evaluation Report, which occurs in November. Additionally, the Department will also use approximately $210 from the cell phone allowance line item of (same cost center, 511710) and $70 from the to pay for CDBG staff cell phone allowance.

Fair housing activities costs will come from the HHS General Fund Cost Center 15854001 line item (511430) into the CDBG General Fund Cost Center 158006001 line item (511440) to provide dollars for the social services contract for Austin Tenant's Council totaling $43,451.

Temporary salary costs totaling $15,000 will come from the CDBG Cost Center 158006001 line item (500050) into the temporary salaries line item (500070).

All of the appropriate general fund expenditures will be reclassified as CDBG grant expenditures when the grant budget is established by the County Auditor's office, resulting in a zero impact on the general funds resources. No matching funds are required. The department anticipates a contract, with an allocation of $869,341 will be available before December 31, 2012.

REQUIRED AUTHORIZATIONS:

PBO

Cc: Leslie Browder, PBO
Diana Ramirez, PBO
Kathleen Haas, HHS/VS, Finance
Caula McMarion, HHS/VS, Finance
Nicki Riley, Auditor's Office
DeDe Bell, Auditor's Office
Janice Cohoon, Auditor's Office
Christy Moffett, HHS/VS, CDBG

Item 43

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012

Prepared By/Phone Number: David A. Salazar 854-4107

Elected/Appointed Official/Dept. Head: Sherri E. Fleming, County Executive for Health and Human Services and Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and Take Appropriate Action to Execute a Memorandum of Understanding (MOU) with the Austin Free-Net to Place Computers in the Travis County's Health and Human Services and Veterans Service (HHS&VS) Community Centers, starting with Palm Square.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
The Texas Connects Coalition's Austin Free-Net operates several computer labs within Travis County funded through a grant under the American Recovery and Reinvestment Act's (ARRA) Broadband Technology Opportunities Program or BTOP. The Austin Free-Net computers will be a resource for clients seeking employment and other services to assist them in gaining self-sufficiency. Austin Free-Net will also provide a part-time program specialist to assist clients in their on-line endeavors. HHS&VS will provide safe, client accessible, space and client assistance when needed. HHS&VS will be responsible for providing client registration and usage data to Austin Free-Net.

STAFF RECOMMENDATIONS:
Staff recommends approval of the proposed MOU granting Austin Free-Net the space to place its computers in Travis County's Community Centers for the benefit of County residents.

ISSUES AND OPPORTUNITIES:
Additional computers in the Palm Square Center will allow more clients to have access to the online resources. Should computer resources prove

successful, Austin Free-Net will expand the lab to the other County Community Centers. It is envisioned that expanded computer resources will aid unemployed or underemployed clients find work or other resources leading to a better quality of life.

FISCAL IMPACT AND SOURCE OF FUNDING:
Approval of this item will not increase the County Budget. Travis County Community Centers presently provide a small amount of space for computers and client assistance.

REQUIRED AUTHORIZATIONS:
Mary Etta Gerhardt, Assistant County Attorney

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
(512) 854-4100
Fax (512) 854-4115

DATE: September 10, 2012

TO: Members of the Commissioners Court

FROM: Sherri E. Fleming
Sherri E. Fleming, County Executive for
Health and Human Services and Veterans Service

SUBJECT: Memorandum of Understanding with Austin Free-Net of the Texas Connections Coalition for a client computer laboratory

Proposed Motion:
Consider and Take Appropriate Action to Execute a Memorandum of Understanding (MOU) with the Austin Free-Net to Place Computers in the Travis County's Health and Human Services and Veterans Service (HHS&VS) Community Centers, starting with Palm Square.

Summary and Staff Recommendations:
The Austin Free-Net computers will be a resource for clients seeking employment and other services to assist them in gaining self-sufficiency. Austin Free-Net will also provide a part time program specialist to assist clients in their on-line endeavors. HHSVS will provide safe, client accessible, space and client assistance when needed. HHSVS will be responsible for providing client registration and usage data to Austin Free-Net.

Budgetary and Fiscal Impact:
The only fiscal impact to HHSVS is providing space for the laboratory and client assistance. This is a service that is presently provided in the Community Centers, just on a smaller scale.

Issues and Opportunities:
Additional computers in the Palm Square Center will allow more clients to have access to the on-line resources that they need. If computer resources are available, Austin Free-Net will expand the lab to the other Community Centers. Expanded computer resources will, hopefully, help more unemployed or under employed clients to find work or other resources that will help them have a better quality of life.

Background:
The Texas Connects Coalition's Austin Free-Net operates several computer labs within Travis County via an ARRA BTOP grant.

austinfree.net

Austin Free-Net • 2209 Rosewood Avenue • Austin, TX 78702 • (512) 236-8225

Attn: Jim Lehrman

Health & Human Services

Palm Square Comm. Center

100 N. Hwy 35 #1000

Austin TX 78701

Dear Jim Lehrmann,

Please find enclosed the Memorandum of Understanding and Attachments A, B, & C. Please note that the final language includes logo, etc. and the same content.

We would like to request that you please mail one signed original at your earliest convenience to us at the address listed above. Thank you so much!

Sincerely,

Juanita Budd

Juanita Budd

Executive Director

MOU Site Specific Scope of Work
ADDENDUM A

The MOU Site Specific Scope of Work is an Addendum to the MOU Operating Agreement between Austin Free-Net *(Technology Partner)* and Travis County Health and Human Services (Responsible Organization) signed on September 10, 2012 The MOU Scope of Work outlines the detailed responsibilities of both organizations and sets forth project metrics for the Texas Connects Coalition (TXC2) project as a part of the ARRA BTOP grant #48-42-B10557.

By signing this agreement, both organizations agree to strive for excellence in their work together and work diligently to achieve TXC2 project metrics.

Technology Partner and TXC2 will:

Provide equipment, software, and personnel as detailed below to the Responsible Organization for the Public Computer Center **(see ATTACHMENT A).**

- Ensure that surge protection is installed so that components run in a safe manner.
- Provide a technology partner/TXC2 Program Specialist as needed or as funding permits during the grant period, which ends approximately August 31, 2012.
- Provide a Computer Lab Manual including, at minimum: a copy of this agreement, technology partner contacts, troubleshooting tips, training materials/software (if needed) and helpful forms.
- Provide training for Site Partner staff and volunteers in basic troubleshooting of the equipment, software, and Internet connection.
- Serve as project manager and fiscal agent for the project.
- Submit required federal project reports.
- List Responsible Organization as a partner on the technology partner web site.
- Actively and enthusiastically work toward sustainability of the computer lab and community technology projects at this site.

_____ *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

Responsible Organization/Public Computer Center site location will:

- **Work with Technology Partner to set goals for the project in the categories specified in ATTACHMENT B.**
- Collect and report monthly data with support from technology partner Program Specialist. **This is the most important responsibility for the PCC Site Partner in this agreement.** Failure to provide this report will result in the withdrawal of resources by the technology partner and TXC2.

  A form will be available with fill-in-the-blank functionality by email delivered monthly to the contact at the Site Partner/Responsible Organization noted above requiring the following information:

  - Open/public lab schedules
  - Total # of users each week at the public computer center site (sign-in sheets may be required until usage tracking software provided, tested and working)
  - Name and # of classes using at the public computer center site, if any
  - Class participants – including demographics, progress and topics presented
  - Volunteer hours, if any – documented on volunteer sign-in sheets
  - Success stories

  This data is required for reports to funders who support the technology partners' services to the community. The information also enables the technology partner to include your site in grant-writing and fundraising efforts.

  Reports will be submitted monthly in a format provided by TXC2. If the information is not provided by the monthly due date (5th business day of following month), the contact at the Site Partner/Responsible Organization will receive one reminder email or call. If no information or explanation is received after the reminder, the technology partner/TXC2 will begin the process to withdraw all federally funded resources from the project.
- Provide and document other in-kind and/or cash contributions to the project, such as Site Partner space and staff time (included in ATTACHMENT B).
- Participate in surveys and other evaluation activities as required by the project;
- Ensure that Site staff, volunteers and computer users in the lab receive an overview of the basic lab usage rules:
  - No food or drink at the computers.
  - **Do not reconfigure the technology partner computers or load unauthorized programs** unless specified in the Special Conditions section or authorized by technology partner's technical services manager.
  - Make no copies of any copyrighted software unless instructed by technology partner for backup purposes.
  - Take care to protect the technology partner or TXC2 equipment from theft and/or damage.
- Provide outreach activities to constituents about the availability of equipment for public use, to include such activities as inclusion in newsletters, posters and signage, and other information activities.

- Participate in partner meetings every other month, or as deemed necessary for the efficient operation of the project.
- Establish times and formats for on-site training by the technology partner and/or by the Site Partner/Responsible Organization for location staff.
- Provide open access to the computers without charge for a minimum of four hours/week.
- Maintain a Site that is welcoming, respectful, accessible, clean, and open at convenient times for users.
- Provide an on-site staff person, volunteer, or responsible individual during lab open hours.
- Provide access to technology partner staff and/or volunteers as needed for technical assistance.
- Display technology partner, TXC2 and BroadbandUSA signage near the computers.
- Actively and enthusiastically work toward sustainability of the computer lab and community technology projects at this Site.

JB *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

Responsible Organization. The Responsible Organization/Site Partner under this Agreement is Travis County, Texas, with services being provided through Travis County Health, Human Services and Veterans Services according to the terms of this Agreement, including Attachment C."

Special Conditions:

_____

_____

_____

_____

JB *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

MOU Site Specific Scope of Work

ATTACHMENT A

Equipment, Software, and Personnel to be provided by Technology Partner to Responsible Organization.

Computers:

Equipment	Quantity
Desktop Workstations (Core i3 540 / 3.06 GHz - RAM 3 GB - HDD 160 GB - DVD±RW - HD Graphics - Gigabit Ethernet - 802.11b/g/n Wireless - 20" Widescreen Monitor)	5
Monochrome LaserJet Printer (wired network capable, business class)	0
Surge Protection	1
Head sets	0
Router (Wireless, Hardwired as needed)	1
Projector (LED for classroom use)	0

Accessibility Equipment (as appropriate)*	Quantity
Desktop Workstations (Core i3 540 / 3.06 GHz - RAM 3 GB - HDD 160 GB - DVD±RW - HD Graphics - Gigabit Ethernet - 802.11b/g/n Wireless - 24" Widescreen Monitor)	0
Head sets	0
Keyboard	0
Mouse	0
Optical enhancers	0
Adjustable height desk (with adjustable keyboard tray)	0
Other (specify):	0

Software:

Workstations will include at minimum:

Microsoft Windows 7 (32-bit)	Microsoft Office 2007

They may also include the following software or software similar to:

MS Security Essentials Anti-Virus	Internet Explorer
Mozilla Firefox	Picassa 3
QuickTime	Java
Acrobat Reader	Shockwave
Flash	.Net 1.x & 3.x
Primo PDF	Drive vaccine
Putty	HDI
HijackThis	Cclean
Yusadge	

Expected Equipment Availability Date: 9-10-2012

Staff/Personnel:

Number of Staff/Personnel to be **Provided by Technology Partner to Site:** (Train the Trainer Model)	# of Persons:__.05___	# of Hours:3_ per_week_____.
Estimated Start Date: September 10, 2012		

_____ *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

MOU Site Specific Scope of Work

ATTACHMENT B
Project Baseline Metrics

Site Name	Palm Square Community Center
Organization	Travis County Health and Human Services
(N)ew or (I)mproved	Improved
Initial Active Date (Date that site agrees to join project and count match):	June 15 , 2012
Enhanced Operation Active Date (Date that all BTOP equipment is installed and operational):	
BTOP Grant Project End Date:	8/31/2013

	SITE METRICS	Results of Site Visit	Actual Planned Commitment	Notes
	SECTION I ***PCC BROADBAND Workstations/CONNECTIVITY***			
1	Number of Broadband Workstations Available (CURRENT)	1	6	# computers in lab now.
2	Number of Broadband Workstations to be Replaced (PROPOSED)	0	0	# computers to be replaced with BTOP.
3	Number of Broadband Workstations to be Added (PROPOSED)	5	5	# new computers to be added with BTOP.
4	Number of Broadband Workstations Available (PROPOSED)	6	6	Total of all computers at end of project.

	SITE METRICS	Results of Site Visit	Actual Planned Commitment	Notes
5	Workstations for people with disabilities	0	0	If needed or desired by site, special workstation with screen reader, magnifier, special keyboard, special software for hearing impaired, etc.
6	Facility Broadband Connection Speed (MBps)			Speed of internet service. Will internet speed be increased? If so, what will it be?
	SECTION II ***PCC HOURS OF OPERATION & USAGE***			
7	Average Hours Open to Public Per 120-hour Business Week	35	35	Lab's open hours during the weekdays.
8	Average Hours Open to Public Per 48-hour Weekend	0	0	Lab's open hours during weekends.
9	# persons served per 120-hour business week	10	50	
10	# persons served per 48-hour weekend	0	0	
11	TOTAL # persons served per week	50	50	
	SECTION III ***TRAINING AND OUTREACH PROGRAMS***			
12	Training Program - classes offered	0	0	
13	Number of People Trained per week	0	0	
14	Number of hours of Scheduled training per week	0	0	

	SITE METRICS	Results of site visit	Actual Planned Commitment	Notes
	SECTION IV: ***MATCH ITEMS FOR SITES***			
15	Personnel: Site supervision hours for duration of project	0	3	Minimum of 3 Hours per week.

16	In-Kind IT service hours for duration of project (paid or volunteer)		3	Number of Hours of IT Services (paid or volunteer) per month.
17	Other: Broadband Connection for duration of project (dollar amount)			Existing internet to lab furnished by site partner. Dollar amount spent per month (or estimated value).
18	Other: Square Feet of Computer Center Space for Public Internet Access			Square feet utilized for computer workstations and training.
	NOTES:			

_____ *Initials of Technology Partner*

_____ *Initials of Public Computer Center/Responsible Organization*

ATTACHMENT C

1.0 Definitions.

The following words are defined as follows as used in this Agreement:

1.1 Austin Free-Net – Texas Connects Coalition (TXC2) TECHNOLOGY PARTNER; party to this Agreement and cooperating partner of TXC2 project.

1.2 BTOP – Broadband Technology Opportunities Program supporting activities under the GRANT.

1.3 Grant – funding provided through the US Department of Commerce and the American Recovery and Reinvestment Act (ARRA) for activities and services provided under this Agreement.

1.4 Palm Square Community Center – Travis County TCHHSVS location at which Agreement activities will be provided, functioning as the PUBLIC COMMUNITY CENTER SITE PARTNER (CENTER).

1.5 TFA – Technology For All – GRANTEE receiving funding under the GRANT; cooperating partner of the TXC2 project.

1.6 TXC2 – Texas Connects Coalition – created by TFA to coordinate GRANT activities; comprised of Austin Free-Net, MAIN and TFA.

1.7 Travis County (County) – Governmental entity entering into this Agreement (COUNTY); functioning as the Responsible Organization and Site Partner.

1.8 Travis County through Travis County Health, Human Services and Veterans Services (TCHHSVS) – department of COUNTY through which activities of this Agreement will be provided.

2.0 Additional Terms

2.1 Equipment. Limitations to equipment of Responsible Organization includes only that equipment purchased with Grant funds. Other equipment of the Responsible Organization at the Site is not limited as to use.

2.2 Signage. All signage must be approved by the Responsible Organization prior to display.

2.3 No Authority to Bind. TXC2 has no authority to enter into contracts or agreements on the Responsible Organizations behalf.

2.4 Change in Law. If Federal or State laws, regulations or other requirements (including terms of the Grant) are amended or judicially interpreted so that either Party cannot reasonably fulfill this Agreement, and the Parties cannot agree to an amendment that would enable substantial continuation of the Agreement, the Parties will be discharged from any further obligations under this Agreement upon ten (10) business days written notice.

2.5 Sovereign Immunity. It is expressly understood and agreed by all Parties that, neither the execution of this Agreement, nor any conduct of any representative of the Responsible Organization relating to this Agreement, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

2.6 Law and Venue. This Agreement is governed by the laws of the State of Texas and all obligations under this Agreement shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Agreement will take place in Travis County and the City of Austin.

2.7 Independent Contractor. The Parties expressly agree that both Parties are independent contractors and assume all of the rights, obligations and liabilities applicable to that Party as an independent contractor. No employee of either Party shall be considered an employee of the other Party or gain any rights against the other Party pursuant to that Party's personnel policies. The relationship of the Parties under this Agreement is not and shall not be construed or interpreted to be a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

2.8 Federal, State and Local Laws. Both Parties shall provide all services and activities performed under the terms of this Agreement in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement and governing the Parties' general conduct of business.

MEMORANDUM OF UNDERSTANDING

Introduction

The purpose of this agreement (agreement) is to support and promote understanding between **Austin Free-Net** a 501(c)(3) nonprofit organization *(Technology Partner)* and their Public Computer Center site partners as participants in the **Texas Connects Coalition** (TXC2) project with the support of Broadband Technology Opportunities Program (BTOP) funding through the US Department of Commerce and the American Recovery and Reinvestment Act (ARRA).

Operating Agreement

This agreement is entered into in this September 10, 2012 and between Travis County **Health and Human Services** (Site Partner) and Austin Free-Net (Technology Partner) with an effective period from September 10, 2012 (date) to the project end date, August 31, 2013.

By signing this agreement, the named organizations commit to participate in the Texas Connects Coalition project as a part of the ARRA BTOP grant #48-42-B10557 awarded to **Technology For All** (Grantee) as the grantee and fiscal agent for TXC2 and agree to:

- align all activities funded with BTOP funds with the purpose of the grant (Attachment A)
- meet deadlines associated with the BTOP grant
- work diligently to provide a welcoming, well-equipped, well-administered community resource
- communicate with each other regularly to resolve issues as they arise and provide prompt responses to each party's requests

ORG *Public Computer Center Site Partner*	**ORG** *Responsible Organization*
Site Representative: Tondalier Owens	Authorized Representative: Sherri Fleming
Address: Line 1: Palm Square Community Center	Address Line 1: 502 east Highland Mall
Line 2: 100 N I H 35 # 1000	Line 2 :
City: Austin State: TX	City: Austin State: TX
Zip: 78701	Zip 78752
Phone: (512) 854-4120 Fax: (512)854-4118	Phone: 512-854-4100 Fax: 512-279-1608
Email: tondalier.owens@co.travis.tx.us	Email: sherri.fleming@co.travis.tx.us

Austin Free-Net
TXC2 Technology Partner

Authorized Representative: Juanita Budd
Designated Contact: Juanita Budd
Address Line1: 2209 Rosewood Ave.
Line 2:
City: Austin State: TX
Zip 78702
Phone: 512-236-8225x21 or X 10 Fax: 512-320-8240
Email: Juanita.budd@austinfree.net

Points of Agreement

Equipment. All equipment placed at this site by the technology partner as a partner in the TXC2 project remains the property of the Federal government and will remain at the specified site for the duration of the agreement. All equipment placed at this site by the Responsible Organization remains the property of that organization. The equipment owner will maintain specific inventories. The equipment is intended solely for public use, and is to be made available to the public (or clients) on a regular and frequent basis. This equipment may not for any reason be used as the Responsible Organization's staff machines, administrative or office use.

Reporting. At the beginning of each month, the technology partner will email the authorized representative of the Responsible Organization for information on activities involving the computers. The Responsible Organization will work with Technology Partner staff to respond to this request for information by the fifth business day of the following month.

Public Relations. The TXC2 Technology Partner, the Grantee and the Responsible Organization agree to recognize each party's contributions in media coverage, if any, of the site partner's public computer center. All signage, as a requirement of the Broadband Technology Opportunities Program and TXC2, must display appropriate logos.

Termination. If at any time either party wishes to terminate this agreement, 30 days notice will be given in writing to the other party. Termination can be unilateral and without justification; the

requirement is that notice be provided. Notice will be addressed to the signatory of this agreement. In the case of termination, all equipment will be returned to TXC2.

Limits of Liability. In connection with this Memorandum of Understanding, neither the Technology Partner, the Grantee, or the Responsible Organization, nor their affiliates, officers, directors, employees, contractors, suppliers, attorney or volunteers will be liable for any direct or indirect damages, including without limitation, lost revenue, lost savings, or any incidental, special, or other economic consequential damages, even if the other Party or parties are informed of the possibility of such damages.

No Authority to Bind TXC2 Technology Partner. The Responsible Organization has no authority to enter into contracts or agreements on TXC2 Grantee or Technology Partner's behalf.

Modification. No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both TXC2 Technology Partner and the Responsible Organization.

Assignment. This Agreement may not be assigned, transferred, or conveyed by the Responsible Organization, by operation of law, through a transfer of assets in the Responsible Organization or otherwise, without the TXC2 Technology Partner's prior written consent, which consent may be withheld by the TXC2 Technology Partner in the TXC2 Technology Partner's sole discretion, for any reason or for no reason.

Scope of Work. Specific provisions and expected outcomes of the agreement between Technology Partner and Public Computer Center/Responsible Organization are listed in the attached ***"MOU Site Specific Scope of Work"*** document **(Addendum A)**. This document will include information on the agreed upon amount of equipment to be delivered to the Public Computer Center as well as baseline requirements for the average number of users per week at the Center, cumulative number of training classes held, cumulative number of users trained and other metrics.

Authorized Signatures. By signing and executing this Agreement we acknowledge our authority to bind the parties hereto and any claims to the contrary are waived. In addition, we agree to abide by this agreement and, in the event of disagreement, discuss the matter with each other with the common goal of resolving our differences.

Responsible Organization. The Responsible Organization/Site Partner under this Agreement is Travis County, Texas, with services being provided through Travis County Health, Human Services and Veterans Services according to the terms of this Agreement, including Attachment C."

Effective Period: September 10, 2012 – August 31, 2013

Signature of authorized
TXC2 Technology Partner Representative

9/10/2013
Date

Juanita Budd | Executive Director

Printed Name | Title

Because the BTOP grant is federal funding, we acknowledge that our organization cannot use certain other federally federal funded equipment, space or services as match. If your organization has any federally funded programs, please list them below or as an attachment to this document.

My signature below acknowledges that the Responsible Organization does not have a conflicting agreement with any other organization, government agency, or funder to the best of our knowledge. If our organization explores BTOP funding or other federal funding on its own or with another partner in the next two years, we will notify the Technology Partner and the Grantee of the Texas Connects Coalition immediately.

Signature of authorized Responsible Organization Representative | Date

Samuel T. Biscoe | Travis County Judge

Printed Name | Title

ATTACHMENT A

BROADBANDUSA
CONNECTING AMERICA'S COMMUNITIES

The Texas Connects Coalition, a partnership created by Technology For All (TFA) in collaboration with Austin Free-Net and the Metropolitan Austin Interactive Network, was recently awarded a $9.6 million grant from the U. S. Department of Commerce Broadband Technology Opportunities Program (BTOP).

Through the BTOP grant TXC2 will enhance 70 public computer centers across Texas and provide computer access, technical support, digital literacy, workforce development, and other services to low-income and vulnerable populations. The centers are located across southwest Texas, Houston, Austin, San Antonio, Duval County, and several small rural communities in the Texas Brazos Valley.

Centers will be located in both urban and rural areas of Texas at libraries, workforce development centers, public housing facilities, and other community locations. TXC2 will use this project to lay the groundwork for a future statewide broadband access program.

The Texas Connects Coalition will:

- Deploy approximately 500 new workstations and upgrade 780 more computers in approximately 70 computer centers—eight of which will be entirely new.
- Increase public access to computer centers by up to 530 hours per week and accommodate an estimated 17,000 additional weekly users.
- Train as many as 6,000 Texans with up to 73,000 hours of teacher-led training annually over the 27-month life of the grant.

Austin Free-Net's goals are to:

- Install nearly 100 new computers and upgrade software at 15 community sites
- Hire full and part-time lab monitors and trainers to increase hours and learning opportunities at public computer labs

Austin Free-Net *(AFN) is a 501(c)(3) nonprofit organization focused on providing technology training and access for the community, fostering skills that enable people to succeed in the digital age. AFN computer labs are open to all; our focus in on underserved communities. The knowledge we offer helps people obtain jobs, improve their lives and participate as active citizens.*

AFN's office is located at 2209 Rosewood Avenue, Austin Texas 78702; phone: 512.236.8225. For more see www.austinfree.net .

Technology For All *(TFA) is a 501(c)(3) nonprofit organization focused on empowering low-income and under-resourced communities through the tools of technology. In the Houston area, Technology For All has helped create and develop over 180 community technology centers (CTCs) in collaboration with community-based organizations across the region. Since 1997, TFA has also provided supportive services with public computer center sites and community technology organizations in 56 U.S. cities.*

TFA's offices are located in Houston's East End at 2220 Broadway, Houston, Texas 77012; phone: 713-454-6400. For more see www.techforall.org .

Item 45

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Michael Winn, 854-4728
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Services Election Agreements to conduct elections for Austin Community College, Barton Springs/Edwards Aquifer Conservation District, Travis County Healthcare District D/B/A Central Health and Southeast Travis Co MUD 1 and 2.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Service Election Agreements to conduct entity elections

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587
Gail Fisher, Elections Division Manager, 854-9193 / 632-5916
Michael Winn, Assistant Director of Elections, 854-4728 / 632-5927

Related Departments:
Daniel Bradford, County Attorney's Office, 854-3718

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.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Austin Community College District enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise

provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.

(H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a Participating Entity election;

(6) administering the Participating Entity's duties under state and local campaign finance laws;

(7) having a Participating Entity representative serve as the custodian of its election records; and

(8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

(E) Linda K. Young will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Linda K. Young will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. Linda K. Young will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

(2) the precincts to be used for each election and each jurisdiction described in Subsection 1.

(3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

(A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.

(B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by Linda K. Young. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer

the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

(1) an itemized list of each election expense incurred;

(2) the corresponding budget estimate for each item listed;

(3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

(4) an itemization of any adjustments or credits to the first post-election invoice; and

(5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;

(E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.

(D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.

(E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).

(G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election

workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Linda K. Young
Election Administrator
5930 Middle Fiskville Road
Austin, TX 78752

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box,

and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments
Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Austin Community College District
5930 Middle Fiskville Road
Austin, TX 78752

(N) This agreement is effective upon execution by both parties and is for one year.

(O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 18th day of September, 2012.

AUSTIN COMMUNITY COLLEGE DISTRICT

BY: Barbara Mink
Dr. Barbara Mink
Board Chair

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English an Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:
$1675 each location
($1500 for operating costs +$150 for 10% admin fee + $25 for equipment usage fee)
This rate is a not- to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:
Cost depends upon participation
If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:
Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:
Per day $275
All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Barton Springs/Edwards Aquifer Conservation District ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.

(H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in

Participating Entity elections in compliance with all applicable law.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a Participating Entity election; administering the Participating Entity's duties under state and local campaign finance laws; having a Participating Entity representative serve as the custodian of its election records; and filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

(E) Dana Wilson will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Dana Wilson will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. Dana Wilson will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

(2) the precincts to be used for each election and each jurisdiction described in Subsection 1.

(3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

(A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.

(B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the

County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by Dana Wilson, Senior Administrative Programs Manager. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

(1) an itemized list of each election expense incurred;

(2) the corresponding budget estimate for each item listed;

(3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

(4) an itemization of any adjustments or credits to the first post-election invoice; and

(5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost.

(E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.

(D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.

(E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).

(G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Barton Springs/Edwards Aquifer Conservation District
Dana Wilson, Senior Administrative Programs Manager
1124 Regal Row
Austin, Texas 78748

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
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Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Barton Springs/Edwards Aquifer Conservation District
1124 Regal Row
Austin, Texas 78748

(N) This agreement is effective upon execution by both parties and expires on (July 1, 2014) and renews automatically for (one) additional (three)-year term unless one party notifies the other party in writing that it wants to terminate the agreement.

(O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 13th day of September, 2012.

BARTON SPRINGS/EDWARDS AQUIFER CONSERVATION DISTRICT

BY: Mary Stone
Mary Stone
President, Board of Directors

BY: Craig Smith
Craig Smith
Secretary, Board of Directors

APPROVED AS TO FORM; BY _____
William D. Dugat, III

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 20____.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts
Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:
$1675 each location
($1500 for operating costs +$150 for 10% admin fee + $25 for equipment usage fee)
This rate is a not- to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:
Cost depends upon participation
If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:
Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day	$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and the Travis County Healthcare District d/b/a Central Health ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I. (A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

Dana DeBeauvoir
County Clerk
Travis County, Texas

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(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.

(H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I. (A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a Participating Entity election;

(6) administering the Participating Entity's duties under state and local campaign finance laws;

(7) having a Participating Entity representative serve as the custodian of its election records; and

(8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

(E) Patricia A. Young Brown will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Patricia A. Young Brown will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. Patricia A. Young Brown will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

(2) the precincts to be used for each election and each jurisdiction described in Subsection 1.

(3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

(A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.

(B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by Ann-Marie Price, Director of Government Affairs. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the

Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI. (C).

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

(1) an itemized list of each election expense incurred;

(2) the corresponding budget estimate for each item listed;

(3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

(4) an itemization of any adjustments or credits to the first post-election invoice; and

(5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;

(E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.

(D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.

(E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).

(G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the

use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

CENTRAL HEALTH
Patricia A. Young Brown, President and CEO
1111 E. Cesar Chavez
Austin, Texas 78702

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments
Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

CENTRAL HEALTH
Patricia A. Young Brown, President and CEO
1111 E. Cesar Chavez
Austin, Texas 78702

(N) This agreement is effective upon execution by both parties and expires on July 1, 2014 and renews automatically for one additional three-year term unless one party notifies the other party in writing that it wants to terminate the agreement.

(O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 24rd day of August, 2012.

CENTRAL HEALTH

BY: _____
Patricia A. Young Brown
President and CEO

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English an Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:
$1675 each location
($1500 for operating costs +$150 for 10% admin fee + $25 for equipment usage fee)
This rate is a not- to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:
Cost depends upon participation
If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:
Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:
Per day $275
All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Southeast Travis County Municipal Utility District No. 1 ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an

election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.

(H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a Participating Entity election;

(6) administering the Participating Entity's duties under state and local campaign finance laws;

(7) having a Participating Entity representative serve as the custodian of its election records; and

(8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

(E) The legal assistant to the attorney for the District will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Prior to each election, the Participating Entity will designate a person who will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The legal assistant to the attorney for the District will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel;

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

(2) the precincts to be used for each election and each jurisdiction described in Subsection 1.

(3) for each election, the Participating Entity's projected share of election costs

determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

(A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.

(B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by the Participating Entity's legal counsel or his or her legal assistant. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall

be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

(1) an itemized list of each election expense incurred;

(2) the corresponding budget estimate for each item listed;

(3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

(4) an itemization of any adjustments or credits to the first post-election invoice; and

(5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;

(E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.

(D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.

(E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).

(G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election

workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
c/o Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Southeast Travis County Municipal Utility District No. 1
c/o Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

(N) This agreement is effective upon execution by both parties and expires on July 1, 2014 and renews automatically for one additional three-year term unless one party notifies the other party in writing that it wants to terminate the agreement.

(O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 7th day of August, 2012.

SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

BY: _____
Robert Kleeman, President
Board of Directors

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English an Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:
$1675 each location
($1500 for operating costs +$150 for 10% admin fee + $25 for equipment usage fee)
This rate is a not- to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:
Cost depends upon participation
If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:
Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:
Per day $275
All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code ("Code") and Chapter 791 of the Texas Government Code, Travis County and Southeast Travis County Municipal Utility District No. 2 ("Participating Entity") enter into this agreement for the Travis County Clerk, as the County's Election Officer, to conduct the Participating Entity's elections, including runoffs, and for the Participating Entity's use of the County's current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

(A) Except as otherwise provided in this agreement, the term "election" refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.

(B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.

(C) Except as otherwise provided in this agreement, the term "Election Officer" refers to the Travis County Clerk.

(D) Except as otherwise provided in this agreement, the term "precinct" means all precincts in the territory of the Participating Entity within Travis County.

(E) Except as otherwise provided in this agreement, the term "fiscal year" refers to a time period that begins on October 1 and closes on September 30 of each year.

(F) Except as otherwise provided in this agreement, the term "election services" refers to services used to perform or supervise any or all of the duties and functions that an

election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term "cost for election services" includes the costs for personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

(G) Except as otherwise provided in this agreement, the cost for "use of voting equipment" is the amount the Participating Entity agrees to pay the County for use of the County's DRE equipment.

(H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.

(I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).

(J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY'S USE OF VOTING EQUIPMENT

(A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

(A) The Travis County Election Officer ("Election Officer") is appointed to serve as the Participating Entity's Election Officer and Early Voting Clerk to conduct the Participating Entity's elections described in Section I.

(B) As the Participating Entity's Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.

(C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

(1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;

(2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;

(3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;

(4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;

(5) conducting the official canvass of a Participating Entity election;

(6) administering the Participating Entity's duties under state and local campaign finance laws;

(7) having a Participating Entity representative serve as the custodian of its election records; and

(8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.

(D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.

(E) The legal assistant to the attorney for the District will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. Prior to each election, the Participating Entity will designate a person who will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The legal assistant to the Attorney for the District will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

(A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.

(B) The Election Officer will assume the responsibility for recruiting election personnel.

(C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.

(D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.

(E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

(A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.

(B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:

(1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

(2) the precincts to be used for each election and each jurisdiction described in Subsection 1.

(3) for each election, the Participating Entity's projected share of election costs

determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.

(4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

(A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.

(B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to michael.winn@co.travis.tx.us. Email notification shall be sent by the attorney for the Participating Entity or his or her legal assistant. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall

be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

(C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.

(D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for "upfront" costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:

(1) an itemized list of each election expense incurred;

(2) the corresponding budget estimate for each item listed;

(3) for each final invoice item, the Participating Entity's pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;

(4) an itemization of any adjustments or credits to the first post-election invoice; and

(5) the total payment due from the Participating Entity for any portion of the Participating Entity's costs not included in the Participating Entity's payment under Subsection V.(B) or not included as payment for an "upfront" cost;

(E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

(A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.

(B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.

(D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.

(E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay $5 for each unit of electronic voting system equipment installed at a polling place; and $5 for each unit of other electronic equipment used to conduct the election or provide election services.

(F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).

(G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

(A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.

(B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election

workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

(C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2
c/o Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by either party of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) 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 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:

Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Southeast Travis County Municipal Utility District No. 2
c/o Sue Brooks Littlefield
Armbrust & Brown, PLLC
100 Congress Avenue, Suite 1300
Austin, Texas 78701

(N) This agreement is effective upon execution by both parties and expires on July 1, 2014 and renews automatically for one additional three-year term unless one party notifies the other party in writing that it wants to terminate the agreement.

(O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.

(P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this 7th day of August, 2012.

SOUTHEAST TRAVIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 2

BY: _____
J. Robert Long, President
Board of Directors

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English an Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:
$1675 each location
($1500 for operating costs +$150 for 10% admin fee + $25 for equipment usage fee)
This rate is a not- to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:
Cost depends upon participation
If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:
Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:
Per day $275
All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.

Item 46

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Elizabeth Montgomery, 854-3124
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Consider and take appropriate action on recommendation to replace members to the Compensation Committee.

A. Appoint a member to replace Susan Spataro
B. Appoint a member to replace Joe Harlow

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:
James W. Collins, County Attorney, 854-9415

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.

DAVID A. ESCAMILLA
COUNTY ATTORNEY

STEPHEN H. CAPELLE
FIRST ASSISTANT

JAMES W. COLLINS
EXECUTIVE ASSISTANT

County of TRAVIS
STATE OF TEXAS

314 W. 11TH STREET
GRANGER BLDG., SUITE 300
AUSTIN, TEXAS 78701

P.O. BOX 1748
AUSTIN, TEXAS 78767

(512) 854-9415
FAX: (512) 854-9316

September 18, 2012

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

Re: Agenda Request
Recommendation to replace members to the Compensation Committee

Dear Judge Biscoe:

Enclosed are an original and eight copies of the above-mentioned item. Pursuant to the rules and procedures of the Travis County Commissioners Court, I have reviewed this item and request that you consider placing this on the September 25, 2012, Voting Session of the Travis County Commissioners Court.

The Compensation Committee recommends appointing Nicki Riley to replace Susan Spataro and Tanya Acevedo to replace Joe Harlow.

If you have any questions with respect to this matter or if I can be of any other aid to you, please feel free to call on me.

Sincerely,

James W. Collins
Executive Assistant

JWC/erm
Enclosure

278010-1

cc: Tanya Acevedo
Susan Bell
Michelle Brinkman
Leslie Browder
Terri Brown
Brit Canary
Sherri Fleming
Debra Hale
Danny Hobby
Roger Jefferies
Carol Joseph
Peg Liedtke
Tina Morton
Todd Osburn
Greg Powell
Nicki Riley
Vicki Skinner

Item C3

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of August 21 and 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Commissioners Court Tuesday, August 21, 2012 Voting Session

Minutes Prepared by the Travis County Clerk 512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on August 21, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Robert Resnick.

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

Special note:

Travis County Commissioners Court is now located at 700 Lavaca St.

However, please review future agendas carefully for meeting location for budget and tax rate items.

Public Hearings

1. Receive comments on Fiscal Year 2013 Travis County District Clerk's Records Management Plan. (Action Item #24)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Members of the Court heard from:
Michelle Brinkman, Chief Deputy, District Clerk's Office

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

2. Receive comments regarding the annual written plans for the 0108 (028) Records Management Preservation Fund and 0129 (057) County Clerk's Records Archival Fund. (Action Item #25)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Members of the Court heard from:
Dana DeBeauvior, County Clerk

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

3. Receive comments regarding fee increase proposals for the use of the MyPermitNow web-based permitting application by the Transportation and Natural Resources Department and Travis County Fire Marshal's Office. (Action Item #11)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Members of the Court heard from:
Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
Anna Bowlin, Division Director, Engineering Services, TNR
Stacey Scheffel, Program Manager, On-site Sewage Facilities, TNR
Hershel Lee, Travis County Fire Marshal
Dr. John K. Kim, Travis County Resident
Ronnie Gjemre, Travis County Resident

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Ms. Philip A. Dick, Travis County Resident
Anthony Walker, Travis County Resident
Dr. John K. Kim, Travis County Resident
Ronnie Gjemre, Travis County Resident

Resolutions and Proclamations

4. Consider and take appropriate action on Proclamation recognizing Susan Spataro, County Auditor, upon her retirement after 24 years of dedicated service.

   Members of the Court heard from:
   Susan Spataro, Travis County Auditor
   April Bacon, Chief Assistant II, Travis County Auditor's Office
   Leroy Nellis, Transition Budget Director, Planning and Budget Office (PBO)
   Brett Spicer, Senior Deputy, Law Enforcement, Travis County Sheriff's Office (TCSO) and President, Travis County Law Enforcement Association (TCLEA)
   Bruce Elfant, Constable Precinct Five
   Dolores Ortega-Carter, Travis County Treasurer
   Dan Mansour, Risk Manager, Human Resources and Management Department (HRMD)
   Ronnie Gjemre, Travis County Resident
   Shyra Darr, Former Travis County Employee
   Keith Zimmerman, Travis County Resident
   Danny Hobby, County Executive, Emergency Services

   MOTION: Approve the Proclamation in Item 4.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Margaret J. Gómez, Commissioner
   SECONDER: Ron Davis, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Special Item

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

   Members of the Court heard from:
   Hershel Lee, Travis County Fire Marshal

   RESULT: **DISCUSSED**

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

Purchasing Office Items

6. Declare certain items surplus property and sell at public auction, pursuant to Section 263.151.

   RESULT: **ADDED TO CONSENT**

7. Approve Services Agreement for software product demonstration to the producer, COPsync, Inc., and authorize the Purchasing Agent to sign the agreement.

   RESULT: **ADDED TO CONSENT**

8. Approve order exempting the purchase of Zumro Air Shelters from Progressive Emergency Products from the competitive procurement process pursuant to Section 262.024(a)(2) of the County Purchasing Act.

   RESULT: ADDED TO CONSENT

9. Approve order exempting the purchase of tree removal and pruning services at Webberville Park from Davey Tree Expert Co. from the competitive procurement process, pursuant to Section 262.024(a)(2) of the County Purchasing Act.

   RESULT: ADDED TO CONSENT

10. Approve Contract Award for imaging and document management system, Contract No. 4400001068, to the highest qualified respondent, Image Soft, Inc.

    Members of the Court heard from:
    Dana DeBeauvior, Travis County Clerk
    Bonnie Floyd, Assistant Purchasing Agent
    Bob Trautman, Division Director, Information Technology, Travis County Clerk's Office

    MOTION: Approve Item 10.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Margaret J. Gómez, Commissioner
    SECONDER: Ron Davis, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
    ABSENT: Sarah Eckhardt

Transportation and Natural Resources Dept. Items

11. Consider and take appropriate action on fee increase proposals for the use of the MyPermitNow web-based permitting application by:

    a. The Transportation and Natural Resources Department; and

    b. The Fire Marshal's Office.

    RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the following:

    a. Briefing on regional transportation partnership funding mechanisms; and

    Judge Biscoe announced that Item 12.a would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    Members of the Court heard from:
    Steve Manilla, County Executive, Transportation and Natural Resources (TNR)
    Steve Metcalf, Whisper Valley Development
    Jenny Harris, representing Ed Wolf, landowner
    Anna Bowlin, Division Director, Engineering Services, TNR
    Tom West, Park Springs Neighborhood Association
    Maura Phelan, Park Springs Neighborhood Association
    Tom Nuckols, Assistant County Attorney

    RESULT: DISCUSSED

b. The Lazy Nine Municipal Utility District No 1A's application for approval of road powers.

Members of the Court heard from:
Anna Bowlin, Division Director, Engineering Services, TNR

MOTION: Approve Item 12.b.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Clerk's Note: The County Judge noted that without objection the Court, on approving Item 12.b, reflects the approval of the request from both Lazy Nine MUD 1A and Lazy Nine MUD 1B for road powers.

13. Consider and take appropriate action on a Cash Security Agreement with Gehan Homes Ltd. for sidewalk fiscal for Steiner Ranch Phase 1 Section 10E Lots 1-2 Block B, in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

Planning and Budget Dept. Items

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

RESULT: **NOT NEEDED**

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

a. Ratification of an amended application to the Office of the Governor, Criminal Justice Division, to receive United States Department of Justice one-time resources for a command and support vessel for the Lake Travis Patrol Unit of the Travis County Sheriffs Office;

b. Annual contract with the Office of Attorney General to continue the Victim Coordinator and Liaison Grant Program in the District Attorney's Office;

c. Annual contract with the Texas Department of Transportation to continue the Underage Drinking Prevention Program in the County Attorney's Office; and

d. Permission to continue the Family Violence Accelerated Prosecution Program in the County Attorney's Office until a forthcoming agreement is fully executed.

RESULT: **ADDED TO CONSENT**

16. 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 $1,381,884.98 for the period of August 3 to August 9, 2012.

RESULT: **ADDED TO CONSENT**

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

RESULT: **ADDED TO CONSENT**

18. Consider and take appropriate action on draft newspaper advertisements, including:

    a. Public hearing at 314 West 11th Street, Granger Building, Austin, Texas on September 25, 2012 regarding the proposed Fiscal Year 2013 Travis County Budget;

    b. Notice of public hearings on tax increase at 700 Lavaca Street, Austin, Texas on September 11 and 14, 2012; and

    c. Notice of vote on tax rate at 314 West 11th Street, Granger Building, Austin, Texas on September 25, 2012.

    Members of the Court heard from:
    Leslie Browder, County Executive, PBO
    Jessica Rio, Budget Director, PBO

    MOTION: Approve Item 18.a–c.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

19. In accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 10.043 Holidays and 10.044 Personal Holidays, respectively, discuss and approve holidays effective October 1, 2012 through December 31, 2013.

    Members of the Court heard from:
    Leslie Browder, County Executive, PBO
    Norman McRee, Financial Analyst, HRMD

    MOTION: Approve Item 19.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Sarah Eckhardt, Commissioner
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

20. Receive and take appropriate action on results of a County employee survey regarding cafeteria services at the Ned Granger Building.

    Members of the Court heard from:
    Leslie Browder, County Executive, PBO
    Roger El Khoury, Director, Facilities Management

    RESULT: **DISCUSSED**

21. Receive update and take appropriate action regarding the 700 Lavaca building cafeteria.

    Members of the Court heard from:
    Leslie Browder, County Executive, PBO
    Doris Zagst, Building Manager, 700 Lavaca Street
    Tenley Aldredge, Assistant County Attorney
    Ed Davis, representing Luby's
    Roger El Khoury, Director, Facilities Management

    RESULT: **DISCUSSED** **Reset for: 9/4/2012**

Justice and Public Safety Items

22. Consider and take appropriate action to terminate the Interlocal Agreement with the Lower Colorado River Authority and Mutual Aid Agreements with the Capital Area Council of Governments and other jurisdictions and use the State Mutual Aid Agreement to request and/or provide assistance.

    Members of the Court heard from:
    Danny Hobby, County Executive, Emergency Services
    Pete Baldwin, Travis County Emergency Management Coordinator
    Barbara Wilson, Assistant County Attorney

    MOTION: Approve the Resolution terminating the agreements and authorize the County Judge to sign on behalf of the Commissioners Court, and that the Court be advised of any misunderstandings that occur.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

    Clerk's Note: By approving the Resolution the Court directs Staff to distribute the signed Resolution to all affected parties.

23. Consider and take appropriate action on authorizing the Travis County Emergency Management Coordinator to sign the Fire Mitigation Assistance Grant Project Worksheets submitted by the Federal Emergency Management Agency for The Hodde Lane, Steiner Ranch and Pedernales Fires.

    Members of the Court heard from:
    Pete Baldwin, Travis County Emergency Management Coordinator

    MOTION: Approve Item 23.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Other Items

24. Consider and take appropriate action on Fiscal Year 2013 District Clerk's Records Management Plan.

    RESULT: **ADDED TO CONSENT**

25. Consider and take appropriate action to approve the annual written plans for the 0108 (028) Records Management Preservation Fund and 0129 (057) County Clerk's Records Archival Fund.

    RESULT: **ADDED TO CONSENT**

26. Consider and take appropriate action regarding a status report from the County Auditor on issues regarding the office and the financial condition of the County, including updates and information on projects, committees, office activities and any other issues potentially affected by her transition from office.

    Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    Members of the Court heard from:
    Susan Spataro, Travis County Auditor
    Rick Miller, Project Manager, Labyrinth Solutions, Inc. (LSI)
    Lee Nelson, Partner, LSI
    Christina Adair, Chief Assistant II, Travis County Auditor's Office
    Leroy Nellis, Transition Budget Director, PBO
    The Honorable Lora Livingston, Judge, 261st District

    RESULT: DISCUSSED

27. Receive briefing and take appropriate action on County Judge's duty to call the November 6, 2012 election as required by Section 3.004 of the Election Code.

    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

28. Receive briefing from County Attorney and take appropriate action concerning whether to file suit against Steffon Banks to recover damages to a County-owned guardrail. [1]

    Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Authorize the County Attorney's Office to file suit against Steffon Banks.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Ron Davis, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

29. Receive briefing from County Attorney and take appropriate action regarding whether to appeal FEMA's decision pertaining to Travis County's applications for financial assistance under the Fire Management Assistance Grants Nos. 2957, 2959 and 2960. [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: Authorize the County Attorney to file an appeal on the Commissioners

Court's behalf in these three claims.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

30. Consider and take appropriate action on a counter-offer received by Travis County from Rodney Dean Grobowsky and Jon David Grobowsky for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four. (Commissioner Gómez) [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: Instruct Staff to counter with an offer of $80,000.00.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

31. Consider and take appropriate action to acquire a conservation easement in eastern Travis County, as part of the 2011 Bond Program in Precinct One. (Commissioner Davis) [1 and 2]

Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the letter with general terms in Item 31.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

32. Receive briefing from County Attorney and take appropriate action regarding Susan Roehm claim. [1]

Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Take no action, which will leave the parties where they were before today.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

33. Receive briefing and take appropriate action regarding Circuit of the Americas and Formula One. [1]

Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize Staff to sign the proposed agreements on Kellam Road.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber, Margaret J. Gómez
NAYS: Sarah Eckhardt

34. Consider and take appropriate action on Economic Development Agreement with Austin Executive Airport. [5]

RESULT: **POSTPONED** **Reset for: 8/28/2012**

35. Consultation with County Attorney and take appropriate action regarding Michael Cargill v. Jaime Adan Ballesteros et al.; Cause No. D-1-GN-12-002377, including whether to authorize County Attorney to hire outside counsel. [1]

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 8/28/2012**

36. Consider and take appropriate action on annual grant contract with the Texas Department of Housing And Community Affairs to continue the Comprehensive Energy Assistance Program managed by Health and Human Services. [1]

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Execute the contract and direct Staff to start working on the issues discussed.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber
NAYS: Margaret J. Gómez

Consent Items

Members of the Court heard from:
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1-C3 (excluding July 17 and 24, 2012) and Agenda Items 6, 7, 8, 9, 11.a-b, 13, 15.a-d, 16, 17, 24, 25, and 27.
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 July 10, 17, 24 and 31, 2012.

MOTION:	Approve the Commissioners Court Minutes for the July 17 and 24, 2012 Voting Sessions.
RESULT:	**APPROVED [3 TO 0]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Ron Davis, Commissioner
AYES:	Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
ABSTAIN:	Sarah Eckhardt, Karen L. Huber

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, August 28, 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 August 28, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Robert Resnick.

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 on behalf of Health Facilities Development Corporation of Central Texas, Inc. regarding issuance of Health Facilities Development Corporation of Central Texas, Inc. Revenue Bonds (Lutheran Social Services of the South Obligated Group Project), Series 2012 related to the financing of certain administrative offices of Lutheran Social Services of the South. (Action Item #26)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Members of the Court heard from:
Cliff Blount, General Counsel, Naman, Howell, Smith & Lee, LLP
Andrea Shields, Manager, Travis County Corporations

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Citizens Communication

Members of the Court heard from:
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)
Dr. Phil Huang, Medical Director, Austin Travis County Health and Human Services (A-TCHHS)

Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident

Special Item

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

   Members of the Court heard from:
   Hershel Lee, Travis County Fire Marshal

   RESULT: **DISCUSSED**

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

Resolutions and Proclamations

3. Approve Proclamation declaring the month of September 2012 as "National Preparedness Month" in Travis County and encourage all residents of Travis County to remember the 2011 fires one-year anniversary, become fire wise and implement necessary changes to reduce the risk of loss from wildfires, hurricanes, floods and other destructive events that can impact the County. (Commissioner Huber)

   Members of the Court heard from:
   Pete Baldwin, Travis County Emergency Management Coordinator
   Flo Solis, Chief, Emergency Services District #4 (ESD #4)
   Ron Moellenberg, Chief, ESD #2
   Jim Linardos, Chief, ESD #6
   Mike Elliott, Chief, ESD #9
   John Jackson, Member, Board of Commissioners, ESD #10
   Hershel Lee, Travis County Fire Marshal

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

4. Approve Proclamation commending the Spicewood Long Term Recovery Committee for work on behalf of the Spicewood area residents in the year after the 2011 Labor Day fires. (Commissioner Huber)

   Members of the Court heard from:
   Karen Lacey, Secretary and Treasurer, Spicewood Long Term Recovery Committee
   Danny Hobby, County Executive, Emergency Services
   Ronnie Gjemre, Travis County Resident

   MOTION: Approve the Proclamation in Item 4.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Karen L. Huber, Commissioner
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Transportation and Natural Resources Dept. Items

5. Consider and take appropriate action on a Cash Security Agreement with Highland Homes, Ltd-Austin for sidewalk fiscal for West Cypress Hills Phase 1 Section 2 Lot 18 Block 1 in Precinct Three. (Commissioner Huber)

   RESULT: ADDED TO CONSENT

6. Consider and take appropriate action on a Cash Security Agreement with Russell Eppright Custom Homes for sidewalk fiscal for Lake Pointe Section 7 Lot 2 Block C in Precinct Three. (Commissioner Huber)

   RESULT: ADDED TO CONSENT

7. Consider and take appropriate action to approve the Balcones Canyonlands Conservation Plan public participation fee structure for Fiscal Year 2013. (Commissioner Huber)

   RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on a request for a partial plat vacation of the Ridgeview Phase I Final Plat in Precinct Three. (Commissioner Huber)

   RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

9. Consider and take appropriate action on items related to environmental clearance for Travis County's Community Development Block Grant Homebuyer Assistance Program with funding provided by the U.S. Department of Housing and Urban Development:

   a. Certificate of Exemption for $78,927 for program management, conducting environmental clearances for individual properties, marketing and other allowable project delivery activities; and

   b. Delegate signature authority to the Travis County Health and Human Services and Veterans Service County Executive to environmentally clear each property so long as neither a full environmental assessment nor any mitigation measures are required.

   RESULT: ADDED TO CONSENT

10. Receive update from Texas AgriLife Travis County on the Master Gardener Program.

    Members of the Court heard from:
    Sherri Fleming, County Executive, TCHHS&VS
    Dolores Sandman, Director, Texas AgriLife Extension Service
    Daphne Richards, County Extension Agent-Horticulture, Texas AgriLife Extension Service
    Jackie Johnson, President, Master Gardeners Association
    Ronnie Gjemre, Travis County Resident

    RESULT: DISCUSSED

11. Consider and take appropriate action to approve a request from Travis County Health and Human Services and Veterans Service for permission to use general fund for the Children's Continuum to send staff from partner agency to training.

    RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the following budget issues in the Health and Human Services and Veterans Service Department:

    a. Transfer $28,000 from the Fiscal Year 2012 budget to ITS for the purchase of laptop computers instead of desktop equipment; and

    b. The need for departmental personnel for the pickup and delivery of food for pantry services to residents.

    RESULT: ADDED TO CONSENT

    Consider and take appropriate action on the following budget issues in the Health and Human Services and Veterans Service Department:

    a. Transfer $28,000 from the Fiscal Year 2012 budget to ITS for the purchase of laptop computers instead of desktop equipment; and

    b. The need for departmental personnel for the pickup and delivery of food for pantry services to residents.

    Members of the Court heard from:
    Sherri Fleming, County Executive, TCHHS&VS
    Steve Manilla, County Executive, Transportation and Natural Resources (TNR)

    RESULT: DISCUSSED **Reset for: 9/4/2012**

Planning and Budget Dept. Items

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

    Members of the Court heard from:
    Steven Broberg, Director, Records Management and Communication Resources (RMCR)

    MOTION: Approve Item 13.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Sarah Eckhardt, Commissioner
    SECONDER: Karen L. Huber, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

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

    a. Application to the Texas Parks and Wildlife Department for Transportation and Natural Resources to construct a boat ramp at Pace Bend Park at Tournament Point;

    b. Application to the Lady Bird Johnson Wildflower Center for the Transportation and Natural Resources Department to restore habitat for the Black Capped Vireo on conservation easement lands;

c. Amendment to the existing Flood Mitigation Assistance Planning Grant with the Texas Water Development Board in the Transportation and Natural Resources Department;

d. Permission to continue the Family Drug Treatment Court in the Civil Courts until an agreement is fully executed;

e. Permission to continue the Travis County Veterans Court in the Criminal Courts until an agreement is fully executed;

f. Permission to continue the Drug Diversion Court Program in Pretrial Services until an agreement is fully executed;

g. Permission to continue the Juvenile Accountability Block Grant Local Assessment Center Program in Juvenile Probation until an agreement is fully executed; and

h. Permission to continue the Residential Substance Abuse Treatment Program in Juvenile Probation until an agreement is fully executed.

RESULT: **ADDED TO CONSENT**

15. 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 $705,900.25 for the period of August 10 to August 16, 2012.

RESULT: **ADDED TO CONSENT**

16. Consider and take appropriate action on the following items for Human Resources Management Department:

a. Proposed routine personnel amendments; and

b. Non-routine request from District Clerk as approved by the Commissioners Court in Agenda Item #15 on September 8, 2009.

RESULT: **ADDED TO CONSENT**

17. Consider and take appropriate action on request to authorize the Strategic Planning Manager in the Planning & Budget Office and one Civil Judge to travel to Toronto to be guest speakers at the American Institute of Architects Academy of Architecture for Justice Conference in October 2012.

Members of the Court heard from:
Leslie Browder, County Executive, Planning and Budget Office (PBO)

MOTION: Approve Item 17.
RESULT: **APPROVED [3 TO 2]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber
NAYS: Ron Davis, Margaret J. Gómez

18. Consider and take appropriate action on request to approve order amending Chapter 23 (Investment Policy and Procedures) of the Travis County Code.

Members of the Court heard from:
Debbie Laudermilk, Investment Manager, Cash/Investment Management

MOTION: Approve Item 18.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

19. Consider and take appropriate action on request to approve amendments to 2011 Depository Contract schedule of fees.

Members of the Court heard from:
Debbie Laudermilk, Investment Manager, Cash/Investment Management

MOTION: Approve Item 19.
RESULT: **APPROVED [4 TO 0]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

20. Consider and take appropriate action on proposed Fiscal Year 2013 indirect cost rates.

RESULT: **ADDED TO CONSENT**

21. Consider and take appropriate action on the following space allocations for the renovation of the Ned Granger Building, pursuant to the Central Campus Facilities Master Plan and the recent relocation of several County offices and departments from the Granger Building to the 700 Lavaca Building:

a. Allocation of all office suites on the 2nd floor to the District Attorney;

b. Allocation of Office Suite 100A on the 1st floor, and all office suites on the 3rd, 4th, and 5th floors to the County Attorney;

c. Allocation of the former Commissioners Courtroom to become a large conference room;

d. Allocation of Office Suite 110 and 140 to the Records Management and Communication Resources Law Library/Self Help Center; and

e. Relocation of the cafeteria from the 3rd floor to the 1st floor and approve allocation of Suite 160 on the 1st floor for the cafeteria.

Members of the Court heard from:
Leslie Browder, County Executive, PBO
Leslie Stricklan, Project Manager, Facilities Management
Gabriel Stock, Senior Architectural Associate, Facilities Management
John Carr, Engineering Division Manager, Facilities Management
John Hille, Assistant County Attorney
Ronnie Gjemre, Travis County Resident

RESULT: **DISCUSSED** **Reset for: 9/11/2012**

Purchasing Office Items

22. Approve Modification No. 13 to Interlocal Agreement No. 4400000374 (HTE Contract No. IL070037RE), Austin Travis County Mental Health and Mental Retardation Center D/B/A Austin Travis County Integral Care for system of care services.

    RESULT: **ADDED TO CONSENT**

23. Approve Modification No. 6 to Contract No. 4400000014 (HTE Contract No. 05AE0138JJ), MWM Design Group, for Howard Lane I Design Project.

    RESULT: **ADDED TO CONSENT**

24. Approve twelve-month extension (Modification No. 10) to Contract No. 4400000013 (HTE Contract No. 03T00288OJ), Appriss, Inc., for the Texas VINE Services Agreement.

    RESULT: **ADDED TO CONSENT**

25. Consider and take appropriate action regarding a Chief Information Officer (CIO) in the Information and Technology Services Department (ITS), RFS No. 06032012, Including:

    a. Whether to interview the top recommended candidate and when;

    b. Whether to authorize the Purchasing Agent to engage in further contract negotiations with the Lucas Group for Interim CIO and IT Assessment Services;

    c. Whether to authorize the Purchasing Agent to engage in contract negotiations with the Lucas Group to perform a gap analysis of the ITS Department; and/or

    d. Whether to direct the County Executive of Planning and Budget to develop a process to recruit a Chief Information Officer.

    Members of the Court heard from:
    Cyd Grimes, Purchasing Agent
    Leslie Browder, County Executive, PBO

    MOTION: Approve Item 25.d, start the process to hire a Chief Information Officer (CIO) and undertake an assessment of the Information Technology Department once the new CIO is in place.
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner

    FRIENDLY AMENDMENT: That PBO bring a process for hiring the CIO back to the Commissioners Court for approval.
    MOVER: Karen L. Huber, Commissioner
    RESULT: **FRIENDLY AMENDMENT ACCEPTED**

    Clerk's Note: A Vote on the Standing Motion was taken.

    RESULT: **APPROVED [4 TO 0]**
    AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
    ABSTAIN: Ron Davis

Other Items

26. Consider and take appropriate action to approve Resolution approving the issuance of Health Facilities Development Corporation of Central Texas, Inc. Revenue Bonds (Lutheran Social Services of the South Obligated Group Project), Series 2012.

    RESULT: **ADDED TO CONSENT**

27. Consider and take appropriate action on request to change towing fees for Travis County Sheriff's Office.

    Members of the Court heard from:
    Phyllis Clair, Major, Law Enforcement, Travis County Sheriff's Office (TCSO)
    Enrique Patino, Deputy, TCSO
    Jackie Milhim, Big A Towing
    Jim Connolly, Assistant County Attorney
    Billy Davenport, Austin Towing Association
    Steve Harper, Harpers Towing
    Danny Hobby, County Executive, Emergency Services
    Ronnie Gjemre, Travis County Resident

    MOTION: Approve the recommended fee increases effective January 1, 2013.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

28. Consider and take appropriate action regarding the agreement for assessment and collection services between Travis County and Lazy Nine Municipal Utility District No. 1B.

    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

29. Consultation with County Attorney and take appropriate action regarding a pending enforcement action involving a developer and violations of development regulations in the Mountain View subdivision. [1]

    Judge Biscoe announced that Item 29 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: **DISCUSSED** **Reset for: 9/11/2012**

30. Consider and take appropriate action on a counter-offer received by Travis County from Quarry Lot 8, Ltd. for sale of various parcels of property needed for right-of-way and associated

easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four. (Commissioner Gómez) [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.

RESULT: **DISCUSSED** **Reset for: 9/11/2012**

31. Consider and take appropriate action on a counter-offer received by Travis County from Dannelly Tract, Ltd. for sale of various parcels of property needed for right-of-way and associated easements, and required for transportation-related improvements planned as part of the Slaughter Lane (East) Roadway Improvement Project in Precinct Four. (Commissioner Gómez) [2]

    Judge Biscoe announced that Item 31 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

    RESULT: **DISCUSSED** **Reset for: 9/11/2012**

32. Consider and take appropriate action on request for financial incentives for Project Panther. [5]

    Judge Biscoe announced that Item 32 would be considered in Executive Session pursuant to Gov't. Code Ann 551.087, Economic Development Negotiations.

    RESULT: **DISCUSSED** **Reset for: 9/4/2012**

33. Consultation with County Attorney and take appropriate action regarding Circuit of the Americas and Formula One. [1]

    Judge Biscoe announced that Item 33 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: **DISCUSSED** **Reset for: 9/4/2012**

34. Consultation with County Attorney and take appropriate action regarding Michael Cargill v. Jaime Adan Ballesteros et al.; Cause No. D-1-GN-12-002377, including whether to authorize County Attorney to hire outside counsel. [1]

    Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Appoint John F. McCormick to represent Constable Ballesteros, Precinct Two as outside legal counsel on this matter.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

35. Consultation with County Attorney and take appropriate action regarding:

    a. Requirements in contracts with Labyrinth Solutions, Inc. (LSI Consulting) and SAP for implementation of Better Enterprise Financial Information for Travis County (BEFIT); and

b. Roles and responsibilities of County Auditor and Commissioners Court on accounting and audit services and County programs. 1

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

RESULT: **DISCUSSED** **Reset for: 9/4/2012**

Consent Items

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C4 and Agenda Items 5, 6, 7, 8, 9.a–b, 11, 12.a, 14.a–h, 15, 16.a–b, 20, 22, 23, 24, 26, and 28.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. Approve the Commissioners Court Minutes for the Voting Session of August 7, 2012.

C4. Approve setting a public hearing on Tuesday, September 18, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate the two five foot wide public utility easements located along the common lot line Lots 1083 and 1084 of Apache Shores Section 2 in Precinct Three. (Commissioner Huber)

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Item C4

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By: Joe Arriaga **Phone #:** 854-7562
Division Director/Manager: Anna Bowlin, Division Director, Development Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, October 30, 2012 to receive comments regarding plat for recording: Roundmountain Oaks, Revised Plat of Part of Lot 31- Final Plat (Revised Plat of Lot 31, Roundmountain Oaks - Subdivision Final Plat - Two Lots - Faubion Trail - Leander ETJ) in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The proposed revised plat is for the purpose of creating two additional single family lots totaling 12.02 acres out of the 29.87 acre of Lot 31 of the Roundmountain Oaks Subdivision Final Plat. Lot 31 has been split into 4 tracts, two of the tracts are part of the request. There are no new public or private streets proposed with this final plat. This plat is not subject parkland fees. Fiscal surety is not required for this short form plat. Water service to be provided by a private water supplier - Hills of Texas Bulk Water and wastewater service to be provided by on-site septic facilities. Applicant was granted a subdivision exemption from the City of Leander, therefore, the property owner did not have to plat and not subject to the city's subdivision regulations.

STAFF RECOMMENDATIONS:

As this revised final plat meets all Travis County standards and baring any new information, TNR Staff recommends approval.

ISSUES AND OPPORTUNITIES:

Notification

Public Notification of this revised plat was mailed to all lot owners of the original subdivison, Roundmountain Oaks. In addition, a newspaper noticed was also done as well a public notice sign. The sign was posted on the subject property to announce the date, time, and location of the public hearing. Should staff receive any inquiries from adjacent property owners as a result of the mailout or sign placement, an addendum to this back up memorandum will be provided to the Court prior to the public hearing.

Deed Restrictions
The property is subject to the deed restrictions approved when the subdivision was platted in 1977. The applicant has met with the homeowners association for approval to create the additional two lots. The proposed revised plat meets the deed restriction requirement of one acre per lot for future resubdivisions of the original lots.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

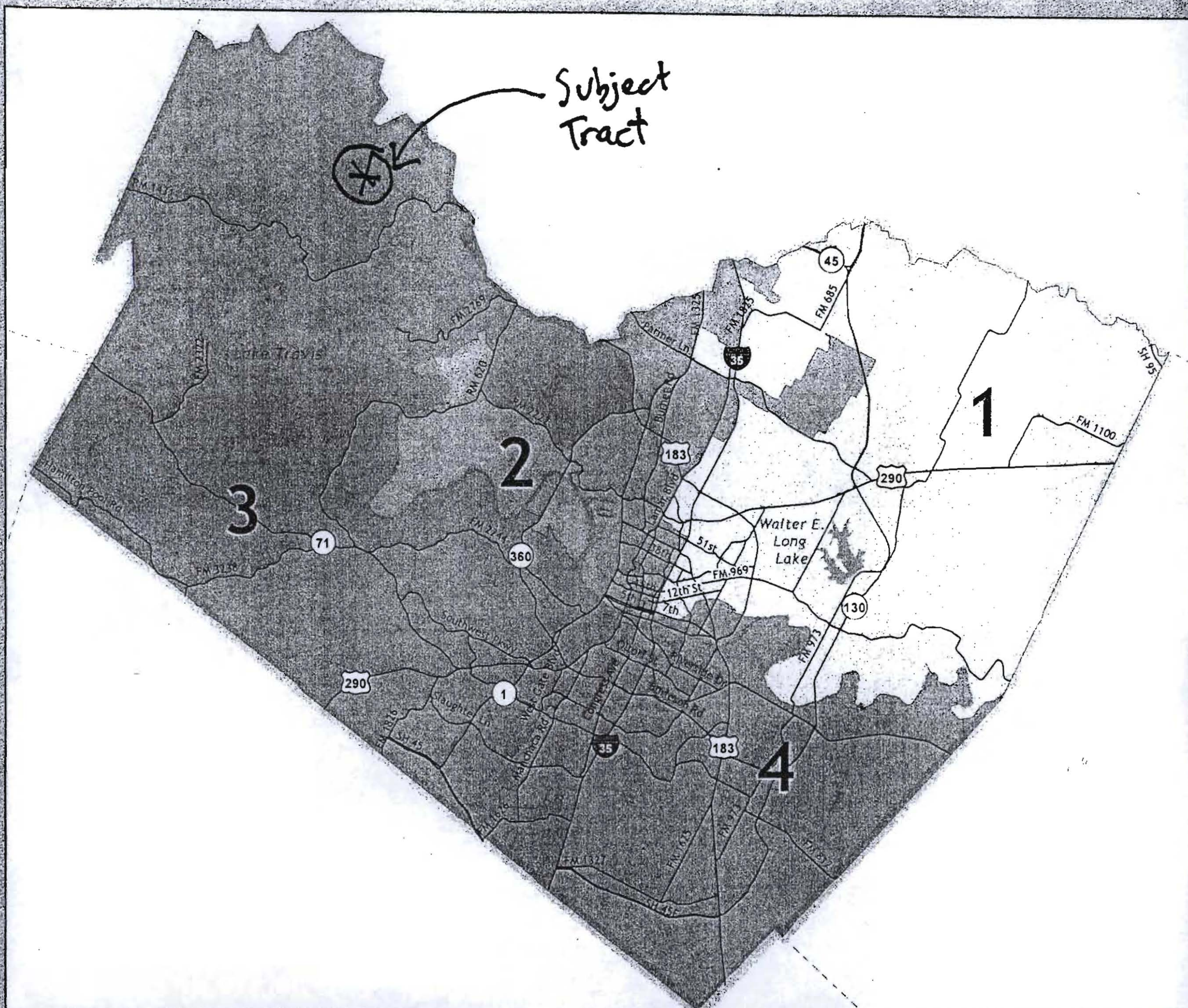
Precinct map
Location map
Existing final plat
Proposed final plat

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:ja
1101 - Development Services - Roundmountain Oaks, Revised Plat of Part of Lot 31)



2011 Commissioner Precincts

Precinct 1: Ron Davis
314 W. 11th St. #510
Austin, TX 78701
Phone: (512) 854-9111
Fax: (512) 854-4897

Precinct 2: Sarah Eckhardt
314 W. 11th St. #530
Austin, TX 78701
Phone: (512) 854-9222
Fax: (512) 854-9515

Precinct 3: Karen Huber
314 W. 11th St. #500
Austin, TX 78701
Phone: (512) 854-9333
Fax: (512) 854-9376

Precinct 4: Margaret Gomez
314 W. 11th St. #525
Austin, TX 78701
Phone: (512) 854-9444
Fax: (512) 854-9535

N

0 2.5 5 10 Miles

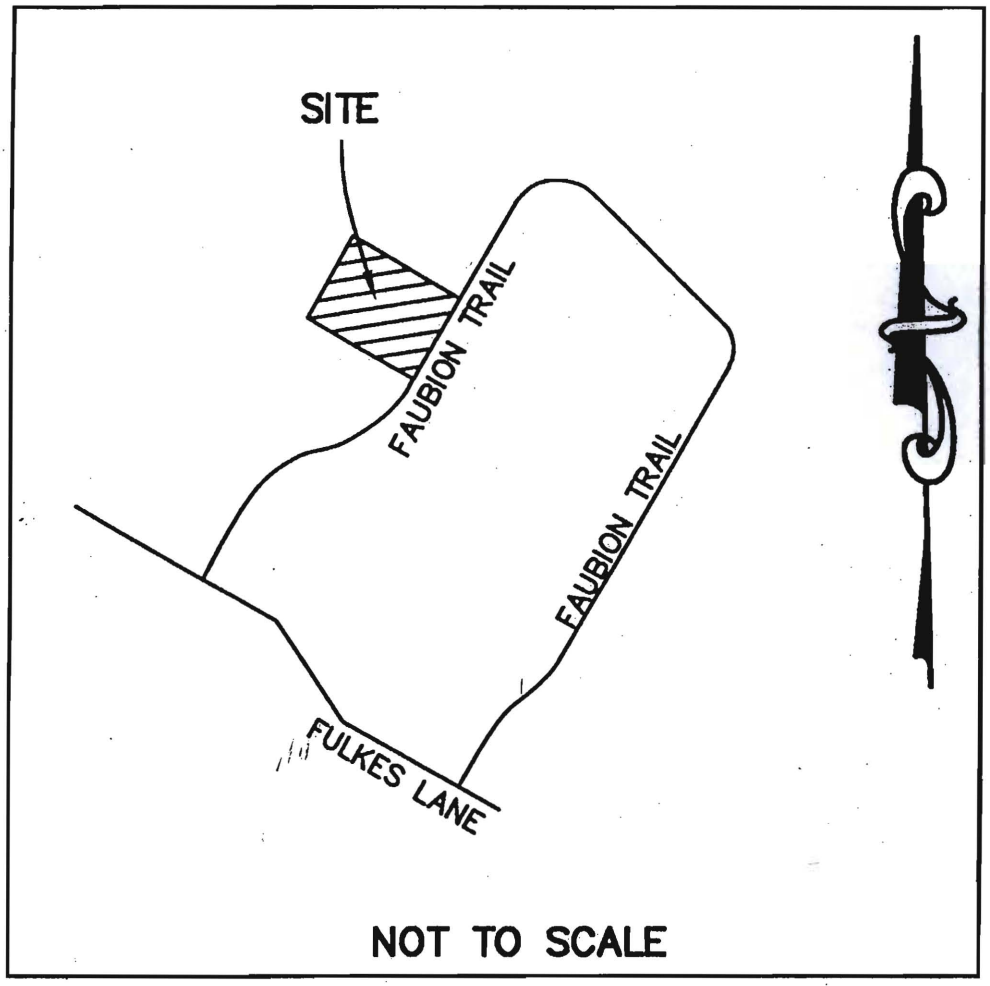
DISCLAIMER:
This map was produced for the sole purpose of aiding Travis County Transportation and Natural Resources in planning purposes and is not warranted for any other use. No warranty is made by the creator or county regarding its accuracy or completeness.

TNR GIS Coordinator: (512) 854-7591

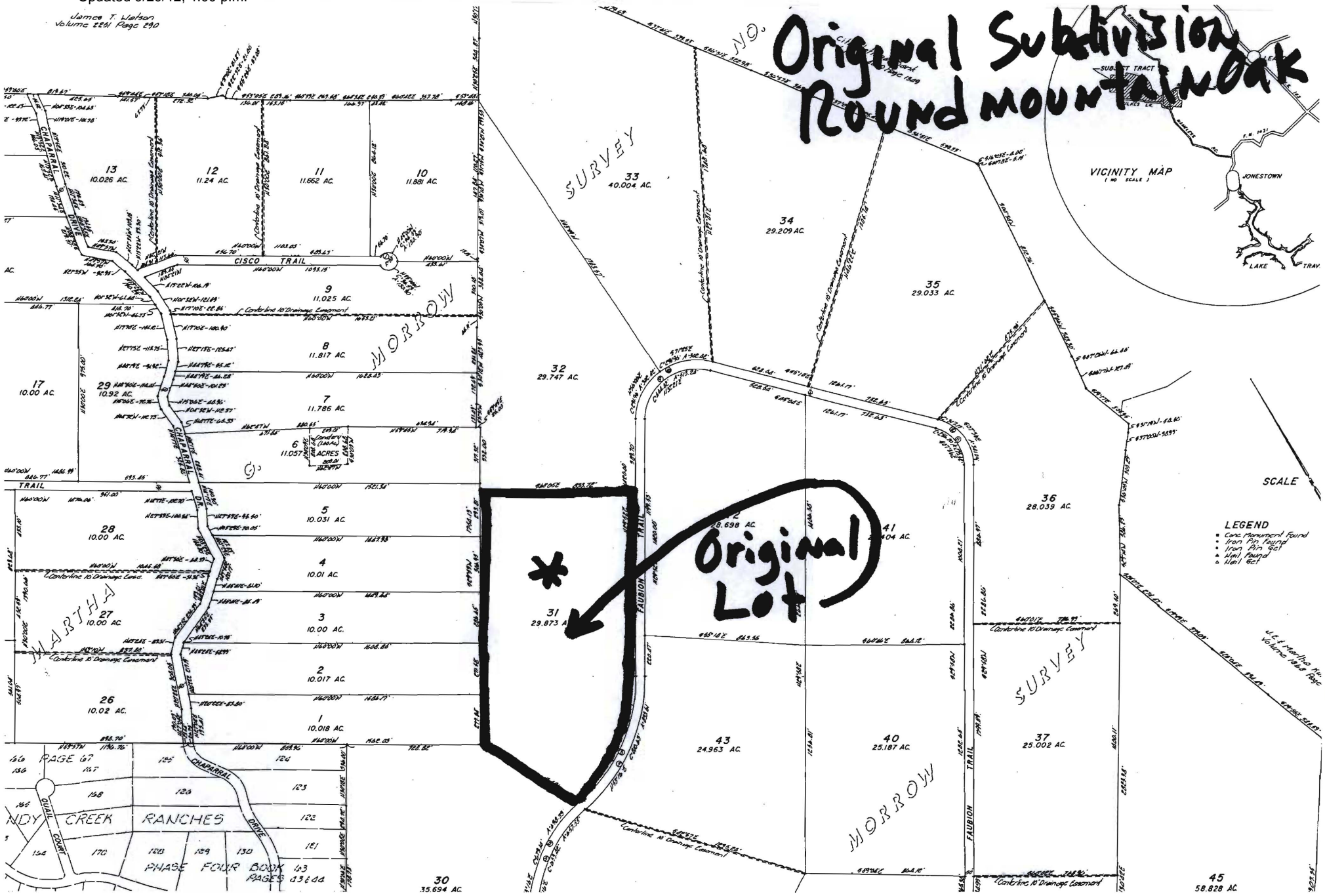
Travis County Transportation & Natural Resources

Travis County Commissioner Precincts

February 29, 2012

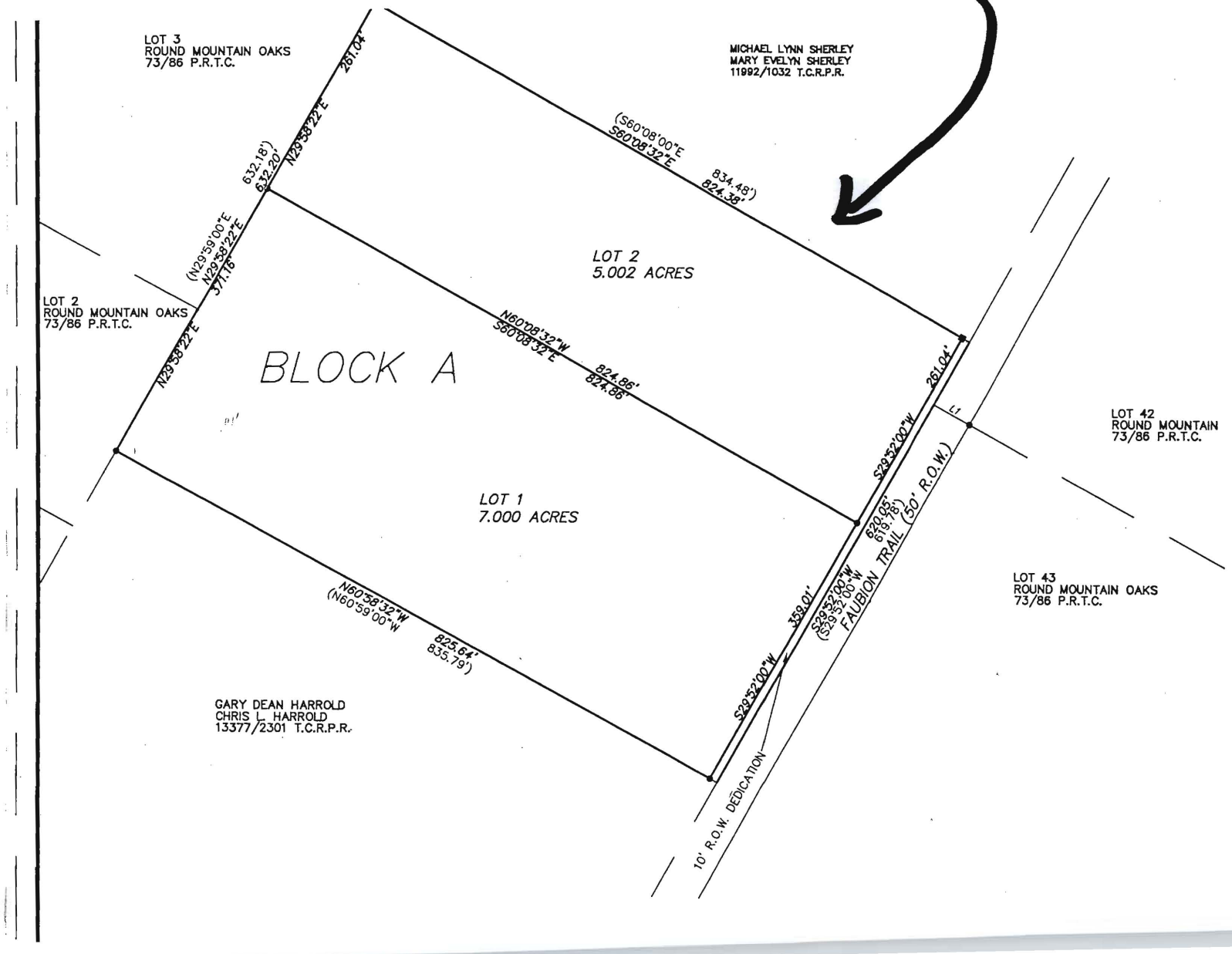

SITE
FAUBION TRAIL
FAUBION TRAIL
FULKES LANE
NOT TO SCALE

Updated 9/20/12, 4:00 p.m.



Updated 9/20/12, 4:00 p.m.

Proposed Revised Plat Lot 31 (Part)



Item C5

Travis County Commissioners Court Agenda Request

Meeting Date: September 25, 2012
Prepared By: Michael Hettenhausen **Phone #:** 854-7563
Division Director/Manager: Anna Bowlin, Division Director, Development Services

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, October 30, 2012 to receive comments regarding requests for partial plat vacations of lots 43 through 53 of the Reserve at Lake Travis Final Plat; lots 43 through 53A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis; and lots 43, 44, 45, 46A and 47A of the Revised Plat of Lots 53A & 54A Block A and Lot 17, Block C of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Reserve at Lake Travis, LLC, owners of Lot 44 of the Reserve of Lake Travis Final Plat and lots 46A and 47A of the Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14 Block C The Reserve at Lake Travis, Hal Jones, owner of Lot 45 Block A, and Russell and Glenda Harbison, owners of Lot 43 Block A of the Reserve at Lake Travis Final Plat have applied through Travis County for a partial plat vacation of the three plats that show a marina easement on these lots. The original subdivison, located on Thurman Bend Road, consisted of 131 total lots on 291.15 acres and has been modified with several revised plats. The lots proposed for vacation, located on Ruffian Heights Lane and Flying J Boulevard, are bordered by a marina easement on the original and both revised plats.

Approval of the three partial plat vacations will return the lots back to raw land and remove all easements shown graphically on the three plats. Upon approval of the vacation, the owners will be able to replat the lots without the marina easement shown on the original plat and shown and referenced on the two succeding revised plats. The associated replat (Cliffside at the Reserve at Lake Travis) will be scheduled for plat approval on the same agenda as the public hearing for the partial plat vacation.

STAFF RECOMMENDATIONS:

Texas Local Government Code Section 232.008 states that a recorded plat may be vacated if 75% of the owners of the original subdivision sign the vacation document.

In this case, 80% of the owners of the original subdivision have signed the vacation document (see attached Exhibit A).

ISSUES AND OPPORTUNITIES:

As over 75% of the owners of the original subdivision have signed the vacation document and all Travis County subdivision requirements have been met, staff recommends approval of the motion.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Precinct map
Location map
Copy of vacation document
Copy of original final plat and both revised plats

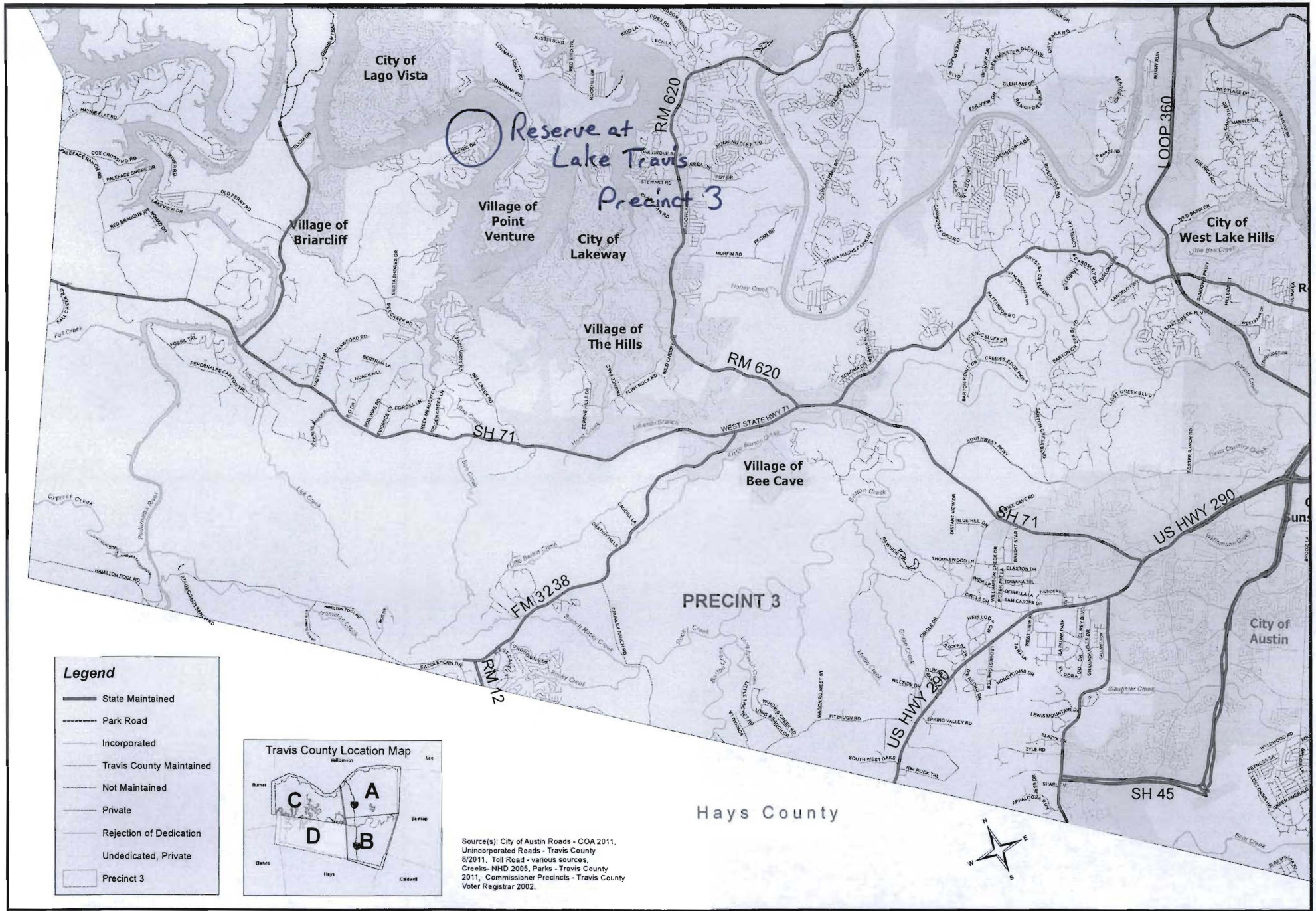
REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:mh
1101 - Development Services - Reserve at Lake Travis Partial Plat Vacation

Updated 9/20/12, 4:00 p.m.



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

Travis County Roadways, Map D

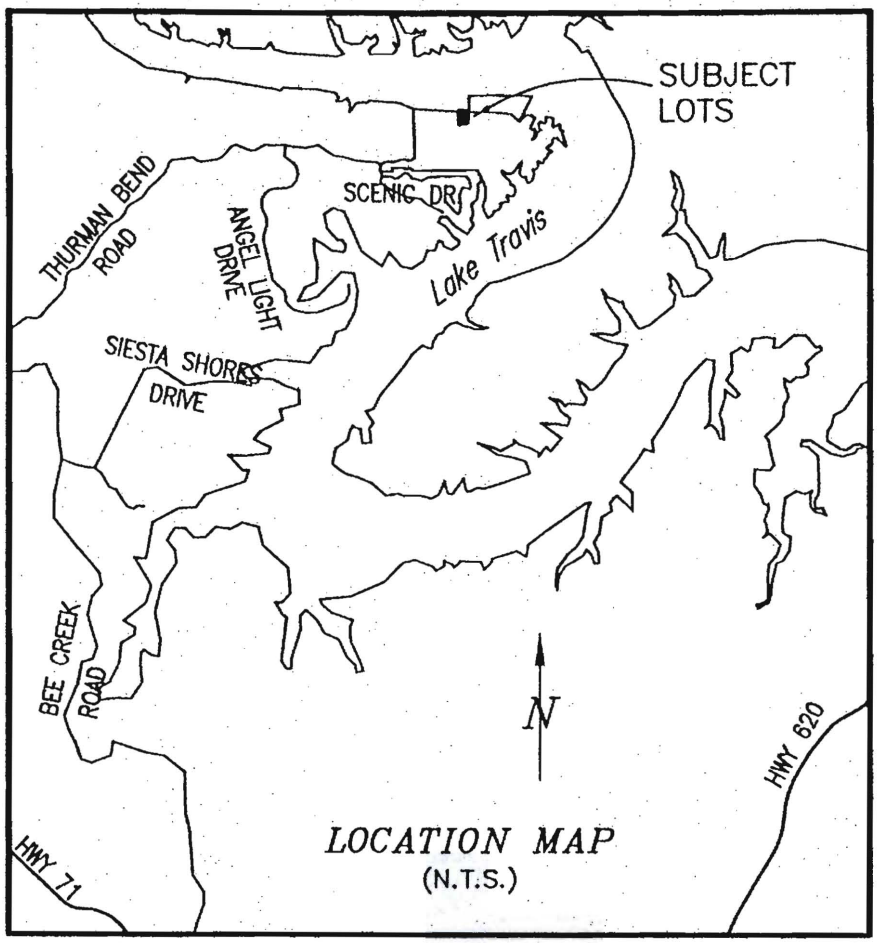
0 1 Miles

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

Precinct Map

Updated 9/20/12, 4:00 p.m.

TRAVIS COUNTY, TEXAS



LOCATION MAP
(N.T.S.)

EXHIBIT A

PARTIAL VACATION OF "The Reserve at Lake Travis"

THE STATE OF TEXAS

COUNTY OF Travis

WHEREAS, (The Reserve at Lake Travis, LLC), owner of Lot 44, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Lots 46A and 47A, Block A Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of The Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis a subdivision as recorded in Document No. 201100186, and Lot 53A, Block A, Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis a subdivision as recorded in Document 200900119, WHEREAS, (Harry (Hal) R. Jones, III), owner Lot 45, Block A and (Russell and Glenda Harbison), owner Lot 43, Block A, The Reserve at Lake Travis a subdivision as recorded in Document No. 200800255 of the Official Public Records of Travis County, Texas total 14.61 acres, did heretofore subdivide the same into the subdivision designated (The Reserve at Lake Travis), the plat of which is recorded in Document No. 200800255 and 201100186 of the Travis County. Texas Plat Records, and

WHEREAS, the following lots in said subdivision are now owned by the parties indicated, to wit:

LOT	OWNER
Lots 44, 46A, 47A and 53A, Block A	The Reserve at Lake Travis, LLC
Lot 43, Block A	Russell and Glenda Harbison
Lot 45, Block A	Harry (Hal) R. Jones III

WHEREAS, (The Reserve at Lake Travis, LLC, Harry (Hal) R. Jones, III, and Russell and Glenda Harbison) who collectively constitute 80.63% of the owners of all original, intact lots in (The Reserve at Lake Travis) are desirous of partially vacating said subdivision plat so as to destroy the force and effect of the recording of such subdivision plat insofar and only insofar as the same pertains to Lot(s) 43, 44, 45, 46A and 47A, Block A.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That The Reserve at Lake Travis, LLC, Harry (Hal) R. Jones, III, and Russell and Glenda Harbison for and in consideration of the premises and pursuant to the provisions of Chapter 232.008 of the Local Government Code, does hereby vacate Lot(s) 43, 44, 45, Block A, The Reserve at Lake Travis as recorded in 200800255 of the Official Public Records of Travis County, Lots 46A and 47A, Block A, Revised Plat of Lots 53A & 54A, Block A and Lot 17, Block C of The Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis and Lots 46-52, 57-67 & 102-B, Block A, The Reserve at Lake Travis, a subdivision as recorded in Document No. 201100186 and Lot 53A, Block A, Revised Plat of Lots 53-56 & 103, Block A and Lots 5-9, 13 & 14, Block C, The Reserve at Lake Travis a subdivision as recorded in Document 200900119 only. Said subdivision shall, however, remain in full force and effect as to all other lots in The Reserve at Lake Travis.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE	OWNER'S SIGNATURE
_____	_____
	The Reserve at Lake Travis, LLC, Hal Jones, President, Hal Jones, Power of Attorney for Russell and Glenda Harbison and Harry (Hal) R. Jones III

State of Texas)(

County of Travis)(

Before me, the undersigned authority on this day personally appeared Hal Jones, known to me to be the person whose name is subscribed to the foregoing instrument, and he acknowledges to me that he executed the same for the purpose on the consideration therin expressed and in the capacity therin stated.

_____
Notary Public, State of Texas

Print Notary's Name:_____

My Commissions Expires:_____

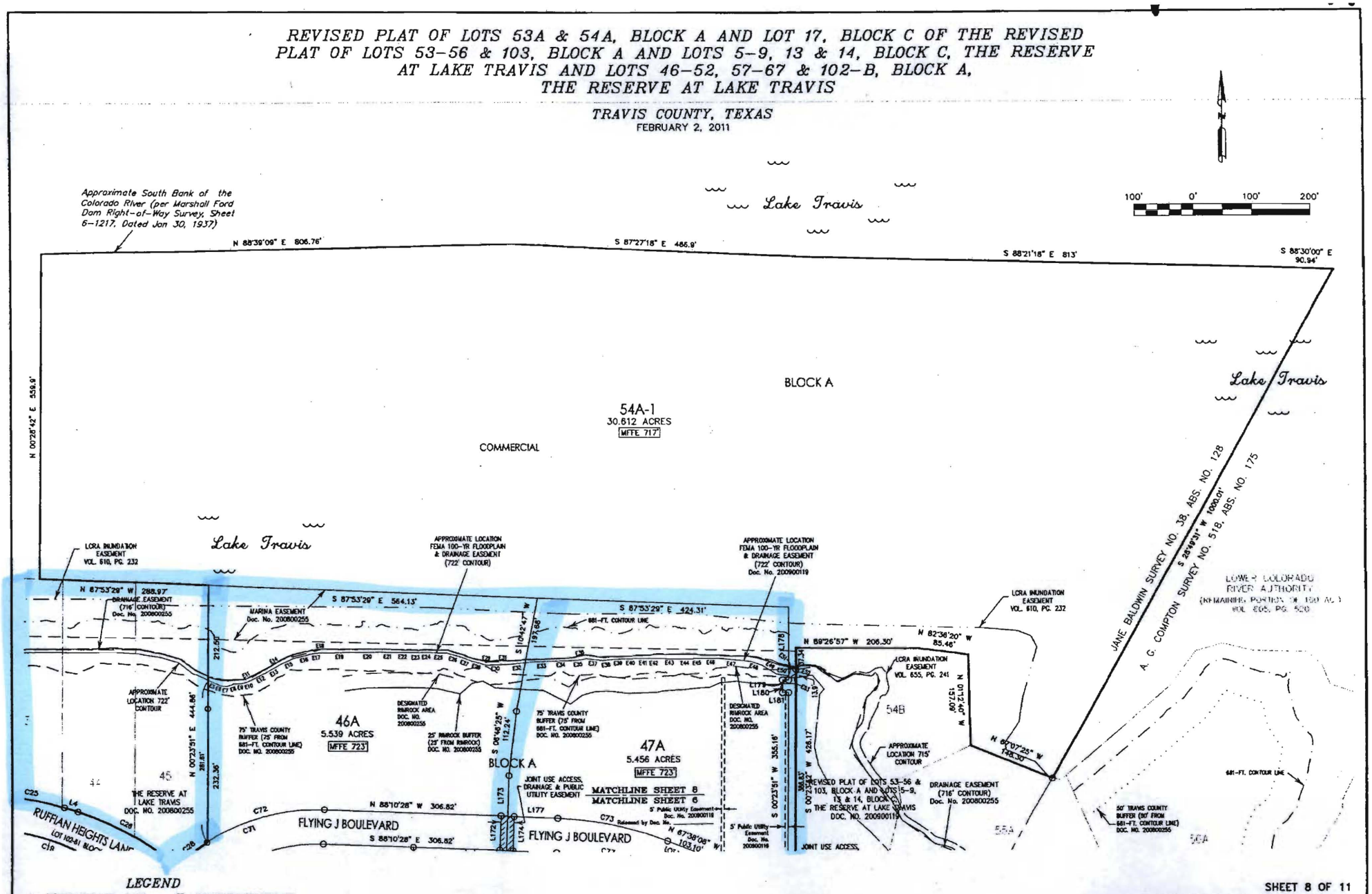
Witness My Hand, this _____Day of _____, 2012, A.D.

NOTARY STATEMENT REQUIRED FOR EACH SIGNATURE UNLESS ALL OR SOME OWNERS SIGN BEFORE THE SAME NOTARY. THE DATE OF EACH INDIVIDUAL NOTARY CERTIFICATE MUST MATCH THE DATE THAT APPEARS OPPOSITE THE OWNER'S SIGNATURE IN THE BODY OF THE DOCUMENT.

Updated 9/20/12, 4:00 p.m.

REVISED PLAT OF LOTS 53A & 54A, BLOCK A AND LOT 17, BLOCK C OF THE REVISED PLAT OF LOTS 53–56 & 103, BLOCK A AND LOTS 5–9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS AND LOTS 46–52, 57–67 & 102–B, BLOCK A, THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS
FEBRUARY 2, 2011



LEGEND

- ½" IRON ROD SET w/ CAP STAMPED "TERRA FIRMA"
- ½" IRON ROD FOUND (UNLESS NOTED)
- 1" IRON PIPE FOUND
- LCRA MONUMENT w/ BRASS CAP FOUND
- COTTON SPINDLE FOUND
- COTTON SPINDLE SET
- CONCRETE MONUMENT SET
- NAIL FOUND
- NAIL SET
- ( ) RECORD INFORMATION (Adjoining Tracts)
- [ ] RECORD INFORMATION (per Marshall Ford Dam Right-of-Way Survey Sheet 6-1217)
- { } RECORD INFORMATION (per Vol. 605, Pg. 520)
- MFFE MINIMUM FINISHED FLOOR ELEVATION

BEARING BASIS NOTE:
HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99990156

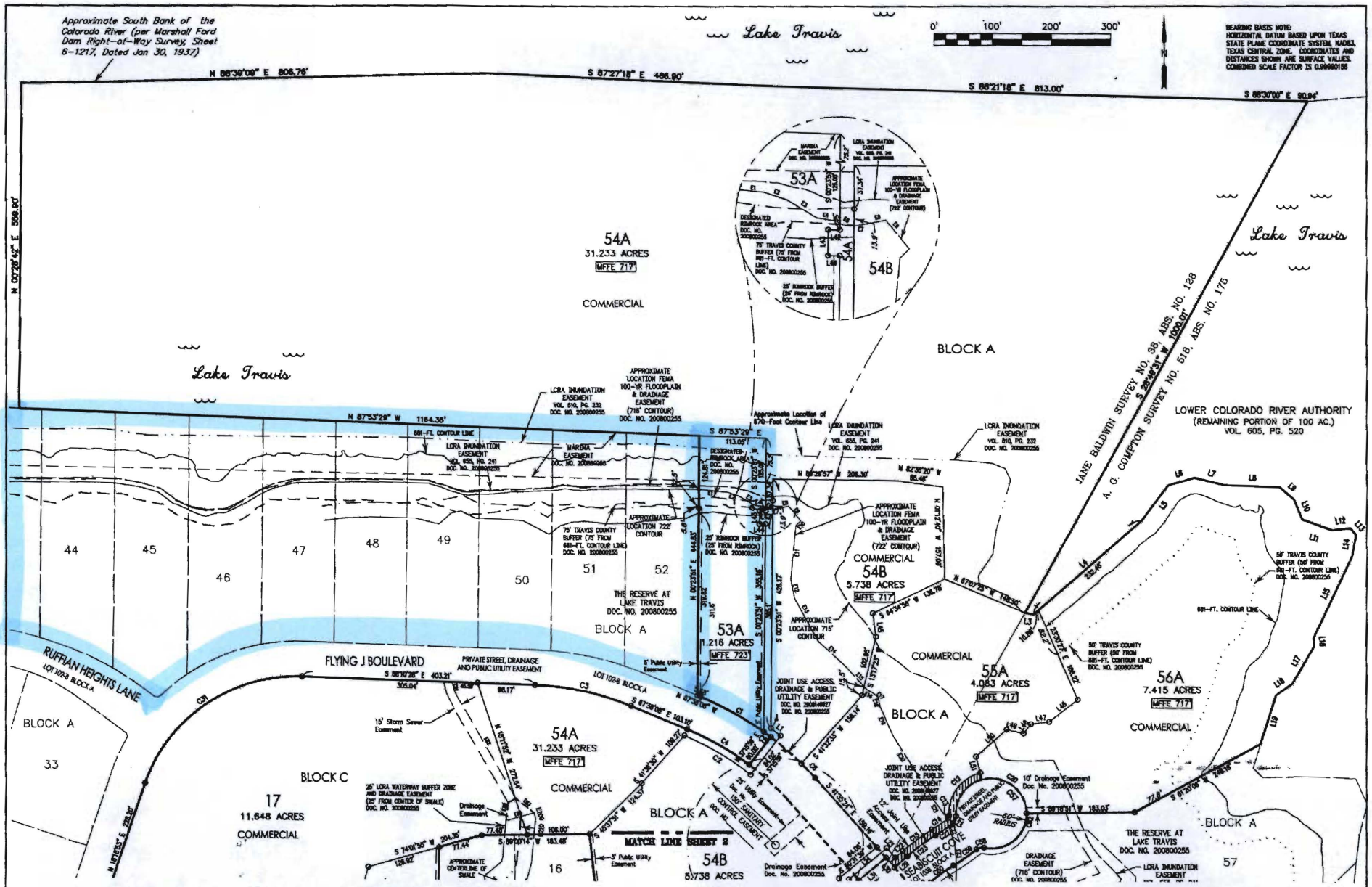
terra firma LAND SURVEYING
1701 Directors Boulevard, Suite 400 · Austin, Texas 78744 · 512/328-8373 · Fax 512/445-2286

SHEET 8 OF 11

FILE: J:\PROJECTS\A409\017\SURVEY\DRAWINGFILES\001\REVISEDPLAT.DWG A409-011-SUBD.CRD	
JOB NO: 0A409-017-00-001	DRAWN BY: WSC
DATE: 02-02-2011	CHECKED BY: JON
SCALE: 1"=100'	REVISED: 05-18-2011

REVISED PLAT OF LOTS 53A & 54A, BLOCK A AND LOT 17, BLOCK C OF THE REVISED PLAT OF LOTS 53–56 & 103, BLOCK A AND LOTS 5–9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS AND LOTS 46–52, 57–67 & 102–B, BLOCK A, THE RESERVE AT LAKE TRAVIS

Updated 9/20/12, 4:00 p.m.



LEGEND

- ○ 1/2" IRON ROD SET w/ CAP STAMPED "TERRA FIRMA"
- ● 1/2" IRON ROD FOUND (UNLESS NOTED)
- ● 1" IRON PIPE FOUND
- ■ LCRA MONUMENT w/ BRASS CAP FOUND
- ⊛ COTTON SPINDLE FOUND
- ⊙ COTTON SPINDLE SET
- □ CONCRETE MONUMENT SET
- ▲ NAIL FOUND
- △ NAIL SET
- ( ) RECORD INFORMATION (Adjoining Tracts)
- [ ] RECORD INFORMATION (per Marshall Ford Dam Right-Of-Way Survey Sheet 6-1217)
- { } RECORD INFORMATION (per Vol. 605, Pg. 520)
- MFFE MINIMUM FINISHED FLOOR ELEVATION
- WQZ WATER QUALITY ZONE

REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

APRIL 10, 2009

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 Austin, Texas 78744 512/328-0373 Fax 512/445-3288

SHEET 1 OF 5

FILE: J:\PROJECTS\A409\015\RESUBDIVISIONPLAT.DWG A409-011-SUBD.DWG	
JOB NO: 04409-015-00-001	DRAWN BY: CLW
DATE: 04-02-2009	CHECKED BY: JON
SCALE: 1"=100'	REVISED: 06-03-09

REVISED PLAT OF LOTS 53-56 & 103, BLOCK A AND LOTS 5-9, 13 & 14, BLOCK C, THE RESERVE AT LAKE TRAVIS

Updated 9/20/12, 4:00 p.m.

2008 00255

THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

AUGUST 14, 2008

Lake Travis

0' 100' 200' 300'

LORA INUNDATION EASEMENT VOL. 610, PG. 232

LORA INUNDATION EASEMENT VOL. 655, PG. 241

APPROXIMATE LOCATION REMA 100-YR FLOODPLAIN & DRAINAGE EASEMENT (716' CONTOUR)

681-FT. CONTOUR LINE

MARINA EASEMENT

Approximate Location of 670-Foot Contour Line

DESIGNATED RIMROCK AREA

25' TRAVIS COUNTY BUFFER (75' FROM 681-FT. CONTOUR LINE)

25' RIMROCK BUFFER (25' FROM RIMROCK)

APPROXIMATE LOCATION 715' CONTOUR

JOINT USE ACCESS EASEMENT DOC. NO. 2008 140927

MATCH LINE SHEET 5

MATCH LINE SHEET 2

RUFFIAN HEIGHTS LANE

FLYING J BOULEVARD

BARBARO WAY (WIDTH VARIES)

SECRETARIAT PLACE

PRIVATE STREET, DRAINAGE AND PUBLIC UTILITY EASEMENT

BLOCK A

BLOCK B

BLOCK C

COMMERCIAL

17 1.886 ACRES MPFE 717'

38 1.792 ACRES MPFE 717'

39 1.615 ACRES MPFE 717'

40 1.315 ACRES MPFE 717'

41 1.148 ACRES MPFE 717'

42 1.098 ACRES MPFE 717'

43 1.097 ACRES MPFE 717'

44 1.185 ACRES MPFE 717'

45 1.331 ACRES MPFE 717'

46 1.181 ACRES MPFE 717'

47 1.095 ACRES MPFE 717'

48 1.089 ACRES MPFE 717'

49 1.087 ACRES MPFE 717'

50 1.086 ACRES MPFE 717'

51 1.109 ACRES MPFE 717'

52 1.209 ACRES MPFE 717'

53 1.380 ACRES MPFE 717'

54 38.174 ACRES MPFE 717'

55 6.682 ACRES MPFE 717'

56 15.312 ACRES MPFE 717'

18 1.230 ACRES

19 1.493 ACRES

37 1.218 ACRES

36 1.534 ACRES

35 1.035 ACRES

34 1.019 ACRES

33 1.005 ACRES

32 1.019 ACRES

31 1.054 ACRES

30 1.020 ACRES

29 1.127 ACRES

28 1.147 ACRES

27 1.002 ACRES

26 ACRES

14 1.003 ACRES

15 1.008 ACRES

16 1.119 ACRES MPFE 717'

13 1.180 ACRES MPFE 717'

12 1.254 ACRES MPFE 717'

11 1.371 ACRES MPFE 717'

10 1.322 ACRES MPFE 717'

6 1.027 ACRES MPFE 717'

8 1.195 ACRES

9 1.551 ACRES

1 1.055 ACRES

150' SANITARY CONTROL EASEMENT

WELL

PRIVATE PARK

Drainage Easement

Utility Easement

26' Drainage Easement

20' Drainage Easement

25' LORA WATERWAY BUFFER ZONE AND DRAINAGE EASEMENT (25' FROM CENTER OF SWALE)

APPROXIMATE CENTERLINE OF SWALE

LOT 102-B BLOCK A

LOT 103 BLOCK A

LOT 102-B BLOCK C

JANE BALDWIN SURVEY NO. 38, ABS. NO. 128

BEARING BASES NOTE: HORIZONTAL DATUM BASED UPON TEXAS STATE PLANE COORDINATE SYSTEM, NAD83, TEXAS CENTRAL ZONE. COORDINATES AND DISTANCES SHOWN ARE SURFACE VALUES. COMBINED SCALE FACTOR IS 0.99990156

terra firma LAND SURVEYING

1701 Directors Boulevard, Suite 400 · Austin, Texas 78744 · 512/328-6573 · Fax 512/445-2296

SHEET 6 OF 12

FILE: J:\PROJECTS\A409\011\FINALPLAT.DWG A409-011-SUBD.DWG	
JOB NO: A409-011-00-001	DRAWN BY: CLW
DATE: 07-02-2008	CHECKED BY: JOW
SCALE: 1"=100'	REVISED: 08-14-2008

THE RESERVE AT LAKE TRAVIS

PHOTOGRAPHIC MYLAR

Item 1

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes
Elected/Appointed Official/Dept. Head: Leroy Nellis, Budget Director in Succession
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER SETTING THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2012:

A. TOTAL DEBT SERVICE TAX RATE; AND
B. TOTAL COUNTY AD VALOREM TAX RATE.

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: Please see attached documentation.

AN ORDER OF THE BOARD OF DIRECTORS OF
THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT # 3
OF TRAVIS COUNTY, TEXAS,
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2012

DATE: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

It is necessary to levy the following Ad Valorem taxes on each $100 valuation of all taxable property in Travis County for the Northwest Travis County Road District # 3 for the tax year beginning January 1, 2012, which will be due no later than January 31, 2013:

DEBT SERVICE: $0.13 to provide for the payment of principal and interest.

I. The following was adopted by the Board of Directors of the Northwest Travis County Road District # 3 on September 25, 2012:

On motion by: _____ ,

Seconded by: _____ ,

There is hereby levied for the tax year beginning January 1, 2012, an ad valorem tax of $0.13 for each $100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the above mentioned bond issues.

Voting in favor of the motion:

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

II. The following was adopted by the Board of Directors of the Northwest Travis County Road District # 3 on September 25, 2012:

On motion by: _____,

Seconded by: _____,

The only component of the Northwest Travis County Road District # 3 tax rate for the tax year beginning January 1, 2012, having been approved herein, there is hereby levied for that tax year a total Northwest Travis County Road District # 3 ad valorem tax of $0.13 for each $100 valuation of all taxable property.

Voting in favor of the motion:

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

Item 2

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes
Elected/Appointed Official/Dept. Head: Leroy Nellis, Budget Director in Succession
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER APPROVING THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 BUDGET FOR FISCAL YEAR 2013.

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: Please see attached documentation.

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.

BOARD OF DIRECTORS ORDER

STATE OF TEXAS §
COUNTY OF TRAVIS §

At a regular meeting of the Board of Directors of the Northwest Travis County Road District # 3 of Travis County, Texas held on September 25, 2012,

on motion made by: _____,

seconded by: _____,
the following Order was adopted:

WHEREAS, the Board of Directors has by Order dated September 25, 2012 set the tax rate and levied taxes based on the tax requirements identified in Northwest Travis County Road District # 3 budget for the fiscal year beginning October 1, 2012 and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget has been prepared to cover all proposed expenditures of the Northwest Travis County Road District # 3 for the period beginning October 1, 2012 and ending September 30, 2013, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Board of Directors that this budget is in the best interests of Northwest Travis County Road District # 3 for the period for which appropriations are made in it, and that it should be adopted and approved;

THEREFORE, the Board of Directors of Northwest Travis County Road District # 3 of Travis County, Texas, orders that the budget for the Northwest Travis County Road District # 3 for the period beginning October 1, 2012 and ending September 30, 2013, as stated in Attachment A, is hereby finally approved and adopted for that period. No expenditures of the funds of Northwest Travis County Road District # 3 shall be made for that period, except in strict compliance with this budget, unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on _____, 2012.

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

Attachment A is budget

Northwest Travis County Road District # 3

Fiscal Year 2013
Tax Year 2012
Budget

Estimated Available Balances &
Debt Service Fund Requirements

Beginning Fund Balance		$184,266.00
Revenues:		
Current Taxes	$564,804.00	
Delinquent Taxes	$200.00	
Interest Revenue	$780.88	
Total Revenues		$565,784.88
Expenditures:		
Principal	$575,000.00	
Interest	$47,000.00	
Paying Agent Fees	$300.00	
Appraisal District Fees	$4,000.00	
Total Expenditures		$626,300.00
Ending Fund Balance		$123,750.88

Item 3

Travis County Commissioners Court Agenda Request
Northwest Travis County Road District No. 3

Meeting Date: September 25, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of August 21 and 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 21, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 21, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of July 10 and 24, 2012.

MOTION: Approve the minutes for July 10, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of July 10 and 24, 2012.

MOTION: Approve the minutes for July 24, 2012.
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
ABSTAIN: Sarah Eckhardt, Karen L. Huber

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, August 28, 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 August 28, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District Funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session of August 7, 2012.

MOTION: Approve Item 2.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Item 1

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 854-9106
Elected/Appointed Official/Dept. Head: Leroy Nellis, Budget Director in Succession
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER SETTING THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 TAX RATE FOR THE YEAR BEGINNING JANUARY 1, 2012:

A. TOTAL DEBT SERVICE TAX RATE; AND
B. TOTAL COUNTY AD VALOREM TAX RATE.

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: Please see attached documentation.

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.

AN ORDER OF THE BOARD OF DIRECTORS OF
THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT # 1
OF TRAVIS COUNTY, TEXAS,
MAKING TAX LEVIES FOR THE TAX YEAR BEGINNING JANUARY 1, 2012

DATE: _____

STATE OF TEXAS §
COUNTY OF TRAVIS §

It is necessary to levy the following Ad Valorem taxes on each $100 valuation of all taxable property in Travis County for the Travis County Bee Cave Road District # 1 for the tax year beginning January 1, 2012, which will be due no later than January 31, 2013:

DEBT SERVICE: $0.70 to provide for the payment of principal and interest.

I. The following was adopted by the Board of Directors of the Travis County Bee Cave Road District # 1 on September 25, 2012:

On motion by: _____,

Seconded by: _____,

There is hereby levied for the tax year beginning January 1, 2012, an ad valorem tax of $0.70 for each $100 valuation of all taxable property for debt service and to provide sinking funds and to pay interest on the above mentioned bond issues.

Voting in favor of the motion:

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

II. The following was adopted by the Board of Directors of the Travis County Bee Cave Road District # 1 on September 25, 2012:

On motion by: _____,

Seconded by: _____,

The only component of the Travis County Bee Cave Road District # 1 tax rate for the tax year beginning January 1, 2012, having been approved herein, there is hereby levied for that tax year a total Travis County Bee Cave Road District # 1 ad valorem tax of $0.70 for each $100 valuation of all taxable property.

Voting in favor of the motion:

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

Item 2

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: September 25, 2012
Prepared By/Phone Number: Yolanda Reyes, 854-9106
Elected/Appointed Official/Dept. Head: Leroy Nellis, Budget Director in Succession
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON ORDER APPROVING THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 BUDGET FOR FISCAL YEAR 2013.

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: Please see attached documentation.

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.

BOARD OF DIRECTORS ORDER

STATE OF TEXAS §
COUNTY OF TRAVIS §

At a regular meeting of the Board of Directors of the Travis County Bee Cave Road District # 1 of Travis County, Texas held on September 25, 2012,

on motion made by: _____,

seconded by: _____,
the following Order was adopted:

WHEREAS, the Board of Directors has by Order dated September 25, 2012 set the tax rate and levied taxes based on the tax requirements identified in Travis County Bee Cave Road District # 1 budget for the fiscal year beginning October 1, 2012 and

WHEREAS, in accordance with the Revised Statutes of the State of Texas, a budget has been prepared to cover all proposed expenditures of the Travis County Bee Cave Road District # 1 for the period beginning October 1, 2012 and ending September 30, 2013, which is attached to this order as Attachment A; and

WHEREAS, after careful consideration of the budget, it appears to the Board of Directors that this budget is in the best interests of Travis County Bee Cave Road District # 1 for the period for which appropriations are made in it, and that it should be adopted and approved;

THEREFORE, the Board of Directors of Travis County Bee Cave Road District # 1 of Travis County, Texas, orders that the budget for the Travis County Bee Cave Road District # 1 for the period beginning October 1, 2012 and ending September 30, 2013, as stated in Attachment A, is hereby finally approved and adopted for that period. No expenditures of the funds of Travis County Bee Cave Road District # 1 shall be made for that period, except in strict compliance with this budget, unless it is amended according to the laws of the State of Texas.

DONE IN OPEN MEETING on _____, 2012.

_____
Samuel T. Biscoe, County Judge
Board Member

_____
Ron Davis, Commissioner
Board Member

_____
Sarah Eckhardt, Commissioner
Board Member

_____
Karen Huber, Commissioner
Board Member

_____
Margaret Gómez, Commissioner
Board Member

Attachment A is the budget

Travis County Bee Cave Road District # 1

Fiscal Year 2013
Tax Year 2012
Budget

Estimated Available Balances &
Debt Service Fund Requirements

Beginning Fund Balance		$313,802.00
Revenues:		
Current Taxes	$1,105,261.00	
Delinquent Taxes	$0.00	
Interest Revenue	$1,258.03	
Total Revenues		$1,106,519.03
Expenditures:		
Principal	$400,000.00	
Interest	$719,065.00	
Paying Agent Fees	$1,000.00	
Appraisal District Fees	$6,500.00	
Total Expenditures		$1,126,565.00
Ending Fund Balance		$293,756.03

Item 3

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: September 25, 2012
Prepared By/Phone Number: Gillian Porter, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of August 21 and 28, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 21, 2012 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 21, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of July 10 and 24, 2012.

MOTION: Approve the minutes for July 10, 2012.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of July 10 and 24, 2012.

MOTION: Approve the minutes for July 24, 2012
RESULT: **APPROVED [3 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
ABSTAIN: Sarah Eckhardt, Karen L. Huber

Adjourn

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 28, 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 August 28, 2012, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District Funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Session of August 7, 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

Item 1

Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation

Meeting Date: September 25, 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:

Consider and take appropriate action to approve the Travis County Housing Finance Corporation's budget for Fiscal Year 2013.

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

Travis County Corporations
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

September 25, 2012

To: Board of Directors

From: Andrea Shields, Manager

Subject: FY-2013 Budgets

Attached are the proposed budgets for the four County Corporations. Below are some key points regarding the proposed budgets.

Travis County Housing Finance Corporation

- As of August 31, 2012, the Corporation has received $364,803.27 in reimbursements from the Texas Department of Housing and Community Affairs for the Corporation's investments in the Neighborhood Stabilization Program. We anticipate receiving another $14,481.89 in reimbursements for this program within the next month.
- College Houses and Travis-Oxford have paid off their bonds and will not be paying issuer fees going forward in FY-13. However, due to the Board's approval of the Argosy bond issue in March 2012, the HFC will receive an annual fee of $87,500 in FY-13. Further, the HFC received $104,700 in application and closing fees from the bondholder in FY-12.
- Currently, the HFC is in the process of a potential bond issue for Riverside Gardens Apartments, which the board approved the initial inducement resolution for in FY-12. If this deal closes, the HFC will net an additional $100,000 in closing fees in FY-13, as well as an issuer fee of $107,500 beginning in FY-13. However, we have not included these amounts in the budget as this deal has not been approved and closed.
- The HFC intends to apply to TDHCA in FY-13 for a TBRA contract expansion to include disabled households in accordance with the Travis County Analysis of Impediments to Fair Housing Choice report.
- The HFC intends to seek board approval in early FY-13 to enter into an MOU with Travis County HHS&VS to administer the Amy Young Barrier Removal Program grant. The Amy Young Program provides one-time grants of up to

$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities. The MOU will be structured similarly to the current MOU between the HFC and Travis County HHS&VS for the TBRA program.

Travis County Cultural and Education Facilities Finance Corporation

- On September 25, 2012 the TCCEFFC will request the Board's approval on a resolution to issue bonds for Wayside Schools, a Travis County-based charter school looking to finance or refinance the Eden Park Academy and Real Learning campuses of the school. If the full $21,500,000 in bonds requested is approved, the TCCEFFC will net an additional $21,500 in issuer fees. However, we have not included this amount in the budget as this deal has not been approved and closed.

All excess funds are placed in allocated reserves to give the Board the ability to approve additional expenditures.

cc: Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Manager, Planning and Budget

Updated 9/20/12, 4:00 p.m.

Travis County Housing Finance Corporation
FY-2013 Adopted Budget

		Unrestricted Funds	Neighborhood Stabilization Program (NSP-1)	Tenant Based Rental Assistance	TBRA RSP Program
General Fund Revenue					
Beginning Fund Balance	$	1,105,591.00	$0.00	$0.00	$0.00
Annual Fees		158,857.00			
Issuers Fee		100,000.00			
Grant Program Income		108,000.00	-	8,000.00	100,000.00
Administration Fees		18,000.00	-	-	18,000.00
Interest Income		413.30			
Total Revenues	**$**	**1,590,861.31**	**$0.00**	**$8,000.00**	**$118,000.00**
General Fund Expenditures					
Professional Fees: Legal	$	20,000.00			
Professional Fees: Audit		3,088.17			
Contract: Travis County		123,109.00			
Grant Program Costs		108,000.00		8,000.00	100,000.00
Dues		1,592.50			
Bank Charges		100.00			
Administrative		1,950.00		-	18,000.00
Total Expenditure Budgets		257,839.67	-	8,000.00	118,000.00
Reimbursement Reserves - TBRA		30,000.00			
Reimbursement Reserves - NSP-1		-			
Administration Fees		-			
Transfers to Allocated Reserves		1,303,021.64			
Total Budgeted Ending Fund Balance		**0.00**	**0.00**	**0.00**	**0.00**
TOTAL	**$**	**1,590,861.31**			

ATTACHMENT A

Contract Between Travis County and Travis County Corporations
Calculation of Recommended Payments to Travis County for FY-13

Compensation and benefits for two employees assigned to the Corporations	$	155,713.00	100%
Adjustments - items related to Corporations as part of PBO FY13 Budget Workbook:			
Subscriptions and Publications		540.00	
Professional Membersips		1,052.50	
Travel, Meals, Lodging		4,053.00	
Training & Seminars		3,250.00	
	$	8,895.50	
Total recommended transfer	**$**	**164,609.00**	

Recommended allocation for FY-13

TCHFDC	$	40,000.00	activity is expected to pickup after the completion of the NSP homebuyer assistance grant
CIDC	$	500.00	declining fund balance; little prospect for bonds;
TCCEFFC	$	1,000.00	opportunity for processing fees and one possible bond issuance currently underway
TCHFC	$	123,109.00	needs to fund salary and benefits, admin costs, multifamily bond issuance and due diligence, TBRA, TBRA-RSP, Amy Young Barrier Removal and NSP admin, program marketing and development, one possible bond issuance currently underway
	$	164,609.00	

Item 2

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: September 25, 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:

Receive update on the reimbursement process for the Corporation's Neighborhood Stabilization Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: None.

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

Item 3

Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION

Meeting Date: September 25, 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:

Consider and take appropriate action to approve the purchase of two licenses for Delorme XMAP 7 Pro USA Topography Street Data mapping software totaling $498.66.

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

Travis County Corporations
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

September 18, 2012

To: Board of Directors

From: Andrea Shields, Manager

Re: Consider and take appropriate action to approve the purchase of two licenses for Delorme XMAP 7 Pro USA Topography Street Data mapping software totaling $498.66.

The Delorme software will allow the Housing Finance Corporation the ability to map locations of potentially competitive properties related to multifamily bond applications. Additionally, the software will assist in determining proximity to locational amenities, such as public transportation and services. It can also map items in conjunction with census tracts and political boundaries. Many grant programs are sensitive to proximity to public transportation or other services and are oriented toward particular census tracts with specific poverty thresholds. The software will enable the Housing Finance Corporations to better prepare grant applications as well as vet multifamily bond applications. The software will also benefit other corporations as we will be able to map population growth or target areas within the county and Metropolitan Statistical Area that may be eligible for the assistance from the other corporations. For instance, the geographic area that a new charter school may draw students from would be pertinent information when considering an application for bonds through the Cultural and Educational Facilities Development Corporation.

cc: Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Manager, Planning and Budget

PC Mall Gov, Inc.
7421 Gateway Court, Manassas, VA 20109-7313

Duns #: 12-936-5420
Tax ID #: 33-0964088

ISO 9001:2000 REGISTERED

Popular PC Mall Gov contracts:
DIR-SDD-1023 | TIPS 02103008 | GSA GS-35F-5946H

Quotes are valid 15 days from quote date. Prices are subject to change without notice.

Updated 9/20/12, 4:00 p.m.

Sales Rep: **Margaret Pickles**
Phone: **(800) 625-5468 x38075**
Fax: **(310) 630-6575**
E-mail: Margaretp@PCMallGov.com

TRAVIS COUNTY
COUNTY AUDITOR
P.O. BOX 1748
AUSTIN, TX 78767
512-854-9763

Contact: **Jeremy Broadhead**
Ref.:
Quote: **# S7589746**
Date: **10-Sep-12**

Line	Qty	Manufacturer	PC Mall Gov Part No	Manufacturer Part No	Product Description	Product Unit Price	Product Extended Price
1	2	DELORME	7991492	AO-8209-102	XMAP 7 PRO USA TOPOGRAPHY STREET DATA	$ 249.33	$ 498.66

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Recycling & Disposal
eProcurement
Warehousing & Logistics
Integration & Configuration
IT Lifecycle Management
A/V Installation (Projectors, Screens, etc)

Value Added Services

Courier: DS Ground

Ship-to: COUNTY AUDITOR
P.O. BOX 1748

Sub-total	$ 498.66
Tax	$ -
Shipping F.O.B.	$ -
Total	**$ 498.66**

IMPORTANT P.O. INSTRUCTIONS

Please make P.O. out to **'PC MALL GOV'** (i.e. not 'PC Mall' or 'Macmall').
Include **PART #'s, QUOTE #, SIGNATURE,** and the terms **'NET 30'** (or less).
Please **FAX (310-630-6575)** or **E-MAIL (MargaretP@pcmallgov.com)** P.O. to **'ATTN: Margaret Pickles'**.
SOFTWARE LICENSING: Include **END-USER NAME, PHONE #,** and **E-MAIL ADDRESS** in **SHIP-TO** field on P.O.

Item 1

Travis County Commissioners Court Agenda Request
Capital Industrial Development Corporation

Meeting Date: September 25, 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:

Consider and take appropriate action to approve the Travis County Capital Industrial Development Corporation's budget for Fiscal Year 2013.

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

Travis County Corporations
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

September 25, 2012

To: Board of Directors

From: Andrea Shields, Manager

Subject: FY-2013 Budgets

Attached are the proposed budgets for the four County Corporations. Below are some key points regarding the proposed budgets.

Travis County Housing Finance Corporation

- As of August 31, 2012, the Corporation has received $364,803.27 in reimbursements from the Texas Department of Housing and Community Affairs for the Corporation's investments in the Neighborhood Stabilization Program. We anticipate receiving another $14,481.89 in reimbursements for this program within the next month.
- College Houses and Travis-Oxford have paid off their bonds and will not be paying issuer fees going forward in FY-13. However, due to the Board's approval of the Argosy bond issue in March 2012, the HFC will receive an annual fee of $87,500 in FY-13. Further, the HFC received $104,700 in application and closing fees from the bondholder in FY-12.
- Currently, the HFC is in the process of a potential bond issue for Riverside Gardens Apartments, which the board approved the initial inducement resolution for in FY-12. If this deal closes, the HFC will net an additional $100,000 in closing fees in FY-13, as well as an issuer fee of $107,500 beginning in FY-13. However, we have not included these amounts in the budget as this deal has not been approved and closed.
- The HFC intends to apply to TDHCA in FY-13 for a TBRA contract expansion to include disabled households in accordance with the Travis County Analysis of Impediments to Fair Housing Choice report.
- The HFC intends to seek board approval in early FY-13 to enter into an MOU with Travis County HHS&VS to administer the Amy Young Barrier Removal Program grant. The Amy Young Program provides one-time grants of up to

$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities. The MOU will be structured similarly to the current MOU between the HFC and Travis County HHS&VS for the TBRA program.

Travis County Cultural and Education Facilities Finance Corporation

- On September 25, 2012 the TCCEFFC will request the Board's approval on a resolution to issue bonds for Wayside Schools, a Travis County-based charter school looking to finance or refinance the Eden Park Academy and Real Learning campuses of the school. If the full $21,500,000 in bonds requested is approved, the TCCEFFC will net an additional $21,500 in issuer fees. However, we have not included this amount in the budget as this deal has not been approved and closed.

All excess funds are placed in allocated reserves to give the Board the ability to approve additional expenditures.

cc: Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Manager, Planning and Budget

Updated 9/20/12, 4:00 p.m.

Combined Travis County Corporations
FY-2013 Adopted Budget

	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	TC Cultural Ed. Fac Finance Corp.	Combined TOTALS
General Fund Revenue				
Beginning Fund Balance	$ 656,410.68	$ 5,403.40	$ 13,953.86	**675,767.94**
Interest Income	656.41	4.32	11.16	**671.89**
Total Revenues	**657,067.09**	**5,407.72**	**13,965.02**	**$ 676,439.83**
General Fund Expenditures				
Professional Fees: Legal	$ 4,500.00	$ 300.00	$ 300.00	**5,100.00**
Professional Fees: Audit	3,362.41	31.02	78.40	**3,471.83**
Contract: Travis County	40,000.00	500.00	1,000.00	**41,500.00**
Wellness Program	30,450.00			**30,450.00**
Bank Charges	100.00			**100.00**
Administrative	250.00			**250.00**
Total Expenditure Budgets	78,662.41	831.02	1,378.40	**80,871.83**
				-
Transfers to Allocated Reserves	578,404.68	4,576.70	12,586.62	**595,568.00**
Total Budgeted Ending Fund Balance	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL	**$ 657,067.09**	**$ 5,407.72**	**$ 13,965.02**	**$ 676,439.83**

ATTACHMENT A

Contract Between Travis County and Travis County Corporations
Calculation of Recommended Payments to Travis County for FY-13

Compensation and benefits for two employees assigned to the Corporations	$	155,713.00	100%
Adjustments - items related to Corporations as part of PBO FY13 Budget Workbook:			
Subscriptions and Publications		540.00	
Professional Membersips		1,052.50	
Travel, Meals, Lodging		4,053.00	
Training & Seminars		3,250.00	
	$	8,895.50	
Total recommended transfer	**$**	**164,609.00**	

Recommended allocation for FY-13

TCHFDC	$	40,000.00	activity is expected to pickup after the completion of the NSP homebuyer assistance grant
CIDC	$	500.00	declining fund balance; little prospect for bonds;
TCCEFFC	$	1,000.00	opportunity for processing fees and one possible bond issuance currently underway
TCHFC	$	123,109.00	needs to fund salary and benefits, admin costs, multifamily bond issuance and due diligence, TBRA, TBRA-RSP, Amy Young Barrier Removal and NSP admin, program marketing and development, one possible bond issuance currently underway
	$	164,609.00	

Item 1

Travis County Commissioners Court Agenda Request
Travis County Cultural Education Facilities Finance Corporation

Meeting Date: September 25, 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:

Consider and take appropriate action to approve the Travis County Cultural Education Facilities Finance Corporation's budget for Fiscal Year 2013.

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 Corporations
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

September 25, 2012

To: Board of Directors

From: Andrea Shields, Manager

Subject: FY-2013 Budgets

Attached are the proposed budgets for the four County Corporations. Below are some key points regarding the proposed budgets.

Travis County Housing Finance Corporation

- As of August 31, 2012, the Corporation has received $364,803.27 in reimbursements from the Texas Department of Housing and Community Affairs for the Corporation's investments in the Neighborhood Stabilization Program. We anticipate receiving another $14,481.89 in reimbursements for this program within the next month.
- College Houses and Travis-Oxford have paid off their bonds and will not be paying issuer fees going forward in FY-13. However, due to the Board's approval of the Argosy bond issue in March 2012, the HFC will receive an annual fee of $87,500 in FY-13. Further, the HFC received $104,700 in application and closing fees from the bondholder in FY-12.
- Currently, the HFC is in the process of a potential bond issue for Riverside Gardens Apartments, which the board approved the initial inducement resolution for in FY-12. If this deal closes, the HFC will net an additional $100,000 in closing fees in FY-13, as well as an issuer fee of $107,500 beginning in FY-13. However, we have not included these amounts in the budget as this deal has not been approved and closed.
- The HFC intends to apply to TDHCA in FY-13 for a TBRA contract expansion to include disabled households in accordance with the Travis County Analysis of Impediments to Fair Housing Choice report.
- The HFC intends to seek board approval in early FY-13 to enter into an MOU with Travis County HHS&VS to administer the Amy Young Barrier Removal Program grant. The Amy Young Program provides one-time grants of up to

$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities. The MOU will be structured similarly to the current MOU between the HFC and Travis County HHS&VS for the TBRA program.

Travis County Cultural and Education Facilities Finance Corporation

- On September 25, 2012 the TCCEFFC will request the Board's approval on a resolution to issue bonds for Wayside Schools, a Travis County-based charter school looking to finance or refinance the Eden Park Academy and Real Learning campuses of the school. If the full $21,500,000 in bonds requested is approved, the TCCEFFC will net an additional $21,500 in issuer fees. However, we have not included this amount in the budget as this deal has not been approved and closed.

All excess funds are placed in allocated reserves to give the Board the ability to approve additional expenditures.

cc: Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Manager, Planning and Budget

Updated 9/20/12, 4:00 p.m.

Combined Travis County Corporations
FY-2013 Adopted Budget

	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	TC Cultural Ed. Fac Finance Corp.	Combined TOTALS
General Fund Revenue				
Beginning Fund Balance	$ 656,410.68	$ 5,403.40	$ 13,953.86	**675,767.94**
Interest Income	656.41	4.32	11.16	**671.89**
Total Revenues	**657,067.09**	**5,407.72**	**13,965.02**	**$ 676,439.83**
General Fund Expenditures				
Professional Fees: Legal	$ 4,500.00	$ 300.00	$ 300.00	**5,100.00**
Professional Fees: Audit	3,362.41	31.02	78.40	**3,471.83**
Contract: Travis County	40,000.00	500.00	1,000.00	**41,500.00**
Wellness Program	30,450.00			**30,450.00**
Bank Charges	100.00			**100.00**
Administrative	250.00			**250.00**
Total Expenditure Budgets	78,662.41	831.02	1,378.40	**80,871.83**
				-
Transfers to Allocated Reserves	578,404.68	4,576.70	12,586.62	**595,568.00**
Total Budgeted Ending Fund Balance	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL	**$ 657,067.09**	**$ 5,407.72**	**$ 13,965.02**	**$ 676,439.83**

ATTACHMENT A

Contract Between Travis County and Travis County Corporations
Calculation of Recommended Payments to Travis County for FY-13

Compensation and benefits for two employees assigned to the Corporations	$	155,713.00	100%
Adjustments - items related to Corporations as part of PBO FY13 Budget Workbook:			
Subscriptions and Publications		540.00	
Professional Membersips		1,052.50	
Travel, Meals, Lodging		4,053.00	
Training & Seminars		3,250.00	
	$	8,895.50	
Total recommended transfer	**$**	**164,609.00**	

Recommended allocation for FY-13

TCHFDC	$	40,000.00	activity is expected to pickup after the completion of the NSP homebuyer assistance grant
CIDC	$	500.00	declining fund balance; little prospect for bonds;
TCCEFFC	$	1,000.00	opportunity for processing fees and one possible bond issuance currently underway
TCHFC	$	123,109.00	needs to fund salary and benefits, admin costs, multifamily bond issuance and due diligence, TBRA, TBRA-RSP, Amy Young Barrier Removal and NSP admin, program marketing and development, one possible bond issuance currently underway
	$	164,609.00	

Item 2

Travis County Commissioners Court Agenda Request
Travis County Cultural Education Facilities Finance Corporation

Meeting Date: September 25, 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:

Consider and take appropriate action to (a) approve Resolution approving an Agreement to Issue Bonds and other matters in connection therewith related to Wayside Schools to finance or refinance the Eden Park Academy and Real Learning Academy campuses of the school and (b) set date and time for public hearing to receive public comment on issuance of bonds to finance Wayside School facilities.

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.

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MEMORANDUM
from
William C. Blount

TO: Board of Directors of
Travis County Cultural Education Facilities Finance Corporation

DATE: September 18, 2012

RE: Proposed Financing for Wayside Schools for refinance and additional construction of Eden Park campus and purchase and construction of middle school campus at I-35 and William Cannon Drive

Agenda Date: September 25, 2012

Wayside Schools ("Applicant") has applied for financing with the Corporation to finance facilities as described above. The amount of bond financing requested is approximately $21,500,000.

Enclosed with this memo are the application along with attachments, a preliminary resolution and a draft agreement to issue bonds which are in the Corporation's standard format. Approval of this resolution does not obligate the Corporation to ultimately issue the bonds until the Board is satisfied with the transaction and the project. This resolution authorizes publishing the filing an application with the bond review board for the required volume cap. The Agreement to Issue Bonds contains our standard broad indemnification of the Corporation for considering and participating in the transaction. Additionally, the Corporation will need to hold a public hearing "TEFRA" hearing, prior to the closing of the issuance of the bonds.

Under the proposed structure, the Corporation will not have any liability on the bonds, as the transaction will be structured as a revenue bond issuance. Likewise, there will be no liability to the County on the bonds, if issued. If the full $21,500,000 of bonds is issued, the Corporation will receive an issuer fee of $21,500 (0.50%).

The transaction will require the approval of the Attorney General's office.

Please give me a call if you have any questions or require any additional information regarding this matter before Tuesday.

cc: Leroy Nellis
Andrea Shields
Ladd Pattillo

RESOLUTION OF BOARD OF DIRECTORS PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT TO ISSUE BONDS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO EDUCATION REVENUE BONDS AND TAXABLE EDUCATION REVENUE BONDS (WAYSIDE SCHOOLS)

WHEREAS, Travis County Cultural Education Facilities Finance Corporation (the "Corporation") is authorized by the Cultural Education Facilities Finance Corporation Act, Article 1528m, Vernon's Texas Civil Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of paying all or part of the cost of cultural facilities, health facilities and education facilities, all as defined in the Act, Section 221 of the Texas Health and Safety Code or in Chapter 53 of the Texas Education Code and to sell or lease such facilities to others or loan the proceeds of the bonds to others to finance all or part of the cost of such facilities; and

WHEREAS, the Corporation now desires to authorize, issue and sell its education revenue bonds, to the extent authorized by law, to provide funds to defray all or part of the cost of acquiring, rehabilitating and/or constructing certain education facilities of Wayside School (the "User"); and

WHEREAS, the User and the Corporation desire that the Corporation adopt a resolution with respect to the bonds or take some other similar official action toward the issuance of such bonds prior to the commencement of construction or acquisition of such Residential Development; and

WHEREAS, Travis County, Texas (the "Unit"), has authorized and approved creation of the Corporation to act on its behalf to further certain public purposes of the Unit;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION, THAT:

Section 1: The Corporation hereby authorizes and agrees that it will issue and sell its education revenue bonds (the "Bonds") from time to time in one or more series pursuant to the provisions of Texas law to pay all or part of the cost of acquiring and constructing the project described in Exhibit "A" to the Agreement to Issue Bonds attached hereto (the "Project"), together with all costs of authorization, sale and issuance of the Bonds. The Bonds will be issued and sold as more fully provided in the Agreement to Issue Bonds, and subject to the terms thereof, in a maximum aggregate principal amount expected to be issued for the Project in an amount not to exceed $22,000,000.

Section 2: The proceeds of the Bonds will be used to finance the acquisition, rehabilitation and/or construction of the Project.

Section 3: The Corporation will enter into a financing agreement with the User providing for financing of all or part of the cost of the Project, as more fully described in the Agreement to Issue Bonds.

Section 4: The Board of Directors of the Corporation (the "Board of Directors") hereby finds, determines and declares that (i) the User has the business experience, financial resources and responsibility to provide reasonable assurance that the Bonds and the interest thereon to be paid from, or by reason of, payments made by the User under the financing agreement will be paid as the same become due, and (ii) the Project is in furtherance of the public purposes set forth in the Act.

Section 5: The Agreement to Issue Bonds by and between the Corporation and the User in substance and in form substantially as shown in the attachment hereto is hereby approved and the President or Vice President and Secretary or Assistant Secretary of the Corporation are hereby authorized to execute and attest such Agreement to Issue Bonds for and on behalf of the Corporation.

Section 6: That neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 7: This Resolution, together with the Agreement to Issue Bonds attached hereto, shall be deemed and construed as a resolution authorizing the issuance of the aforesaid Bonds or some other similar official action toward the issuance of the Bonds.

PASSED AND APPROVED this 25h day of September, 2012.

_____

Samuel T. Biscoe, President

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Cultural Education Facilities Finance Corporation at a meeting held on the 25th day of September, 2012, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 25th day of September, 2012.

_____
Margaret Gomez, Secretary

AGREEMENT TO ISSUE BONDS

THIS AGREEMENT TO ISSUE BONDS, entered into as of the 25th day of September, 2012, by and between Travis County Cultural Education Facilities Finance Corporation (the "Corporation"), created pursuant to the authority of the Texas Cultural Education Facilities Finance Corporation Act, Article 1528m, Vernon's Texas Civil Statutes (the "Act"), and Wayside School (the "User"), for the purpose of carrying out the public purpose set forth in the Act;

WITNESSETH

WHEREAS, Travis County, Texas (the "Unit") has authorized and approved the creation of the Corporation to act on behalf of the Unit; and

WHEREAS, the Corporation is authorized by the Act to issue revenue bonds for the purpose of paying all or part of the cost of cultural facilities, health facilities and education facilities, all as defined in the Act, Section 221 of the Texas Health and Safety Code or in Chapter 53 of the Texas Education Code and to sell or lease such facilities to others or loan the proceeds of the bonds to others to finance all or part of the cost of such facilities; and

WHEREAS, the User desires to acquire and construct educational facilities, more particularly described in Exhibit "A" attached hereto, within the Unit (the "Project"); and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue the bonds hereinafter described, which bonds shall never constitute an indebtedness or pledge of the faith and credit of the State of Texas (the "State"), of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall never be paid in whole or in part out of any funds of the Corporation except those derived from or in connection with the sale or lease of the Project or the loan of funds to finance the Project; and

WHEREAS, to accomplish the public purposes set forth in the Act, the Corporation agrees to issue at the request of the User, one or more series of the Corporation's education revenue bonds (the "Bonds") for the purpose of paying all or part of the costs of constructing and acquiring the Project, or for the purpose of loaning the proceeds to the User in order to provide temporary or permanent financing of all or part of the cost of acquiring, constructing and/or rehabilitating the Project, and the Corporation and the User deem it desirable and proper that this Agreement to Issue Bonds constitutes a formal record of such agreement and understanding in order that the User may proceed with or provide for the acquisition and construction of the Project; and

WHEREAS, the User has evidenced a desire to cooperate with the Corporation in the acquisition and construction of the Project and for the Corporation to authorize and issue the Bonds in the aggregate principal amount now estimated not to exceed $22,000,000.00 to provide the funds to defray all or part of the cost of the acquisition and construction of the Project; and

WHEREAS, the Corporation and the User contemplate that the proceeds of the Bonds will be loaned to the User in order to provide temporary or permanent financing of all or part of the costs of the Project and that the installment purchase, rental or loan payments therefor will be sufficient to pay the principal of and any premium and interest on the Bonds; and

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows:

1. The User shall commence with the acquisition, rehabilitation and/or construction of the Project, which Project will be in furtherance of the public purpose of the Corporation and the Unit as aforesaid, and the User will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition and construction of the Project. On or prior to the issuance of the Bonds, the User will enter into a loan agreement on an installment payment basis (herein called the "Agreement") with the Corporation under which the Corporation will make a loan to the User for the purpose of providing temporary or permanent financing of all or part of the costs of the Project, and the User will make installment payments sufficient to pay the principal of and any premium and interest on such series of Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the loan of the proceeds of the Bonds.

2. On receipt of a ruling from the Internal Revenue Service (or the opinion of bond counsel) that interest paid on the Bonds is exempt from federal income taxation and subject to the requirements of the Corporation's Policy Guidelines and the Act, and upon receipt of favorable reports from the Corporation's legal and financial advisors concerning the issuance of the Bonds; the Corporation hereby agrees to issue, pursuant to the terms of the Act, the Bonds, or from time to time, the portion thereof as may be the subject of such a ruling or opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of a ruling or opinion as aforesaid, maturing in such amount and times, bearing interest at the rate, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds.

3. The Corporation and the User agree that the Bonds may be issued either at one time or in several series from time to time as the User shall request in writing; provided, however, that the parties agree that the Bonds will be issued in an aggregate principal amount as will not exceed the amount that is the subject of a ruling or rulings or opinion or opinions as aforesaid. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the

Corporation to issue the remaining Bonds as written requests therefor are received. It is further agreed that the proceeds of the Bonds or portions thereof, whether or not issued in a series, shall not be invested so as to constitute the Bonds or a portion thereof as arbitrage bonds under the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated pursuant thereto.

4. The payment of the principal of and any premium and interest on the Bonds shall be made solely from moneys realized from the sale or lease of the Project or from moneys realized from the loan of the proceeds of the Bonds to finance all or part of the costs of the Project.

5. The costs of the Project (the "Project Costs") may include any cost of acquiring, constructing, rehabilitating, remodeling, repairing, renovating and improving the Project. Without limiting the generality of the foregoing, the Project Costs shall specifically include the cost of: (i) acquiring any land, rights-of-way, options to purchase land, easements, leasehold estates in land and interests of all kinds in land related to such Project; (ii) acquiring, constructing, repairing, renovating, remodeling or improving all buildings and structures to be used as or in connection with the Project; (iii) site preparation, including the cost of demolishing or removing any buildings or structures the removal of which is necessary or incident to providing the Project; (iv) machinery, equipment, furnishings and facilities necessary or incident to the equipping of the Project so that it may be placed in operation; (v) financing charges, start-up costs and interest prior to and during construction and for two years after completion of construction, whether or not capitalized; and (vi) architectural, engineering, legal and related services (including fees for legal counsel and the financial advisor to the Issuer), plans, specifications, surveys, studies, estimates of cost and of revenue, other expenses necessary or incident to planning, providing or determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, remodeling, repair, renovation or improvement of the Project, the placing of the Project in operation and all incidental expenses, costs and charges relating to the Project not enumerated above. The parties agree, upon request, to provide or cause to be provided to each other any data or information that may be reasonably required to verify any of the Project Costs enumerated in this paragraph. The User agrees that it will be responsible for and pay any Project Costs incurred whether before or after the date of this Agreement prior to issuance of the Bonds and will pay all Project Costs that are not or cannot be paid or reimbursed from the proceeds of the Bonds.

6. The User agrees that it will at all times indemnify and hold harmless the Corporation, the directors of the Corporation, the Unit, the Commissioners' Court of the Unit (both individually and as a group) and any officers, directors, employees, agents, consultants, servants and any other party acting for or on behalf of the Corporation or the Unit (such parties being hereinafter referred to as the "Indemnified Parties") against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result

from, arise out of or relate to, or are asserted to have resulted from, arisen out of or related to, in whole or in part, one or more negligent acts or omissions of any one or more of the Indemnified Parties in connection with the issuance of the Bonds or that in any way pertain to the duties or activities or lack thereof, whether real or alleged, of any such Indemnified Party incidental to the issuance of the Bonds. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature, including, but not limited to, claims, lawsuits, causes of action and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including, but not limited to, persons employed by the Corporation, the Unit, the User or any other person and all property owned or claimed by the Corporation, the Unit, the User, any affiliate of the User or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Corporation or the Unit or to which the Corporation or the Unit is party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof. The obligations of the User shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement to Issue Bonds, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement to Issue Bonds or thereafter. None of the Indemnified Parties shall be liable to the User for, and the User hereby releases each of them from all liability to the User for any injuries, damages or destruction to all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, **EVEN IF SUCH INJURIES, DAMAGES OR DESTRUCTION DIRECTLY OR INDIRECTLY RESULT FROM, ARISE OUT OF OR RELATE TO, IN WHOLE OR IN PART, ONE OR MORE NEGLIGENT ACTS OR OMISSIONS OF ANY ONE OR MORE OF THE INDEMNIFIED PARTIES IN CONNECTION WITH THE ISSUANCE OF THE BONDS OR IN CONNECTION WITH THE PROJECT.** Each Indemnified Party, as appropriate, shall reimburse the User for payments made by the User to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the Loss sustained. At the request and expense of the User, each of the Indemnified Parties, as appropriate, shall have the duty to claim any such insurance proceeds and such Indemnified Party, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought against any one or more of the Indemnified Parties, such Indemnified Party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The Indemnified Party shall have the right to employ separate counsel in any such action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff of any such action, the User agrees to indemnify and hold

harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment.

7. If within three (3) years from the date hereof (or such later date as shall be mutually satisfactory to the Corporation and the User) the Corporation and the User shall not have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions of the Agreement, the User agrees that it will pay the Corporation for all unpaid Project Costs which the Corporation shall have incurred and this Agreement to Issue Bonds (other than the obligations of the parties under paragraph 6 hereof) shall thereupon terminate. In the event that the User elects, prior to any such termination, not to proceed with the issuance of the Bonds for any reason, it shall so notify the Corporation in writing and shall promptly pay to the Corporation all Project Costs incurred by the Corporation prior to such notification, and if payment is so made, the User's obligations under paragraph 5 above shall terminate from and after the date of such notification.

8. The User may, without the consent of the Corporation, transfer or assign this Agreement to Issue Bonds or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Corporation, relieve the User of its liability for payment of Project Costs under paragraphs 5 and 7 hereof or indemnification under paragraph 6 hereof.

9. The provisions of paragraphs 5 and 6 of this agreement shall survive the expiration or termination of this Agreement to Issue Bonds and the closing of the transactions contemplated by the Agreement.

IN WITNESS WHEREOF, the Travis County Cultural Education Facilities Finance Corporation, acting pursuant to a resolution of its Board of Directors, and User have caused this Agreement to Issue Bonds to be executed by their duly authorized officers as of the year and date first above written.

TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

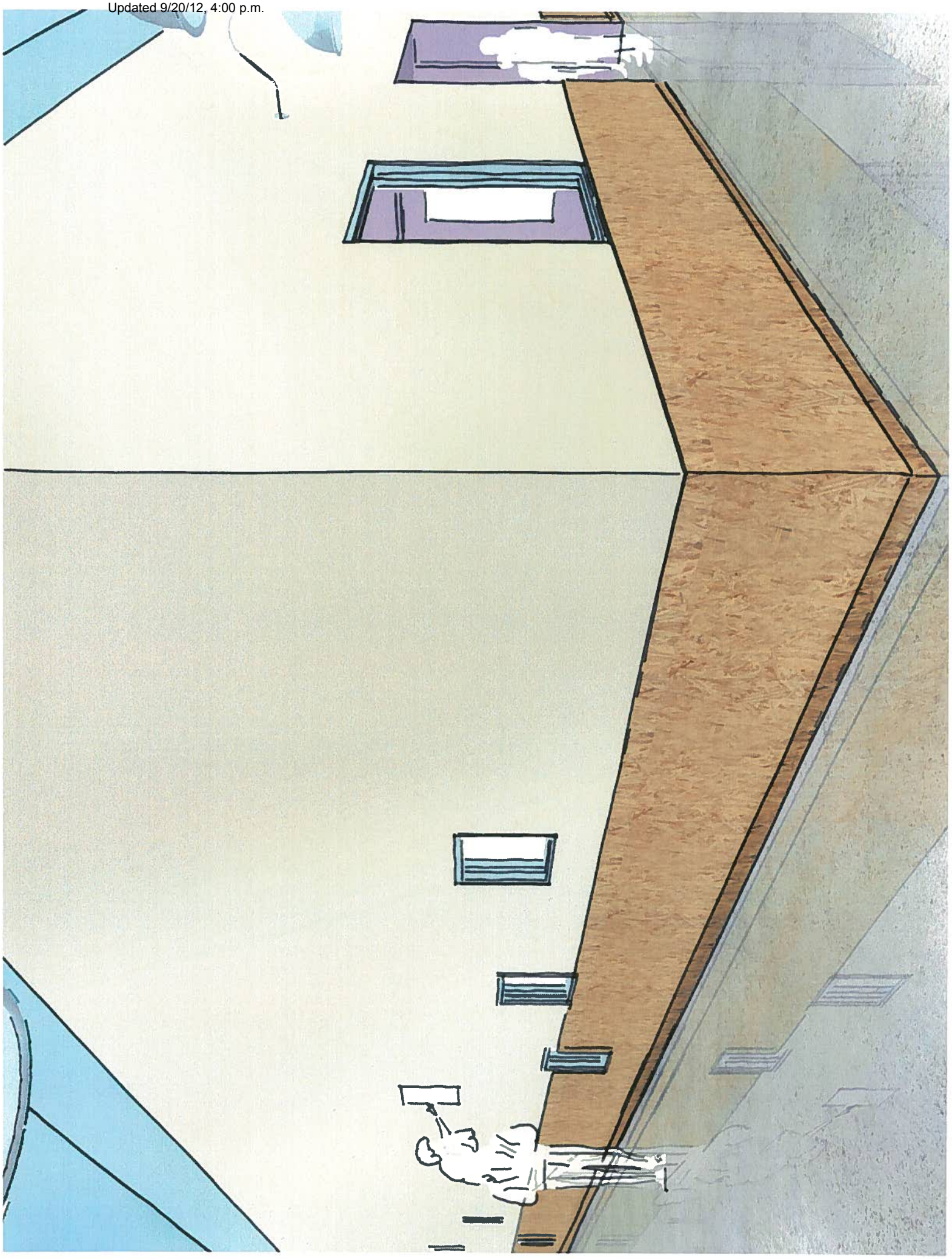
By:_____
Samuel T. Biscoe, President

WAYSIDE SCHOOL

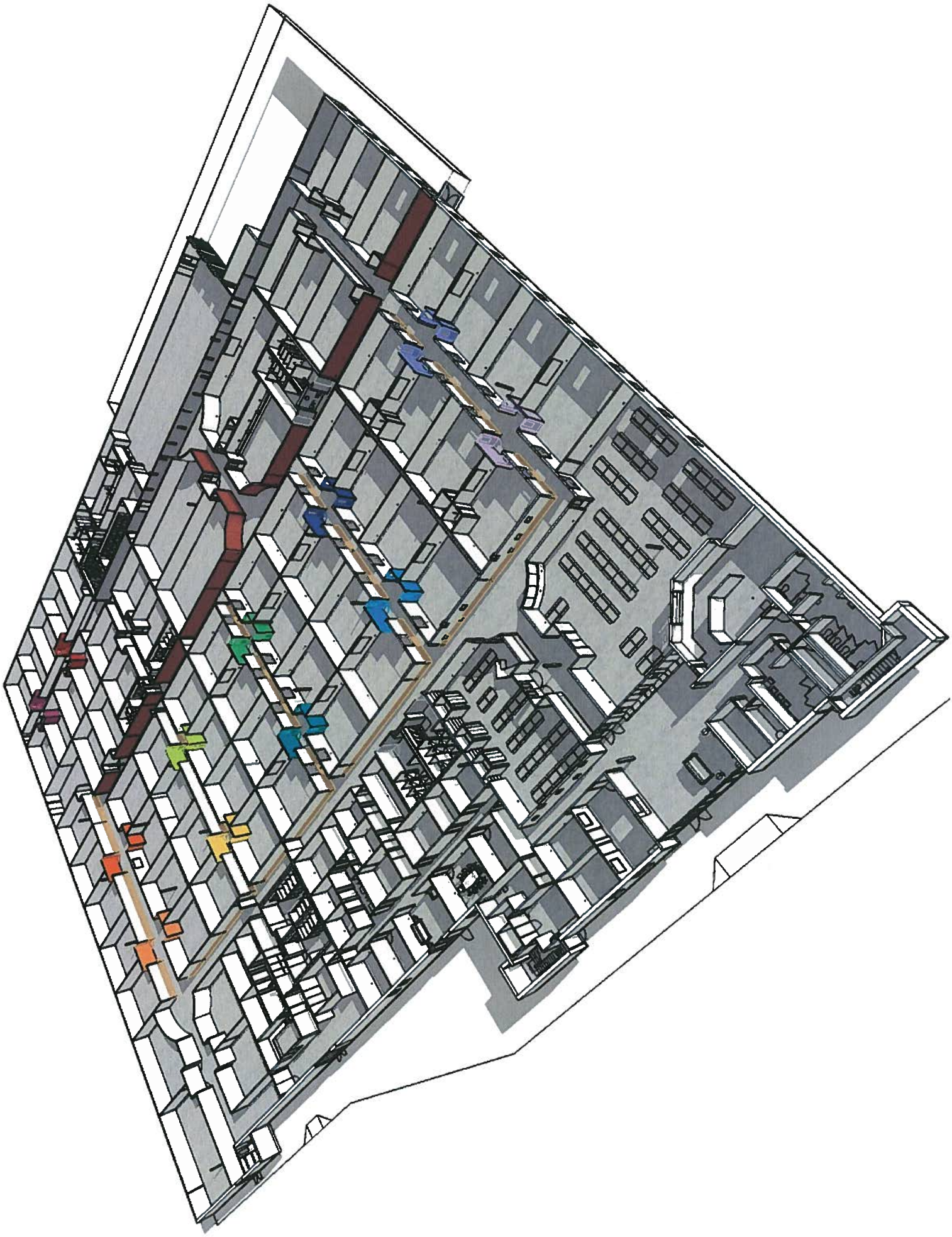
By:_____
Its:_____

EXHIBIT A
DESCRIPTION OF PROJECT

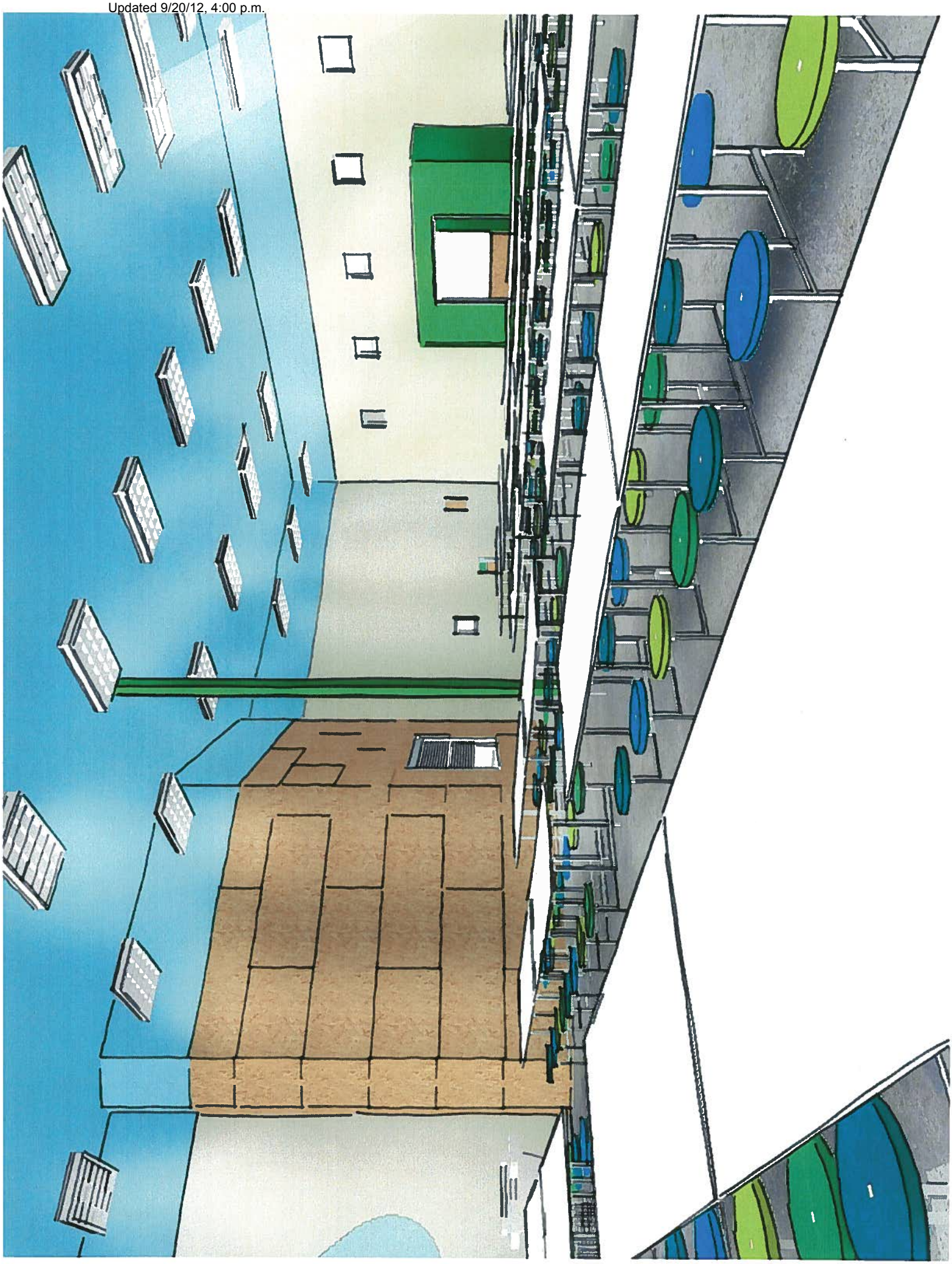
Updated 9/20/12, 4:00 p.m.



Updated 9/20/12, 4:00 p.m.

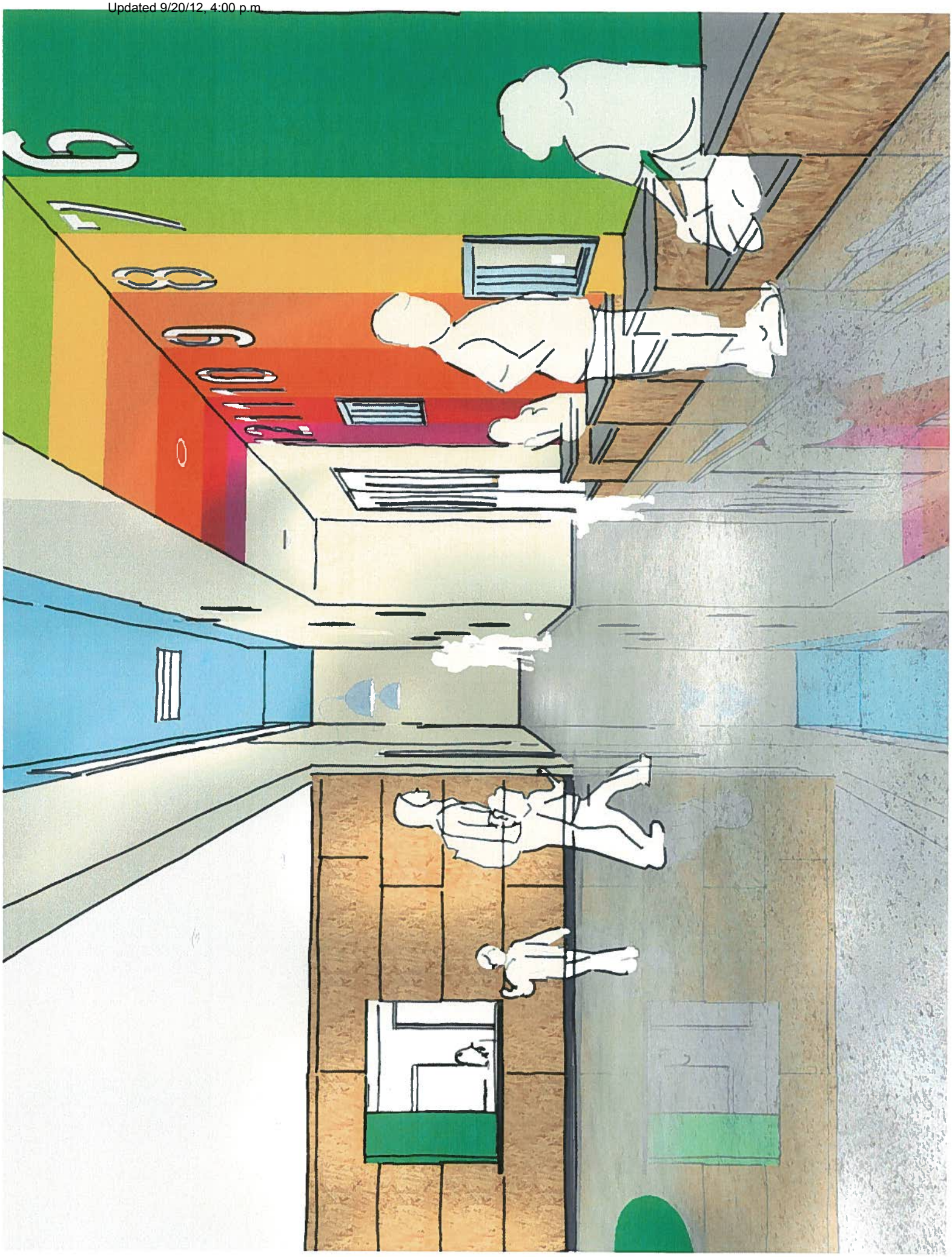


Updated 9/20/12, 4:00 p.m.

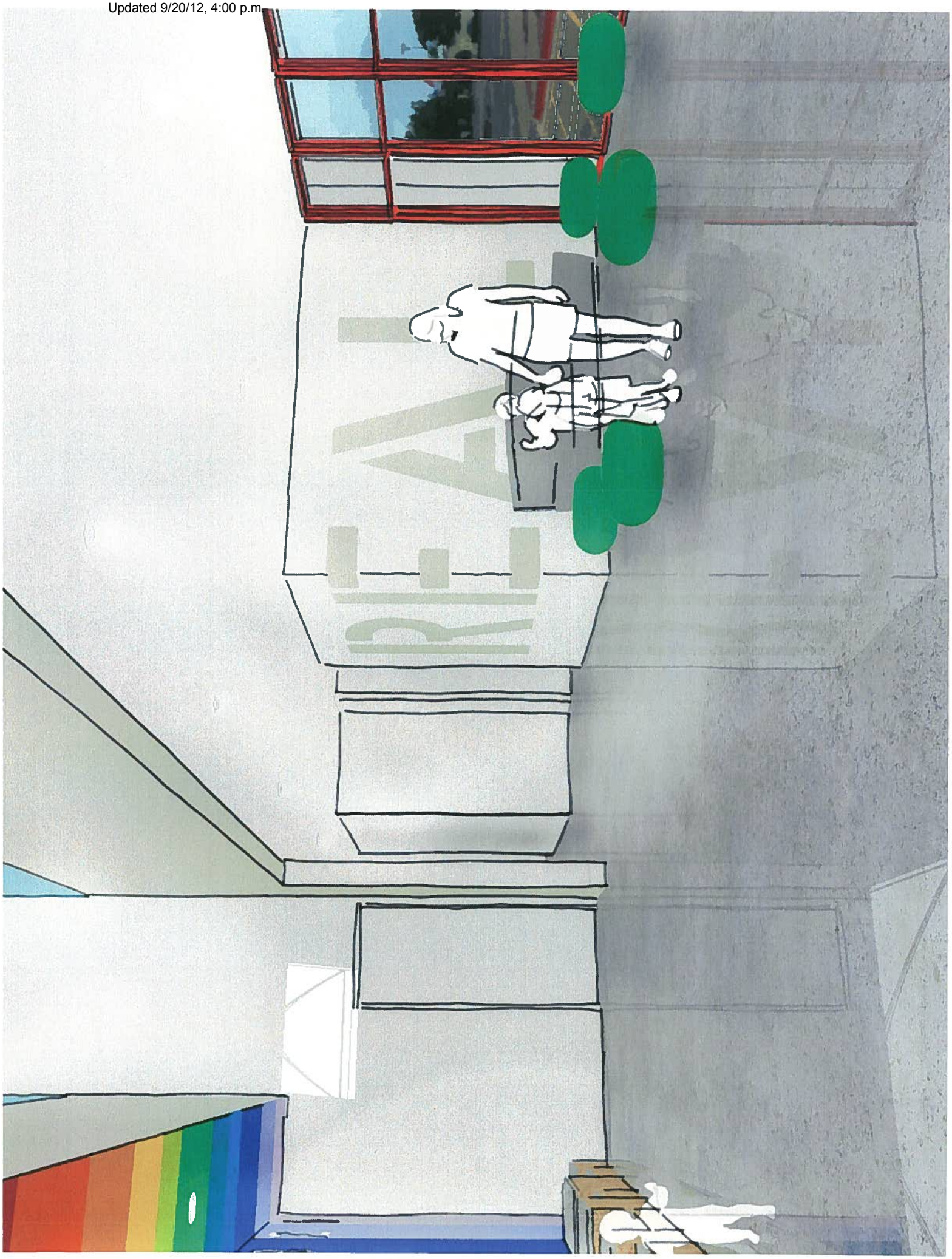


Updated 9/20/12, 4:00 p.m.

Updated 9/20/12, 4:00 p.m.



Updated 9/20/12, 4:00 p.m.



Updated 9/20/12, 4:00 p.m.

Updated 9/20/12, 4:00 p.m.

400.020. ADMISSIONS & ENROLLMENT [CHARTER BOARD POLICY]

The governing body ("Board") of Wayside Schools adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Admissions

Section 1.1. Non-Discrimination Policy. Wayside Schools admissions and enrollment shall be free from discrimination based on sex, national origin, ethnicity, religion, disability, academic, artistic, athletic ability, or the district the child would otherwise attend under state law.

Section 1.2. Admission Application Deadline. Wayside Schools admission application deadline for the following school year is March 15th.

Section 1.3 Lottery. Wayside Schools will conduct the lottery for each of its campuses on April 1st of each year. All applications will be drawn randomly and placed in a class, space permitting. If no opening in the applicant's grade level exists, the applications will be placed in the order they were drawn. Applications received after March 15th will be placed after the lottery applicants in the order they were received.

Section 1.4. Exclusion from Admission. Wayside Schools reserves the right to exclude from admission a student who has a documented history a criminal offense, a juvenile court adjudication, or discipline problems under the Education Code, Chapter 37, Subchapter A.

Section 2. Enrollment

Section 2.1. Eligibility. The Chief Executive Officer, or designee, shall ensure that appropriate measures are taken to verify, on enrollment, that a student is entitled to enroll in Wayside Schools. Areas to be verified include, but are not limited to, a student's residency and grade level.

Section 2.2. Enrollment Documentation. Upon a student's enrollment, the Chief Executive Officer, or designee, shall ensure that a bona fide effort is made to secure all records and required documentation pertaining to the student.

Section 2.3. Establishing Identification. Any of the following documents are acceptable for proof of identification and age: birth certificate; driver's license; passport; school ID card, records, or report card; military ID; hospital birth record; adoption records; church baptismal record; or any other legal document that establishes identity.

600.020 EQUAL OPPORTUNITY [CHARTER BOARD POLICY]

The governing body ("Board") of Wayside Schools adopts the following policy which shall be effective on the date that the policy is adopted by the Board.

SECTION 1. Anti-Discrimination Policy

Wayside Schools' employees shall not engage in discrimination or harassment motivated by race, color, religion, sex, disability, military service, or age directed toward other Wayside Schools' employees or students. A substantiated charge of discrimination and/or harassment shall result in disciplinary action. Retaliation against employees or students who report discrimination and/or harassment is strictly prohibited. Acts of retaliation may result in disciplinary action up to and including termination.

Updated 9/20/12, 4:00 p.m.

WAYSIDE SCHOOLS (EDEN PARK ACADEMY)

Distribution List

Series 2012

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED SEPTEMBER 26, 2012

THE DELIVERY OF THE SERIES 2012A BONDS IS SUBJECT TO THE OPINION OF ANDREWS KURTH LLP, BOND COUNSEL, TO THE EFFECT THAT INTEREST ON THE SERIES 2012A BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES UNDER EXISTING LAW, SUBJECT TO THE MATTERS DESCRIBED UNDER "TAX MATTERS FOR SERIES 2012A BONDS" HEREIN, AND IS NOT INCLUDED IN ALTERNATIVE MINIMUM TAXABLE INCOME OF INDIVIDUALS. SEE "TAX MATTERS FOR SERIES 2012A BONDS" HEREIN FOR A DISCUSSION OF BOND COUNSEL'S OPINION, AND OTHER FEDERAL TAX CONSEQUENCES, INCLUDING THE ALTERNATIVE MINIMUM TAX CONSEQUENCES FOR CORPORATIONS. INTEREST ON THE SERIES 2012B BONDS AND THE SERIES 2012Q BONDS IS NOT EXCLUDABLE FROM GROSS INCOME.

NEW ISSUES - Book-Entry-Only

RATING: S&P: " "
See "RATING" herein.

ISSUER
$13,365,000* Education Revenue Bonds (Wayside Schools) Series 2012A
$715,000* Taxable Education Revenue Bonds (Wayside Schools) Series 2012B
$7,060,000* Taxable Education Revenue Bonds (Wayside Schools) Series 2012Q
(Qualified Zone Academy Bonds - Direct Pay)

Interest Accrues From Date of Delivery

Due: August 15 (as shown on the inside cover page)

Interest on the $13,365,000* ISSUER Education Revenue Bonds (Wayside Schools) Series 2012A (the "Series 2012A Bonds"), the $715,000* ISSUER Taxable Education Revenue Bonds (Wayside Schools) Series 2012B (the "Series 2012B Bonds"), and the $7,060,000 ISSUER Taxable Education Revenue Bonds (Wayside Schools) Series 2012Q (Qualified Zone Academy Bonds - Direct Pay) (the "Series 2012Q Bonds, and together with the Series 2012A Bonds and the Series 2012B Bonds, the "Bonds") accrues from their date of delivery (the "Delivery Date") to the Underwriters identified below (the "Underwriters"), and is payable February 15, 2013, and each February 15 and August 15 thereafter until the earlier of maturity or redemption. The definitive Bonds will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the book-entry-only system described herein. Beneficial ownership of the Bonds may be acquired in denominations of $5,000 and integral multiples thereof. **No physical delivery of the Bonds will be made to the beneficial owners thereof**. Principal of, premium, if any, and interest on the Bonds will be payable by the Bond Trustee, initially Wilmington Trust, National Association (the "Bond Trustee"), to Cede & Co., which will make distribution of the amounts so paid to the beneficial owners of the Bonds. See "BOOK-ENTRY-ONLY SYSTEM" herein.

The Series 2012A Bonds are subject to optional and mandatory redemption prior to maturity, as described herein. The Series 2012B Bonds are subject to mandatory but not optional redemption prior to maturity, as described herein. The Series 2012Q Bonds are subject to optional, special mandatory and extraordinary redemption in certain circumstances. See "THE BONDS – Redemption Provisions" herein.

The Bonds are being issued by, and are special and limited obligations of, the ISSUER (the "Issuer"), and the proceeds thereof will be loaned to Eden Park Academy (the "Borrower"), which operates two open enrollment charter schools under the laws of the State of Texas (the "State"). The proceeds of the Bonds are being loaned to the Borrower for the purposes of (i) financing or refinancing the cost of the acquisition, improvement, construction, renovation and equipping of certain educational facilities for open enrollment charter schools located in the City of Austin, Texas, (the "City") (ii) refinancing outstanding debt of the Borrower, (iii) funding a debt service reserve fund, and (iv) paying the costs of issuing the Bonds (collectively, the "Project"). See "THE PROJECT" herein.

The Bonds are limited obligations of the Issuer, payable solely from revenues received by the Issuer pursuant to two Loan Agreements, each dated as of November 1, 2012 (the "Loan Agreements"), between the Issuer and the Borrower and taxable and tax-exempt promissory notes (together, the "Issuer Master Notes") to be issued under the Master Trust Indenture and Security Agreement, dated as of November 1, 2012, as supplemented by Supplemental Master Trust Indentures No. 1, and No. 2, each dated as of November 1, 2012 (as supplemented, the "Master Trust Indenture"), and all between the Borrower and Wilmington Trust, National Association, as master trustee (the "Master Trustee"), and delivered to the Issuer pursuant to the Loan Agreements, and, in certain circumstances, out of amounts secured by the exercise of remedies provided in the Issuer Master Notes, the Loan Agreements and two Trust Indenture and Security Agreements, each dated as of November 1, 2012, and all between the Issuer and Wilmington Trust, National Association,(" the Bond Trustee"). The Series 2012A Bonds and the Series 2012B Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the "Series 2012A/Series 2012B Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012, (the "Series 2012A/2012B Loan Agreement") between the Issuer and the Borrower. The Series 2012Q Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the "Series 2012Q Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012 (the "Series 2012Q Loan Agreement"), between the Issuer and the Borrower. The Series 2012A/2012B Indenture and the Series 2012Q Indenture are herein together referred to as the "Bond Indentures", and the Series 2012A/2012B Loan Agreement and the Series 2012Q Loan Agreement are herein together referred to as the "Loan Agreements". The Borrower will execute a Deed of Trust and Security Agreement (With Assignment of Rents and Leases), encumbering its campuses in favor of the Master Trustee for the benefit of the holders of the master notes, including the Issuer Master Notes, outstanding under the Master Trust Indenture. The Bonds shall never be payable out of any funds of the Issuer except such revenues and amounts.

THE BONDS ARE NOT OBLIGATIONS OF THE STATE, THE CITY, OR ANY ENTITY OTHER THAN THE ISSUER. NONE OF THE STATE, THE CITY, OR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER. **THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS. ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THIS ENTIRE PRELIMINARY OFFICIAL STATEMENT WITH RESPECT TO THE INVESTMENT SECURITY OF THE BONDS, PARTICULARLY THE SECTION CAPTIONED "RISK FACTORS."**

The Bonds are offered by the Underwriters, subject to prior sale, when, as, and if issued by the Issuer and accepted by the Underwriters, subject, among other things, to the approval of the initial Bonds by the Attorney General of Texas and the approval of certain legal matters by Andrews Kurth LLP, Houston, Texas, Bond Counsel. Certain other matters will be passed upon for the Underwriters by Haynes and Boone, LLP, Houston, Texas. Delivery of the Bonds through the facilities of DTC is expected on or about November 15, 2012.

* Preliminary, subject to change

MATURITY SCHEDULE
$21,140,000*

ISSUER

$13,365,000* Education Revenue Bonds (Wayside Schools) Series 2012A

Maturing August 15[a]	Principal	Interest Rate	Priced to Yield [c]	CUSIP [b]	Maturing August 15[a]	Principal	Interest Rate	Priced to Yield [c]	CUSIP [b]
2013	$ 50,000	%	%		2027	$ 315,000	%	%	
2014	55,000				2028	360,000			
2015	75,000				2029	390,000			
2016	80,000				2030	425,000			
2017	95,000				2031	470,000			
2018	110,000				2032	505,000			
2019	130,000				2033	905,000			
2020	155,000				2034	955,000			
2021	170,000				2035	995,000			
2022	190,000				2036	1,065,000			
2023	220,000				2037	1,125,000			
2024	235,000				2038	1,185,000			
2025	265,000				2039	1,240,000			
2026	290,000				2040	1,310,000			

(Interest to accrue from Delivery Date)

$715,000* Taxable Education Revenue Bonds (Wayside Schools) Series 2012B

Maturing August 15[a]	Principal	Interest Rate	Priced to Yield [c]	CUSIP [b]
2013	$ 100,000	%	%	
2014	200,000			
2015	415,000			

(Interest to accrue from Delivery Date)

$7,060,000 Taxable Education Revenue Bonds (Wayside Schools) Series 2012Q
(Qualified Zone Academy Bonds - Direct Pay)

Maturing August 15[a]	Principal	Interest Rate	Priced to Yield [c]	CUSIP [b]
2034	$ 7,060,000	%	%	

(Interest to accrue from Delivery Date)

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* Preliminary, subject to change.

[a] The Series 2012A Bonds and Series 2012Q Bonds maturing on or after August 15, 2021, are subject to optional redemption prior to scheduled maturity, in whole or in part, on August 15, 2020, and on any date thereafter at par plus accrued interest. The Series 2012A Bonds maturing in the years ____, ____ and _____ are subject to mandatory sinking fund redemption as described herein. See "THE BONDS – Redemption Provisions" herein. The Series 2012Q Bonds are also subject to special mandatory or extraordinary redemption in certain circumstances. The Series 2012B Bonds are not subject to optional redemption but are subject to mandatory redemption prior to maturity. See "THE BONDS" – Redemption Provisions" herein.

[b] **CUSIP numbers have been assigned to this issue by the CUSIP Service Bureau and are included solely for the convenience of the purchasers of the Bonds. None of the Issuer, the Borrower, the Financial Advisor or the Underwriters shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein. CUSIP data herein is provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw Hill Companies, Inc.**

[c] The initial yields at which the Bonds are priced are established by and are the sole responsibility of the Underwriters and may be changed at any time at the discretion of the Underwriters.

USE OF INFORMATION IN PRELIMINARY OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended (the "Rule"), in effect on the date of this Preliminary Official Statement, this document constitutes an Official Statement of the Issuer with respect to the Bonds that has been deemed "final" by the Issuer as of its date except for the omission of no more than the information permitted by the Rule.

No dealer, broker, salesman, or other person has been authorized by the Issuer or the Underwriters to give any information or to make any representations other than those contained in this Preliminary Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the Issuer, Coastal Securities, Inc. (the "Financial Advisor"), or the Underwriters.

This Preliminary Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified so to do or to any person to whom it is unlawful to make such offer or solicitation.

References to or descriptions of financing documents, resolutions, contracts, and other related documents made in this Preliminary Official Statement are subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from the Issuer or from Andrews Kurth LLP, 600 Travis, Suite 4200, Houston, Texas 77002, Attention: Tom Sage, telephone: 713-220-3833.

The information set forth herein has been obtained from sources which are believed to be reliable; however, such information is not guaranteed as to accuracy or completeness by, and is not to be relied upon as, or construed as a promise or representation by, the Issuer, the Financial Advisor, or the Underwriters. All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Bonds are qualified in their entirety by reference to the forms thereof included in the Bond Indentures and the provisions with respect thereto included in the aforesaid documents and agreements. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Preliminary Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the information or opinions set forth herein after the date of this Preliminary Official Statement.

Except for any information provided by Wilmington Trust, National Association, concerning the Master Trustee and Bond Trustee, Wilmington Trust, National Association, has no responsibility for any information in this Preliminary Official Statement. Wilmington Trust, National Association, in its capacity as Master Trustee and Bond Trustee, assumes no responsibility for the accuracy or completeness of the information concerning the Issuer or the Borrower or their respective affiliates or any other party contained in this document or the related documents or for any failure by the Issuer or the Borrower or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information.

Neither the Issuer, the Financial Advisor, nor the Underwriters makes any representation as to the accuracy, completeness, or adequacy of the information supplied by The Depository Trust Company for use in this Preliminary Official Statement.

This Preliminary Official Statement contains forward-looking projections, which may involve known and unknown risks, uncertainties, and other factors which may cause the actual results, performance, and achievements to be different from the future results, performance, or achievements expressed or implied by such forward-looking statements. Any forecast is subject to such risks, uncertainties, and other factors. Some assumptions used to develop forecasts may not be realized and unanticipated events or circumstances may occur. **Investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements.**

The Underwriters have provided the following sentence for inclusion in this Preliminary Official Statement. The Underwriters have reviewed the information in this Preliminary Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

SYNOPSIS

The Bonds are being issued pursuant to two Trust Indenture and Security Agreements each dated as of November 1, 2012 (the "Bond Indentures"), by and between the ISSUER (the "Issuer") and Wilmington Trust, National Association Dallas, Texas, as trustee (the "Bond Trustee"), and a resolution of the Issuer. The proceeds from the sale of the Bonds are being loaned to the Borrower for the purposes of (i) financing or refinancing the cost of the acquisition, improvement, construction, renovation and equipping of certain educational facilities for open enrollment charter schools located in the City of Austin, Texas, (ii) refinancing outstanding debt of the Borrower, (iii) funding a debt service reserve fund, and (iv) paying the costs of issuing the Bonds (collectively, the "Project"). See "THE PROJECT" herein. Once the Project is complete, the Borrower will have the capacity to accommodate 1,500 students.

The Bonds are special and limited obligations of the Issuer, payable solely out of the revenues received by the Issuer pursuant to two Loan Agreements each dated as of November 1, 2012, between the Borrower and the Issuer, and the taxable and tax-exempt promissory notes (the "Issuer Master Notes") to be issued under the Master Trust Indenture and Security Agreement each dated as of November 1, 2012, as supplemented by the Supplemental Master Trust Indentures No. 1, and No. 2, each dated as of November 1, 2012, and all between the Borrower and Wilmington Trust, National Association, Dallas, Texas, as master trustee, (the "Master Trustee") including all money and investments held for the credit of the funds and accounts established by or under the Bond Indentures (except the Rebate Fund created by the Series 2012A/2012B Bond Indenture (hereinafter defined)), and in certain events out of amounts secured through the exercise of the remedies provided in the Bond Indentures, the Loan Agreements, and the Issuer Master Notes upon occurrence of an Event of Default (as defined in the Indentures). The Series 2012A Bonds and the Series 2012B Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the "Series 2012A/Series 2012B Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012, (the "Series 2012A/2012B Loan Agreement") between the Issuer and the Borrower. The Series 2012Q Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the Series 2012Q Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012 (the "Series 2012Q Loan Agreement"), between the Issuer and the Borrower. The Borrower will issue a Deed of Trust and Security Agreement (With Assignment of Rents and Leases) dated as of November 1, 2012, covering its real property comprising the Campuses in favor of the Master Trustee for the benefit of the holders of the Master Notes. The Bonds shall never be payable out of any funds of the Issuer except such revenues and amounts received pursuant to the Loan Agreements, the Issuer Master Notes and the Bond Indentures.

The Borrower is a Texas nonprofit corporation created under the Texas Nonprofit Corporation Act and operates two open-enrollment charter schools under Chapter 12, Texas Education Code, as amended. The Borrower presently provides education to Kindergarten through eighth grade students as authorized under Chapter 12, as amended. See APPENDIX A hereto for detailed information about the Borrower. The Issuer is a nonprofit higher education finance corporation organized and operating under Chapters 53 and 53A, Texas Education Code, as amended. The Issuer will issue the Bonds and loan the proceeds thereof to the Borrower for purposes stated above.

Sale proceeds of the Bonds are anticipated to be applied as follows:

	Series 2012A Bonds	Series 2012B Bonds	Series 2012Q Bonds
Par Amount of Bonds			
Less: Original Issue Discount			
Plus: Other Sources			
TOTAL	$_____	$_____	$_____
	USES		
Project Fund			
Debt Service Reserve Fund			
Costs of Issuance			
Underwriters' Discount			
Debt Service Fund (Additional Proceeds)			
TOTAL	$_____	$_____	$_____

* Preliminary, subject to change.

THE BONDS ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM REVENUES RECEIVED PURSUANT TO THE LOAN AGREEMENTS, THE MASTER NOTES, AND, IN CERTAIN CIRCUMSTANCES, OUT OF AMOUNTS SECURED THROUGH THE EXERCISE OF REMEDIES PROVIDED IN THE BOND INDENTURES, THE LOAN AGREEMENTS, AND THE MASTER NOTES. THE BONDS ARE NOT OBLIGATIONS OF THE STATE, THE CITY OF AUSTIN, TEXAS ("THE CITY"), OR ANY ENTITY OTHER THAN THE ISSUER. NONE OF THE STATE, THE CITY, OR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, NOR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

ANY INFORMATION AND EXPRESSIONS OF OPINION HEREIN CONTAINED ARE SUBJECT TO CHANGE WITHOUT NOTICE AND NEITHER THE DELIVERY OF THIS PRELIMINARY OFFICIAL STATEMENT NOR ANY SALE MADE HEREUNDER SHALL, UNDER ANY CIRCUMSTANCE, CREATE ANY IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE ISSUER, THE BORROWER, OR OTHER MATTERS DESCRIBED HEREIN SINCE THE DATE HEREOF. THE BONDS ARE EXEMPT FROM REGISTRATION WITH THE SECURITIES AND EXCHANGE COMMISSION AND CONSEQUENTLY HAVE NOT BEEN REGISTERED THEREWITH. THE REGISTRATION, QUALIFICATION, OR EXEMPTION OF THE BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF ANY JURISDICTION IN WHICH THE BONDS HAVE BEEN QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF.

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PRELIMINARY OFFICIAL STATEMENT

ISSUER

$13,365,000* Education Revenue Bonds (Wayside Schools) Series 2012A
$715,000* Taxable Education Revenue Bonds (Wayside Schools) Series 2012B
$7,060,000 Taxable Education Revenue Bonds (Wayside Schools) Series 2012Q
(Qualified Zone Academy Bonds - Direct Pay)

This Preliminary Official Statement provides certain information in connection with the issuance by the ISSUER (the "Issuer") of its $13,365,000* Eden Park Academy Education Revenue Bonds (Wayside Schools), Series 2012A (the "Series 2012A Bonds"), its $715,000* Taxable Education Revenue Bonds (Wayside Schools), Series 2012B (the "Series 2012B Bonds") and its $7,060,000 Taxable Education (Wayside Schools), Series 2012Q (the "Series 2012Q Bonds" and, together with the Series 2012A Bonds and the Series 2012B Bonds, the "Bonds" and, together with any Additional Indebtedness as defined in the Master Trust Indenture hereinafter described, the "Debt").

The Bonds are being issued pursuant to two Trust Indenture and Security Agreements, each dated as of November 1, 2012 (the "Bond Indentures"), each by and between the Issuer and Wilmington Trust, National Association, as bond trustee (the "Bond Trustee"), and a resolution of the Issuer (the "Resolution"). The proceeds from the sale thereof will be loaned by the Issuer to Eden Park Academy (the "Borrower"), for the purposes of (i) financing and refinancing the cost of the acquisition, improvement, construction, renovation and equipping of certain educational facilities for open enrollment charter schools located in the City of Austin, Texas (the "City"), (ii) refinancing the outstanding debt of the Borrower, (iii) funding a debt service reserve fund, and (iv) paying the costs of issuing the Bonds (collectively, the "Project"). See "THE PROJECT" herein.

The Bonds are limited obligations of the Issuer, payable solely from revenues received by the Issuer pursuant to two Loan Agreements, each dated as of November 1, 2012, between the Issuer and the Borrower, as amended from time to time, and taxable and tax-exempt promissory notes (together, the "Issuer Master Notes"), to be issued under the Master Trust Indenture and Security Agreement, dated as of November 1, 2012, as supplemented to date, including by Supplemental Master Trust Indentures No. 1, and No. 2, each dated as of November 1, 2012 (as supplemented, the "Master Trust Indenture"), and all between the Borrower and Wilmington Trust, National Association, as master trustee (the "Master Trustee"), and delivered to the Issuer pursuant to the Loan Agreements, and, in certain circumstances, out of amounts secured by the exercise of remedies provided in the Issuer Master Notes, the Loan Agreements and the Bond Indentures. The Series 2012A Bonds and the Series 2012B Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the "Series 2012A/Series 2012B Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012, (the "Series 2012A/2012B Loan Agreement") between the Issuer and the Borrower. The Series 2012Q Bonds are being issued pursuant to a Trust Indenture and Security Agreement dated as of November 1, 2012 (the "Series 2012Q Indenture"), between the Issuer and the Bond Trustee, and the proceeds thereof are being loaned to the Borrower by the Issuer pursuant to a Loan Agreement dated as of November 1, 2012 (the "Series 2012Q Loan Agreement"), between the Issuer and the Borrower. The Series 2012A/2012B Indenture and the Series 2012Q Indenture are herein together referred to as the "Bond Indentures", and the Series 2012A/2012B Loan Agreement and the Series 2012Q Loan Agreement are herein together referred to as the "Loan Agreements". The Borrower will execute a Deed of Trust and Security Agreement (With Assignment of Rents and Leases) encumbering its campuses in favor of the Master Trustee for the benefit of the holders of the master notes, including the Issuer Master Notes, outstanding under the Master Trust Indenture. The Bonds shall never be payable out of any funds of the Issuer except such revenues and amounts.

THE BONDS ARE NOT OBLIGATIONS OF THE STATE, THE CITY, OR ANY ENTITY OTHER THAN THE ISSUER. NONE OF THE STATE, THE CITY, OR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

This Preliminary Official Statement includes descriptions of, among other items, the Resolution, the Master Trust Indenture, the Issuer Master Notes, the Deed of Trust, the Bond Indentures, the Loan Agreements, the Bonds, the Issuer, the Borrower, and the system of charter schools under Texas law. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of the final versions of the Resolution, the Master Trust Indenture, the Issuer Master Notes, the Deed of Trust, the Bond Indentures and the Loan Agreements, as executed, are available from Andrews Kurth LLP, 600 Travis, Suite 4200 Houston, Texas 77002, Attention: Tom Sage, telephone: 713-220-3833.

Any capitalized term used herein and not otherwise defined will have the meaning set forth for such term in the Master Trust Indenture, the Bond Indentures or the Loan Agreements, as appropriate.

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* Preliminary, subject to change.

THE PROJECT

Purpose

The Borrower operates two open enrollment charter schools under Chapter 12, Texas Education Code, as amended. The Issuer is a nonprofit higher education finance corporation organized and operating under Chapters 53, 53A, and 53B, Texas Education Code, as amended. The Issuer will issue the Bonds and loan the proceeds thereof to the Borrower for the purposes of (i) financing or refinancing the acquisition, improvement, construction, renovation and equipping of certain educational facilities for open enrollment charter schools, (ii) refinancing certain outstanding debt of the Borrower, (iii) funding a debt service reserve fund, and (iv) paying the costs of issuing the Bonds (collectively, the "Project").

The Facilities

The Borrower currently operates three schools at the following locations, collectively, the "Campuses":

Eden Park Academy (Pre K – 8)
6215 Manchaca Road
Austin, Texas 78745

Sci Tech Preparatory (9th)
6215 Manchaca Road
Austin, Texas 78745

Real Learning Academy (Pre K – 3)
6405 South IH -35
Austin, Texas 78744

The following is a brief description of the facilities to be financed as part of the Project.

The Borrower plans to use the proceeds from the sale of the Bonds i) to refinance an existing loan, the proceeds of which were used to purchase an existing building Eden Park Academy; ii) to purchase a new building to be used as the middle school located at _____; iii) to renovate the new middle school building and the existing campus and, iv) purchase equipment and furniture for both campuses. A summary of the costs associated with the facilities is summarized in the following table.

	Estimated Costs
Property Acquisition - Site Costs	$10,250,000
Refinance Eden Park Academy	2,365,000
Renovate New Campus	4,056,246
Renovate Current Campus	2,000,000
Equipment	1,000,000

ESTIMATED SOURCES AND USES OF FUNDS*

Sale proceeds of the Bonds are anticipated to be applied as follows:

	Series 2012A Bonds	Series 2012B Bonds	Series 2012Q Bonds
Par Amount of Bonds			
Less: Original Issue Discount			
Plus: Other Sources			
TOTAL	$_____	$_____	$_____
USES			
Project Fund			
Debt Service Reserve Fund			
Costs of Issuance			
Underwriters' Discount			
Debt Service Fund (Additional Proceeds)			
TOTAL	$_____	$_____	$_____

* Preliminary, subject to change.

THE BONDS

Description

The Bonds will be issued in the aggregate principal amounts, will mature on the dates and in the amounts, and will bear interest at the rates per annum, set forth on the inside cover page of this Preliminary Official Statement. Interest on the Bonds will accrue from the Delivery Date, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. Interest is payable on February 15, 2013, and on each August 15 and February 15 thereafter until the earlier of maturity or redemption.

The Bonds will be initially issued in book-entry only form, as discussed under "BOOK-ENTRY-ONLY SYSTEM" herein, but may be subsequently issued in fully registered form only, without coupons, and in any case, will be issued in denominations of $5,000 and integral multiples thereof.

The principal of, premium, if any, and interest on the Bonds are payable in lawful money of the United States of America. Amounts due on the Bonds will be paid by check mailed to the owner thereof at its address as it appears on the bond registration books at the close of business on the last business day of the calendar month preceding any Interest Payment Date, regardless of whether such day is a Business Day (the "Regular Record Date"). Upon written request of a registered owner of at least $1,000,000 in principal amount of Bonds, all payments of principal, premium, if any, and interest on Bonds will be paid by wire transfer (at the risk and expense of such registered owner) in immediately available funds to an account located in the United States designated by such registered owner. Notwithstanding the foregoing, while the Bonds are held in book-entry-only form, interest, principal, and redemption premium, if any, will be paid through The Depository Trust Company ("DTC") as described under "BOOK-ENTRY-ONLY SYSTEM" herein.

Designation of Series 2012Q Bonds as Qualified Zone Academy Bonds

The Issuer and the Borrower have designated the Series 2012Q Bonds as "Qualified Zone Academy Bonds" pursuant to Section 54E. An issuer of Qualified Tax Credit Bonds must receive an allocation of the national qualified zone academy bond limitation. The State received an allocation of $132,788,000 in 2009 and $128,252,000 in 2010 from the United States Department of Treasury, and the Texas Education Agency (the "TEA") is responsible for further allocation of such funds to issuers within the State. The Borrower submitted an application to the TEA and received an allocation sufficient for the issuance of the Series 2012Q Bonds.

The Issuer and the Borrower have irrevocably elected to designate the Series 2012Q Bonds as "specified tax credit bonds" within the meaning of section 6431(f)(3)(B) of the Code. Therefore, the Borrower will be eligible to receive a cash subsidy from the United States Treasury in connection with such election. Pursuant to section 6431 of the Code, the Borrower expects to receive cash subsidy payments (the "Federal Subsidy") from the United States Treasury equal to the lesser of (i) 100 percent of the interest payable on an interest payment date for the Series 2012Q Bonds, or (ii) the amount of interest which would have been payable under such Series 2012Q Bond on such interest payment date if such interest were determined at the applicable credit rate determined under section 54A(b)(3) of the Code with respect to such Series 2012Q Bond. The Federal Subsidy received by the Borrower will not be pledged to payment of the Series 2012Q Bonds and may be used for any lawful purpose of the Borrower, including but not limited to, the payment of debt service on the Series 2012Q Bonds. No holder of the Bonds will be entitled to a tax credit with respect to the Series 2012Q Bonds.

Although the Borrower expects to receive the Federal Subsidy contemporaneously with each applicable interest payment date of the Series 2012Q Bonds, the Borrower anticipates that until the subsidy program is fully implemented there may be a delay in the receipt of the payments.

The receipt of the Federal Subsidy is subject to certain requirements, including the filing of a form with the Internal Revenue Service (the "IRS") prior to each interest payment date. The Federal Subsidy does not constitute a full faith and credit guarantee of the United States Government, but is required to be paid by the United States Treasury under the Code.

Redemption Provisions

Optional Redemption. The Series 2012A Bonds and the 2012Q Bonds maturing on or after August 15, 2021, are subject to optional redemption prior to scheduled maturity, in whole or in part, on August 15, 2020, and on any date thereafter, at the option of the Borrower at a redemption price of par, plus accrued interest to the date of redemption. The Series 2012B Bonds are not subject to optional redemption prior to maturity.

Mandatory Sinking Fund Redemption. The Series 2012A Bonds maturing on August 15 in the years 20__, 20__ and 20__ are subject to mandatory sinking fund redemption and will be redeemed by the Issuer at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on the dates, and in the principal amounts shown in the following schedule:

Series 2012A Bonds Maturing August 15, 20__

Principal Amount	Redemption Date
$	

Series 2012A Bonds Maturing August 15, 20__

Principal Amount	Redemption Date
$	

Series 2012A Bonds Maturing August 15, 20__

Principal Amount	Redemption Date
$	

Mandatory Sinking Fund Redemption. The Series 2012B Bonds maturing on August 15 in the years 20__, 20__ and 20__ are subject to mandatory sinking fund redemption and will be redeemed by the Issuer at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on the dates, and in the principal amounts shown in the following schedule:

Series 2012B Bonds Maturing August 15, 20__

Principal Amount	Redemption Date
$	

Mandatory Redemption Upon Determination of Taxability. The Series 2012A Bonds will be redeemed in whole prior to maturity on a date selected by the Borrower which is not more than 120 days following the receipt by the Bond Trustee of written notice of the occurrence of a Determination of Taxability at a redemption price equal to 100% of the principal amount thereof plus interest to the redemption date.

Mandatory Redemption With Excess Proceeds. To the extent that 100% of the Available Project Proceeds are not expended for Qualified Purposes (as defined herein) by the close of the 3-year period beginning on the date of delivery of the Series 2012Q Bonds (or if an extension of such expenditure period has been received by the Borrower from the Secretary of the Treasury by the close of the extended period), the Borrower shall redeem an amount of Series 2012Q Bonds equal to such unexpended proceeds (rounded up to the next highest authorized denomination) within 90 days after the end of such period, at a redemption price equal to the principal amount thereof, plus any accrued but unpaid interest on the Series 2012Q Bonds to the date fixed for redemption, payable from such unexpended proceeds of sale of the Series 2012Q Bonds held by the Borrower.

Extraordinary Optional Redemption. The Bonds are subject to extraordinary redemption, at the option of the Issuer upon the request of a Borrower Representative, at a redemption price of par plus interest accrued thereon to the redemption date, without premium, on any date, in the event that the Project is damaged, destroyed, or condemned or threatened to be condemned, (i) in whole, if, in accordance with the terms of the Loan Agreements, the Project is not reconstructed, repaired or replaced upon the change or destruction thereof, from insurance or condemnation proceeds transferred from the respective Construction Funds to the Series 2011 Debt Service Fund which, together with an amount required to be paid by the Borrower pursuant to the Loan Agreements, will be sufficient to pay the Bonds in full, or (ii) in part, after reconstruction, repair, or replacement of the Project in accordance with the terms of the Loan Agreements, from excess insurance or condemnation proceeds transferred from the Construction Fund to the Series 2011 Debt Service Fund for such purpose.

Extraordinary Redemption due to loss of Qualified School Construction Bond Status. Prior to August 15, 2021, upon a Determination of a Loss of Qualified School Construction Bond Status, the Series 2012Q Bonds are subject to extraordinary redemption prior to their maturity date, at the option of the Borrower, in whole, on any date designated by the Borrower, at a redemption price equal to the greater of:

(1) the principal amount of the Series 2012Q Bonds to be redeemed; or

(2) the sum of the present value of (i) the remaining scheduled payments of principal and interest prior to August 15, 2021, not including any portion of those payments of interest accrued and unpaid as of the date on which the Series 2012Q Bonds are to be redeemed, discounted to the date on which the Series 2012Q Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus 100 basis points, plus accrued and unpaid interest on the

Series 2012Q Bonds to be redeemed to the redemption date, and (ii) the present value of the remaining principal subject to optional call on February 15, 2020, discounted to the date on which the Series 2012Q Bonds are to be redeemed on a semi-annual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate, plus 100 basis points.

The term "Qualified Purpose" means the construction, rehabilitation, or repair of a public school facility or the acquisition of land on which such a facility is to be constructed with part of the proceeds of the Series 2012Q Bonds.

The term "Available Project Proceeds" means proceeds from the sale of the Series 2012Q Bonds, less costs of issuance not to exceed 2% of such proceeds, plus investment earnings on the proceeds of such Series 2012Q Bonds pending their expenditure.

The term "Date of Loss of Qualified School Construction Bond Status" means the date specified in a Determination of a Loss of Qualified School Construction Bond Status as the date from and after which the Series 2012Q Bonds lost their status, or failed to qualify, as Qualified Zone Academy Bonds as a result of an Accountable Event of Loss of Qualified School Construction Bond Status (defined below), which date could be as early as the date of issuance of the Series 2012Q Bonds.

The term "Determination of a Loss of Qualified School Construction Bond Status" means (a) a final determination by the IRS (after the Borrower has exhausted all administrative appeal remedies and has determined not to pursue any remedies in a court of competent jurisdiction) determining that an Accountable Event of Loss of Qualified School Construction Bond Status has occurred and specifying the Date of Loss of Qualified School Construction Bond Status, or (b) a non-appealable holding by a court of competent jurisdiction holding that an Accountable Event of Loss of Qualified School Construction Bond status has occurred.

The term "Accountable Event of Loss of Qualified School Construction Bond Status" means (a) any act or any failure to act on the part of the Borrower, which act or failure to act is a breach of a covenant or agreement of the Borrower contained in the Series 2012Q Bond Indenture or Series 2012Q Loan Agreement and which act or failure to act causes the Series 2012Q Bonds to lose their status, or fail to qualify, as Qualified School Construction Series 2012Q Bonds, or (b) the making by the Borrower of any representation contained in the Series 2012Q Bond Indenture or Series 2012Q Loan Agreement, or the Federal Tax Certificate, of the Series 2012Q Bonds, which representation was untrue when made and the untruth of which representation at such time causes the Series 2012Q Bonds to lose their status, or fail to qualify, as Qualified Zone Academy Bonds under the Code.

"Treasury Rate" means, with respect to any redemption date for a particular Series 2012Q Bond, the yield to maturity as of such redemption date of United States Treasury securities with a constant maturity (as compiled and published in the most recent Federal Reserve Statistical Release H.15 (519) that has become publicly available at least two Business Days prior to the redemption date (excluding inflation indexed securities) (or, if such Statistical Release is no longer published, any publicly available source of similar market data)) most nearly equal to the period from the redemption date to the maturity date of the Series 2012Q Bond to be redeemed; provided, however, that if the period from the redemption date to such maturity date is less than one year, the weekly average yield on actually traded United States Treasury securities adjusted to a constant maturity of one year will be used. At the request of the Trustee, the make-whole optional redemption price of the Series 2012Q Bonds to be redeemed will be determined by an independent accounting firm, investment banking firm or financial advisor retained by the Borrower at the Borrower's expense to calculate such redemption price. The Trustee and the Borrower may conclusively rely on the determination of such redemption price by such independent accounting firm, investment banking firm or financial advisor and will not be liable for such reliance.

Redemption in Part. If less than all of the Bonds are called for redemption, the particular Bonds or portions thereof to be redeemed will be redeemed by the Bond Trustee in accordance with the written direction of the Borrower; provided, however, that portions of the Bonds will be redeemed in Authorized Denominations; and provided further, that no redemption will result in an outstanding Bond being held in less than an Authorized Denomination.

In case part, but not all, of a Bond is selected for redemption, the owner thereof or his attorney or legal representative must present and surrender the Bond to the Bond Trustee for payment of the redemption price, and the Issuer will cause to be executed, authenticated, and delivered to or upon the order of such owner or his attorney or legal representative, without charge therefor, in exchange for the unredeemed portion of the principal amount of such Bond so surrendered, a Bond of the same maturity and bearing interest at the same rate.

Notice of Redemption. At least 30 days prior to the date fixed for any redemption of Bonds, but not more than 60 days prior to any redemption date, the Bond Trustee will cause a written notice of such redemption to be mailed by first class mail, postage prepaid, to the Registered Owners of the Bonds to be redeemed, at such Owner's address appearing on the bond registration books on the date such notice is mailed by the Bond Trustee. Any notice mailed as provided herein will be conclusively presumed to have been given, irrespective of whether or not received. By the date fixed for any such redemption, due provision will be made with the Bond Trustee for the payment of the principal amount of the Bonds being redeemed, premium, if any, and interest accrued thereon. If such written notice of redemption is made and if due provision for payment of the redemption price is made, all as provided above and in the Bond Indentures, the Bonds which are to be redeemed thereby automatically will be deemed to have been redeemed prior to their scheduled maturity, and they will not bear interest after the date fixed for redemption, and they will not be regarded as being Outstanding except for the right of the Owner to receive the redemption price out of the funds provided for such payment. If any Bond is not paid upon the surrender thereof at the maturity or redemption date thereof, such Bond will continue to be Outstanding and will continue to bear interest until paid at the interest rate borne by such Bond.

Additional Debt

Subject to certain conditions described below provided in the Master Trust Indenture, the Borrower has reserved the right to issue additional Debt (as defined in the Master Trust Indenture) which is secured under the Master Trust Indenture on parity with the Bonds.

Assuming that no Event of Default under the Master Trust Indenture has occurred or will result from the issuance of any additional Debt, and satisfaction of the applicable requirements of Section 212 of the Master Trust Indenture, such additional Debt may be issued if the following conditions are met:

(1) Delivery of an Officer's Certificate stating that the Master Indenture is in effect and no Event of Default is then existing under the Master Indenture or any Debt Outstanding or any agreement entered into in conjunction with such Debt;

(2) Such Debt shall be secured on a parity with respect to the Trust Estate and shall be payable by the issuer solely from the Adjusted Revenues and other amounts derived from the loan agreement relating to such Debt (except to the extent paid out of moneys attributable to the proceeds derived from the sale of the additional Debt or to income from the temporary investment thereof);

(3) Sufficient funds must be evidenced as follows:

(A) Historical Coverage on Outstanding Debt. Delivery of an Officer's Certificate stating that, for either the Company's most recently completed Fiscal Year or for any consecutive 12 months out of the most recent 18 months immediately preceding the issuance of the additional Debt:

(i) for Fiscal Years 2013 - 2017, both inclusive, the Available Revenues equal at least 1.20 times Average Annual Debt Service on all Debt then Outstanding prior to the issuance of the additional Debt; and

(ii) for Fiscal Years 2018 and thereafter, the Available Revenues equal at least 1.20 times Maximum Annual Debt Service on all Debt then Outstanding prior to the issuance of the additional Debt; and

(B) Projected Coverage for Additional Debt. An Independent Management Consultant selected by the Company provides a written report setting forth projections which indicate that the estimated Available Revenues are equal to at least 1.00 times Maximum Annual Debt Service for all Debt then Outstanding, including the proposed additional Debt, in the Fiscal Year immediately following the completion of the Project being financed. The report of the Independent consultant shall take into account (i) the audited results of operations and verified enrollment of the Project for the most recently completed Fiscal Year and (ii) the projected enrollment for the Fiscal Year immediately following the completion of the new Project, and shall assume that the proposed additional Debt shall have been outstanding for the entire year;

(4) Alternate Coverage for Additional Debt. In lieu of the requirements described above, the Company may deliver an Officer's Certificate stating that, based on the audited results of the operations for the most recently completed Fiscal Year, the Available Revenues equal at least 1.10 times Maximum Annual Debt Service on all Debt then Outstanding as well as the additional Debt;

(5) Bond Counsel shall render an opinion to the Master Trustee to the effect that the issuance of the proposed additional Debt will not cause the interest on the Related Bonds Outstanding issued as tax-exempt bonds to be includable in the gross income of the Owners thereof for purposes of federal income taxation;

(6) The Company shall obtain and provide to the Master Trustee an Opinion of Counsel to the effect that the security interest in fixtures and equipment and personal property granted under the Deed of Trust has been created and perfected under the Uniform Commercial Code as currently in effect in the State of Texas, including but not limited to Article 9, as amended; and

(7) So long as the Trust Estate contains the lien of the Deed of Trust upon any real property of the Company, the Company shall obtain and provide to the Master Trustee an endorsement of the title insurance policy issued in connection with the Debt increasing the coverage thereunder by an amount equal to the aggregate principal amount of the additional Debt.

If additional Debt is being issued for the purpose of refunding any Outstanding Debt, the reports required by clauses (3) and (4) above to be delivered shall not apply so long as both the total and Maximum Annual Debt Service Requirements on all Outstanding Debt after issuance of the additional Debt will not exceed both the total and the Maximum Annual Debt Service Requirements on all Outstanding Debt prior to the issuance of such additional Debt.

In the event such additional Debt is being issued or incurred for the purpose of completing any project (as that term is defined from time to time in connection with the issuance of additional Debt) for which additional Debt is issued or incurred, such additional debt may be issued in amounts not to exceed 10% of the principal amount of the Debt last issued for such project upon delivery of an Officer's Certificate that such additional Debt is required to fund the costs of completion; provided that such additional Debt must comply with any applicable requirements imposed by the Related Bond Indenture and Related Loan Documents.

For additional information, see "RISK FACTORS – Risk of Additional Debt" herein and "APPENDIX E – SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE" attached hereto.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and accredited by DTC while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Preliminary Official Statement. The Issuer, the Financial Advisor, and the Underwriters believe the source of such information to be reliable, but take no responsibility for the accuracy or completeness thereof.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds (herein, the "Securities"). The Securities will be issued as fully-registered securities in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities and Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, the National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmations from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices

to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Securities within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Issuer or Bond Trustee on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Bond Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Bond Trustee. Disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the Issuer or the Bond Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Securities certificates are required to be printed and delivered.

The Issuer may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Securities certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Issuer believes to be reliable, but the Issuer takes no responsibility for the accuracy thereof.

SECURITY AND SOURCE OF PAYMENT

Security for the Bonds

THE BONDS ARE LIMITED OBLIGATIONS OF THE ISSUER, PAYABLE SOLELY FROM REVENUES RECEIVED PURSUANT TO THE LOAN AGREEMENTS, THE ISSUER MASTER NOTES, AND, IN CERTAIN CIRCUMSTANCES, OUT OF AMOUNTS SECURED THROUGH THE EXERCISE OF REMEDIES PROVIDED IN THE BOND INDENTURES, THE LOAN AGREEMENTS, AND THE ISSUER MASTER NOTES. THE BONDS ARE NOT OBLIGATIONS OF THE STATE, THE CITY, OR ANY ENTITY OTHER THAN THE ISSUER. NONE OF THE STATE, THE CITY, OR ANY POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE SHALL BE OBLIGATED TO PAY THE BONDS OR THE INTEREST THEREON AND NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE, THE CITY, OR ANY OTHER POLITICAL CORPORATION, SUBDIVISION, OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS. THE ISSUER HAS NO TAXING POWER.

The Loan Agreements

The Bonds are payable from and secured by (i) a pledge and assignment to the Bond Trustee of the Issuer's rights under the Loan Agreements and rights of the Issuer to receive loan payments thereunder (excluding certain fees and expenses and certain indemnity payments payable to the Issuer), and (ii) amounts payable by the Borrower under the Issuer Master Notes. Pursuant to the Loan Agreements, the Borrower agrees to make loan payments to the Issuer sufficient to provide funds to make required payments of principal, premium, if any, and interest on the Bonds in full, which loans shall be evidenced by the Issuer Master Notes. All such loan payments are required to be made to the Bond Trustee by the Borrower (see "APPENDIX G – SUBSTANTIALLY FINAL FORMS OF LOAN AGREEMENTS" attached hereto).

The Issuer Master Notes

Pursuant to the Loan Agreements, the Borrower will execute and deliver to the Bond Trustee, as the designee of the Issuer, the Issuer Master Notes in the principal amounts equal to the respective principal amounts of the Bonds. Payments under the Issuer Master Notes are scheduled to be made at the times and in the amounts required to pay Debt Service on the Bonds and will be credited against the loan payments required to be made by the Borrower under the Loan Agreements (see "APPENDIX G – SUBSTANTIALLY FINAL FORMS OF LOAN AGREEMENTS" attached hereto).

The Master Trust Indenture

The Issuer Master Notes issued by the Borrower to the Bond Trustee evidencing the obligation of the Borrower to make the payments required under the Loan Agreements are duly authorized promissory notes of the Borrower issued pursuant to and secured by the Master Trust Indenture. Under the Master Trust Indenture, the Borrower unconditionally and irrevocably covenants that it will promptly pay the principal of, premium, if any, and interest and any other amount due on every Note issued under the Master Trust Indenture, subject to certain limitations relating to fraudulent conveyance, insolvency, and other considerations, and has granted a security interest in its Revenues to the Master Trustee, which Revenues are pledged to the payment of the Notes issued under the Master Trust Indenture, including the Issuer Master Notes. The Borrower has also granted a lien on certain real and personal property for the benefit of the Master Trustee (see "APPENDIX E – SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE" – attached hereto).

Revenue Fund

As security for the repayment of the Notes, including the Issuer Master Notes, and the performance by the Borrower of its other obligations under the Master Trust Indenture, the Borrower has covenanted and agreed in the Master Trust Indenture that, if an Event of Default under the Master Trust Indenture shall occur, it will deliver or cause to be delivered to the Master Trustee within five Business Days from the day of receipt all of the Adjusted Revenues for deposit into the Revenue Fund held by the Master Trustee.

The Master Trustee is required to immediately transfer funds on deposit in the Revenue Fund in accordance with the Master Trust Indenture. To the extent funds in the Revenue Fund are transferred by the Master Trustee in accordance with the requirements of the Master Trust Indenture and are sufficient for such purposes, the transfer and application of such funds for the purposes described in the Master Trust Indenture shall be considered to satisfy the related Loan Payment obligations of the Borrower. To the extent funds in the Revenue Fund are ever insufficient to satisfy the transfer requirements of the Master Trust Indenture, the Borrower may make the related Loan Payments from funds other than the Adjusted Revenues, if any.

The Master Trust Indenture provides that the Master Trustee will immediately withdraw and pay or deposit from the amounts on deposit in the Revenue Fund the following amounts in the order of priority indicated:

(1) to the Master Trustee any fees or expenses which are then due and payable;

(2) equally and ratably to the Holder of each instrument evidencing a Master Note on which there has been a default an amount equal to all defaulted principal of (or premium, if any) and interest on such Master Note;

(3) a transfer to the Interest Account of an amount necessary to accumulate in equal monthly installments the interest on the Notes due and payable on the next Interest Payment Date; provided, however, that to the extent available, each transfer made on the fifth Business Day before the end of the month immediately preceding each Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Interest Account, the balance of the interest due on the Notes on the next succeeding Interest Payment Date. There shall be paid from the Interest Account equally and ratably to the Holder of each instrument evidencing a Master Note the amount of interest on each Master Note as such interest becomes due;

(4) a transfer to the Principal Account of the amount necessary to accumulate in equal monthly installments the principal of the Notes maturing or subject to mandatory sinking fund redemption on the next Interest Payment Date taking into account with respect to each such payment (i) any other money actually available in the Principal Account for such purpose and (ii) any credit against amounts due on each Interest Payment Date granted pursuant to other provisions of the Master Trust Indenture; provided, however, that to the extent available, the transfer made on the fifth Business Day before the end of each month immediately preceding such Interest Payment Date shall be in an amount to provide, together with amounts then on deposit in the Principal Account, the balance of the principal maturing or subject to mandatory sinking fund redemption on such Interest Payment Date. There shall be paid from the Principal Account equally and ratably to the Holder of each instrument evidencing a Master Note the amount of principal payments due on each Master Note, whether at maturity or earlier mandatory redemption (other than by reason of acceleration of maturity or other demand for payment), as such principal becomes due;

(5) to the Holder of any Master Note entitled to maintain a reserve fund for the payment of such Master Note, an amount sufficient to cause the balance on deposit in such reserve fund to equal the required balance in 12 equal monthly installments; and

(6) to the Borrower, the amount specified in a Request as the amount of ordinary and necessary expenses of the Borrower for its operations for the following month.

Any balance remaining in the Revenue Fund on the later of the last day of any fiscal year or the day following the end of the month in which all Events of Default under the Master Trust Indenture have been cured will be paid to the Borrower at its depository bank upon request to be used for any lawful purpose.

The Bond Indentures

Under the Bond Indentures, the Issuer will grant to the Bond Trustee for the equal and ratable benefit of the holders of the respective series of Bonds, all of the Issuer's right, title, and interest in and to, among other things, the following: (i) the Loan Agreements, including all amounts payable thereunder, including but not limited to the Loan Payments, the Issuer Master Notes, any and all security heretofore or hereafter granted or held for the payment thereof, and the present and continuing right to bring actions and proceedings under the Loan Agreements or for the enforcement thereof and to do any and all things which the Issuer is or may become entitled to do thereunder, but excluding the amounts agreed to be paid by the Borrower noted in such Loan Agreements, (ii) all money and investments held for the credit of the funds and accounts established by or under the Bond Indentures (except the Rebate Fund established under the Series 2012A/Series 2012B Bond Indenture) as described in the Bond Indentures, and (iii) any and all property that may, from time to time hereafter, by delivery or by writing of any kind, be subjected to the lien and security interest thereof by the Issuer or by anyone on its behalf, which subjection to the lien and security interest thereof of any such property as additional security may be made subject to any reservations, limitations, or conditions that shall be set forth in a written instrument executed by the Issuer or the Person so acting on its behalf or by the Bond Trustee respecting the use and disposition of such property or the proceeds thereof (see "APPENDIX F – SUBSTANTIALLY FINAL FORMS OF TRUST INDENTURE AND SECURITY AGREEMENTS" attached hereto).

Debt Service Fund

The Bond Indentures each establish a Debt Service Fund. The money deposited into each Debt Service Fund, together with all investments thereof and investment income therefrom, will be held in trust and applied solely as provided in the respective Bond Indenture. Thereafter, the Bond Trustee will deposit to the credit of the Debt Service Fund immediately upon receipt: (i) amounts due and payable by the Borrower pursuant to the terms of the Loan Agreements and the Issuer Master Notes, (ii) any other amounts required by the Bond Indentures, and (iii) any other amounts delivered to the Bond Trustee for deposit thereto. On each Interest Payment Date, the Bond Trustee will withdraw money from the Debt Service Fund to pay the principal and interest due on the Bonds.

Debt Service Reserve Fund

The Series 2012A/Series 2012B Bond Indenture establishes a Debt Service Reserve Fund for the Series 2012A and 2012B Bonds. There will initially be deposited in the Debt Service Reserve Fund from the proceeds of the Series 2012A and Series 2012B Bonds an amount equal to the least of (i) the Maximum Annual Debt Service on the Bonds, (ii) one hundred twenty-five percent (125%) of the average annual Debt Service on the Series 2012A and Series 2012B Bonds, or (iii) ten percent (10%) of the initial principal amount of the Series 2012A and Series 2012B Bonds (or sale proceeds in the event that the amount of original issue discount exceeds two percent multiplied by the stated redemption price at maturity of the Series 2012A and Series 2012B Bonds) (the "Reserve Fund Requirement").

Except as otherwise provided in the Series 2012A/Series 2012B Bond Indentures, the Debt Service Reserve Fund at all times will be maintained at an amount equal to the Reserve Fund Requirement. If there are insufficient funds in the Debt Service Fund to pay the Debt Service on the Series 2012A and Series 2012B Bonds by 12:00 noon (Central Time) two Business Days prior to the day on which payment of the Debt Service on the Series 2012A and Series 2012B Bonds is due, the Bond Trustee will transfer from the Debt Service Reserve Fund to the Debt Service Fund amounts necessary to make such payments from the Debt Service Fund on the day on which payment of the Debt Service on the Series 2012A and Series 2012B Bonds is due. If the amount in the Debt Service Reserve Fund is less than the Reserve Fund Requirement because the Bond Trustee has applied funds in the Debt Service Reserve Fund to pay Debt Service on the Series 2012A and Series 2012B Bonds, the Bond Trustee will promptly notify the Borrower in writing that a deficiency in the Debt Service Reserve Fund exists, and the Borrower will (1) within 30 days of receipt of such notice, pay to the Bond Trustee the full amount needed to restore the Debt Service Fund to the Reserve Fund Requirement or (2) in twelve (12) consecutive equal monthly installments, the first of which shall be made within thirty (30) days from the date of receipt of such notice, pay such deficiency to the Bond Trustee for deposit into the Debt Service Reserve Fund to restore the amount in the Debt Service Reserve Fund to equal the Reserve Fund Requirement. Notwithstanding the foregoing, moneys in the Debt Service Reserve Fund may be applied to pay Debt Service during the 12 months immediately preceding and including the final maturity of the Series 2012A and Series 2012B Bonds without violating the foregoing requirement to maintain the Reserve Fund in an amount equal to the Debt Service Reserve Fund Requirement.

Upon any redemption or defeasance of all Outstanding Series 2012A and Series 2012B Bonds, the moneys on deposit in the Debt Service Reserve Fund will be transferred to the Debt Service Fund to be used for the purposes of such redemption or to an escrow fund for the purpose of defeasance, as the case may be. If the balance of the Debt Service Reserve Fund is equal to or in excess of the aggregate requirements on the then outstanding Series 2012A and Series 2011 B Bonds, the Bond Trustee will transfer the balance on deposit in the Debt Service Reserve Fund to the Debt Service Fund.

So long as any Series 2012A and Series 2012B Bonds are outstanding, the Borrower will have no right, title, or interest in or to the funds in the Debt Service Reserve Fund.

The Issuer may satisfy all or any part of the Reserve Fund Requirement by obtaining for the benefit of the Debt Service Reserve Fund one or more Reserve Fund Surety Policies. Under the terms of the Series 2012A/Series 2012B Bond Indenture, a Reserve Fund Surety Policy shall be (i) an insurance policy, surety bond or other instrument issued pursuant to a credit agreement (as such term is defined by Section 1371.001, Government Code, as amended) in a principal amount equal to the portion of the Reserve Fund Requirement to be satisfied and issued by a financial institution or insurance company with a rating at the time of the issuance of the Reserve Fund Surety Policy for its long term unsecured debt or claims paying ability in the highest letter category by two Rating Agencies or (ii) a Guaranty Agreement issued by the Texas Public Finance Authority Charter School Finance Corporation pursuant to Section 53.351(e) of the Texas Education Code, as amended, in a principal amount equal to the portion of Reserve Fund Requirement to be satisfied. In the event the Issuer elects to substitute at any time a Reserve Fund Surety Policy for any funded amounts in the Debt Service Reserve Fund, it may apply any Series 2012A and Series 2012B Bond proceeds thereby released, including investment earnings on Series 2012A and Series 2012B Bond proceeds, to any purposes for which the Series 2012A and Series 2012B Bonds were issued and any other funds thereby released to any purposes for which such funds may lawfully be used. In the event the Debt Service Reserve Fund contains one or more Reserve Fund Surety Policies, the Issuer shall not draw on a Reserve Fund Surety Policy unless no other cash or investments are otherwise available in the Debt Service Reserve Fund. Whenever amounts have been drawn on one or more Reserve Fund Surety Policies, amounts subsequently transferred to the Debt Service Reserve Fund shall be used to reimburse the provider (or if more than one, to the providers on a proportionate basis) of such Reserve Fund Surety Policies in accordance with the terms thereof, for the amounts advanced, interest thereon and any associated fees. The issuer(s) of such Reserve Fund Surety Policy or Policies shall be secured with respect to such reimbursement obligations by a lien on the Adjusted Revenues, subject and subordinate to the lien securing the Series 2012A and Series 2012B Bonds and the required deposits to the Debt Service Fund, and shall further be secured by a lien on amounts from time to time on deposit in and required to be deposited to the Debt Service Reserve Fund.

Deed of Trust

In connection with the issuance of the Bonds, the Borrower will execute a Deed of Trust and Security Agreement (With Assignment of Rents and Leases) covering portions of its real property in favor of the Master Trustee for the benefit of the Holders of the Issuer Master Notes. The Deed of Trust will cover all schools that have benefited from the issuance of Issuer Master Notes under the Master Trust Indenture (collectively referred to herein as the "Participating Schools"). See "APPENDIX A – INFORMATION REGARDING THE BORROWER" attached hereto for a description of the Participating Schools.

RISK FACTORS

Limited Obligations

The Bonds are special and limited obligations of the Issuer. They are secured by and payable solely from funds payable by the Borrower under the terms and conditions of the Loan Agreements and as otherwise described herein. The obligations of the Issuer under the Bond Indentures are not general obligations of the Issuer and neither the Bond Trustee nor the registered or beneficial owners of the Bonds will have any recourse to any property, funds, or assets of the Issuer (other than the property granted the Bond Trustee as part of the Trust Estate) with respect to such obligations. See "SECURITY AND SOURCE OF PAYMENT" herein.

Dependence on the Operations of the Borrower

Dependence on Per Student Revenues. The Borrower derived approximately 82.45% during 2007-2008, 74.54% during 2008-2009, 73.22% in 2009-2010, 81.80% in 2010-2011, 82.14 % in 2011-2012 and anticipates 88.72% in 2012-2013 of its operating revenues (exclusive of fundraising), from payments made by the State of Texas to the Borrower for each student in average daily attendance, based on a combination of the statewide average daily attendance and the average daily attendance of the school district that a student would otherwise attend. The timely payment of principal of and interest on the Bonds therefore depends on operations of the Borrower attracting and retaining the number of students that are needed to provide sufficient revenues to make timely payment of Loan Payments securing payment of the Debt Service on the Bonds. See "APPENDIX A – INFORMATION REGARDING THE BORROWER" and "APPENDIX B – PROFORMA FINANCIAL PLAN" attached hereto.

Growth of Student Enrollment. The Borrower received approximately $7,584 in state funds per student in average daily attendance for 2011-2012. Such amount may vary from year to year and any increases in student enrollment may require approval of a charter amendment, which may be requested annually. Student enrollment totals can be found in Appendix A. See "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS – State Funding" and "– Local Funding" herein and "APPENDIX A - INFORMATION REGARDING THE BORROWER" attached hereto.

The Borrower expects to be able to fulfill its enrollment projections based on past trends in enrollment. However, failure to attract and retain students in amounts projected by the Borrower may adversely affect the Borrower's ability to provide sufficient revenues to make timely payment of Loan Payments securing payment of the Debt Service on the Bonds. See "APPENDIX A – INFORMATION REGARDING THE BORROWER" and "APPENDIX B – PROFORMA FINANCIAL PLAN" attached hereto.

Key Management. The creation of, and the philosophy of teaching in, charter schools initially may reflect the vision and commitment of a few key persons on the board of directors and/or the upper management of the charter school ("Key Directors/Managers"). Loss of such Key Directors/Managers could adversely affect the Borrower's operations or financial results. However, the Borrower has an executive team with significant project management, finance and education experience. This team should help to ensure the continuity of operations of the Borrower if Key Directors/Managers were to leave. See "THE BORROWER – Biographies of Certain Administrators and Leadership."

Reliance on Projections of Growth. The Borrower has projected certain increases in its enrollment to pay projected operation costs and Debt Service on the Bonds, as well as debt service on future debt. The bases for such projections are the applications for admissions for the Borrower's grades currently in operation (Kindergarten through 9) and a strategy to grow the student population vertically rather than horizontally. As of September 1, 2012, there were _____ applications on the waiting list for admissions. See "APPENDIX A – INFORMATION REGARDING THE BORROWER" attached hereto. These projections may involve known and unknown risks, uncertainties, and other factors, which may cause the actual results, performance, and achievements to be different from the future results, performance, or achievements expressed or implied by such forward-looking statements. Potential investors are cautioned that the actual results could differ materially from those set forth in the forward-looking statements. **The projections are provided by the Borrower; and neither the Issuer, the Financial Advisor, nor the Underwriters have commissioned an independent feasibility analysis of any of the projected student attendance figures upon which the Borrower's projections are based. No independent confirmation of the Borrower's projections has been made, and while the Borrower believes its projections of growth of average daily attendance are reasonable, such growth may or may not occur and may be affected by a variety of factors, including completion of the Project in a timely manner, continued provision for funding of the Borrower by the State at adequate levels, operations and maintenance of the Borrower, and competition from other public or private schools in the areas where the Borrower operates its schools.** See "APPENDIX A – INFORMATION REGARDING THE BORROWER - FINANCIAL AND OPERATIONS INFORMATION - Projections by the Borrower; Required Increases in Attendance for Payment of Future Debt Service" and "APPENDIX B – PROFORMA FINANCIAL PLAN" attached hereto.

Risks of Construction Contract/Non-Completion. The Borrower plans to negotiate a guaranteed maximum price contract for the renovation of the middle school building. The Borrower does not anticipate such contract to be finalized prior to delivery of the Bonds. A fixed price contract does not guarantee completion of the Project for a fixed price under all circumstances. In addition, completion of the Project may be at risk in the event of failures of contractors or of any underlying bonding companies. Restrictions on issuance of Additional Debt by the Borrower contained in the Master Trust Indenture could limit the ability of the Borrower to borrow additional funds necessary for Project completion, which could adversely affect payment of the Bonds.

Risks Associated with Charter School Operations. The likelihood of success of the Borrower must be viewed in light of the special problems, expenses, difficulties, delays, and complications often encountered in the operation of charter schools. The Borrower's revenues per student should equal the revenues per student of traditional public schools available for operations and maintenance, but do not include the revenues available for capital outlays, and are significantly less than revenues received by many private schools in the general area of the Borrower. A potential investor should anticipate that significant operational difficulties will exist for the Borrower which may not exist for traditional public schools or for established private schools.

In addition, potential purchasers should be aware that the system under which the Borrower operates could be significantly affected by unforeseen problems arising from the statutory provisions governing charter schools in Texas or future changes thereto. See "–Dependence on the State - Changes in the School Finance System" and "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS" herein.

Competition. Unlike school districts, the Borrower must attract students from other schools, both public and private, within the general area of the schools. No students are required to attend the Borrower's charter schools, and students at the Borrower's charter schools may subsequently transfer to other public or private schools or charter schools at will. There are numerous public and private schools and charter schools in the immediate areas where the Borrower's schools are located, many of which may be closer to the homes of present or prospective students of the Borrower's charter schools. Failure by the Borrower to provide quality facilities or academics at a level acceptable to students and their parents would presumably cause the Borrower to fail to attract or maintain students, and would negatively affect the ability of the Borrower to make Loan Payments in an amount sufficient to pay Debt Service on the Bonds.

Risks Associated with Schools. There are a number of factors affecting schools in general that could have an adverse effect on the Borrower's financial position and ability to make Loan Payments securing Debt Service on the Bonds. These factors include, but are not limited to, increasing costs of compliance with federal, State, or local regulatory laws or regulations, including, without limitation, laws or regulations concerning environmental quality, work safety, and accommodating persons with disabilities; any unionization of the Borrower's work force with consequent impact on wage scales and operating costs of the Borrower; the ability to attract a sufficient number of students and to maintain faculty meeting appropriate standards; and changes in existing statutes pertaining to the powers and minimum funding levels for charter schools. School operations also present significant risks and operational and management issues not encountered in other enterprises. While Texas law provides that the Borrower is immune from liability to the same extent as a school district, and that the Borrower's employees and volunteers are immune from liability to the same extent as employees and volunteers of a school district, a potential investor should anticipate that, because the Borrower provides services to children, any failure in the Borrower's operation and management could result in liability risks to the Borrower which would not be present for other enterprises not engaged in providing such services.

Limited Assets of the Borrower. If the Borrower does not generate sufficient revenues to pay all of the Borrower's loan obligations and operating expenses, the Borrower may have no other source of funds to make such payments. Further, while the payments of Debt Service on the Bonds occur prior to payments of the Borrower's operating expenses, a failure to make such operating payments would presumably ultimately result in the inability of the Borrower to attract students or maintain sufficient revenues for payment of its Loan Payments securing payment of Debt Service on the Bonds.

No Taxing Power. Neither the Issuer nor the Borrower has taxing power.

Pledge of Adjusted Revenues to Master Trustee. The Master Trust Indenture provides that all of the Borrower's Adjusted Revenues, including State Revenues, will be deposited into a deposit account pledged to the Master Trustee pursuant to the Deposit Account Control Agreement. Upon the occurrence of an Event of Default under the Master Trust Indenture, the Master Trustee is entitled to, at the direction of the Holders of not less than 25% in principal amount of the Notes Outstanding, (i) issue a Notice of Exclusive Control under the Deposit Account Control Agreement, and (ii) collect and receive all of the Borrower's Adjusted Revenues to be applied as specified in the Master Trust Indenture. While the Holders of not less than 25% in principal amount of Master Notes Outstanding are entitled to direct the Master Trustee in the exercise of remedies following an Event of Default, such percentage may be composed wholly or partially of the holders of Master Notes other than the Issuer Master Notes.

The Borrower has covenanted and agreed in the Master Trust Indenture that if an Event of Default has occurred under the Master Trust Indenture the Borrower will, without demand by the Master Trustee, deliver or cause to be delivered to the Master Trustee within five Business Days from the day of receipt all of its Adjusted Revenues, including amounts subject to the Deposit Account Control Agreement for which a Notice of Exclusive Control has been delivered, for credit to the Revenue Fund. If the Borrower were to fail to deliver such Adjusted Revenues, either before or after an Event of Default, the only remedy available to the Master Trustee and/or Registered Owners would be a suit against the Borrower to enforce the provisions of the Master Trust Indenture.

Dependence on the State

State Payments Subject to Biennial Appropriation. Repayment of Debt Service on the Bonds depends principally on receipt by the Borrower of payments from the State based on the school district that the student would otherwise attend for each student in average daily attendance. The State Legislature meets biennially each odd-numbered year, and failure of the State Legislature to appropriate sufficient amounts to pay its share of the per student cost to the Borrower could result in failure of the Bond Trustee as assignee of the Issuer to make timely payments of Debt Service on the Bonds. See "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS" herein.

Changes in the School Finance System. Because Texas charter schools are ultimately funded from the same sources as Texas public school districts, changes in the system of school finance could significantly affect how charter schools, including the Borrower's charter schools, are funded. Neither the Issuer nor the Borrower can make any representation or prediction concerning how or if the State Legislature may change the current public school finance system, and how those changes may affect the funding or operations of charter schools. See "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS" and "STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS" herein.

Revocation or Non-renewal of Charter. The Borrower's charter has been renewed and will expire as set forth under "THE BORROWER – Charter History" herein. However, the Borrower's charter may be revoked if the persons operating the Borrower's charter schools commit a material violation of the charter, including failure to satisfy accountability provisions prescribed by the charter, failure to satisfy generally accepted accounting standards of fiscal management, failure to protect the health, safety, and welfare of the students, or failure to comply with the provisions of Chapter 12 of the Texas Education Code, as amended, or other applicable laws or rules. The State has closed several charter schools during oversight reviews, but the Borrower believes that there is no current condition which would cause revocation of its charter. See "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS" herein.

Payment of State Revenues to Master Trustee. The Master Trust Indenture provides that, upon the occurrence of an Event of Default, all of the Adjusted Revenues (including State Revenues) required to be deposited under the Master Trust Indenture will be deposited into the Revenue Fund held by the Master Trustee, and the Borrower will covenant and agree in the Master Trust Indenture that, without demand by the Master Trustee, it will deliver or cause to be delivered to the Master Trustee, within five Business Days from the day of receipt, the Adjusted Revenues to be so deposited. THE SOLE REMEDY AVAILABLE TO THE MASTER TRUSTEE OR A BONDHOLDER WOULD BE A SUIT AGAINST THE BORROWER TO ENFORCE THE PROVISIONS OF THE MASTER TRUST INDENTURE.

Forward Looking Statements and Projections

The Borrower has prepared a proforma financial plan (the "Projections"), a copy of which is reproduced as APPENDIX B hereto. The Projections contain information material to a decision to purchase the Bonds and should be read by potential investors in their entirety. The Projections contain (a) forecasts of Gross Revenues, Net Revenues, and cash flows of the Project, (b) projections of future demand for the use of the Project, and (c) debt service requirements. The Projections set forth a number of assumptions on which the Projections are based, including but not limited to the projected enrollment of the Borrower and the per student amounts to be paid from State and local sources. Such assumptions are based on present circumstances and information currently available, which has been furnished by the Borrower, as well as other sources. Such information may be incomplete and may not necessarily disclose all material facts that might affect the Project and the analysis contained in the Projections in light of the circumstances then prevailing. The Projections are based solely on the business plan of the Borrower. The accuracy

of the Projections is dependent on the occurrence of specified assumptions and other future events which cannot be assured, and therefore the actual results achieved during the period will vary from those forecasts and such differences may be material and adverse. See "APPENDIX B – PROFORMA FINANCIAL PLAN" attached hereto.

Neither the Issuer, the Financial Advisor, nor the Underwriters have independently verified the statistical data included herein and none of such parties makes any representations or gives any assurances that such data is complete or correct. Further, none of the Issuer, the Financial Advisor, or the Underwriters makes any representations or gives any assurances that the assumptions incorporated in the Projections are valid. The ability of the Borrower to achieve and maintain financially sustaining levels of enrollment on a continuing basis is subject to a number of factors, including, but not limited to, the physical condition of the schools, the programs provided for students, accreditation of the Borrower, and the supply of other public, private, and charter school elsewhere. In addition, the Projections are only for the 12-month periods ending August 31st for the years 2012 through and including 2016 and, consequently, do not cover the whole period during which the Bonds may be outstanding.

Tax-Exempt Status of the Series 2012A Bonds

The Internal Revenue Code of 1986, as amended (the "Code"), imposes a number of requirements that must be satisfied in order for interest on state and local obligations, such as the Series 2012A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds, limitations on the investment earnings of bond proceeds prior to expenditure, a requirement that certain investment earnings on bond proceeds be paid periodically to the United States, and a requirement that issuers file an information report with the Internal Revenue Service (the "IRS"). The Borrower has agreed that it will comply with all such requirements. Failure to comply with the requirements stated in the Code and related regulations, rulings, and policies may result in the treatment of the interest on the Series 2012A Bonds as taxable. Such adverse treatment may be retroactive to the date of issuance of the Series 2012A Bonds. See "TAX MATTERS" herein.

In December 1999, as a part of a larger reorganization of the IRS, the IRS commenced operation of its Tax-Exempt and Government Entities Division (the "TE/GE Division") as the successor to its Employee Plans and Exempt Organizations division. The TE/GE Division has a subdivision that is specifically devoted to tax-exempt bond compliance. The number of tax-exempt bond examinations has increased significantly under the TE/GE Division. Neither the Issuer nor the Borrower has sought to obtain a private letter ruling from the IRS with respect to the Series 2012A Bonds, and the opinion of Bond Counsel is not binding on the IRS. There is no assurance that any IRS examination of the Series 2012A Bonds will not adversely affect the market value of the Series 2012A Bonds. See "TAX MATTERS" herein.

Impact of Proposal in President's 2013 Budget

On February 13, 2012, President Obama released the language of his proposed budget for fiscal year 2013 (the "Budget"). One provision of the Budget would have the effect of imposing an additional amount of tax on certain "high income" taxpayers based on, among other things, the amount of interest on tax-exempt obligations, such as the Bonds, received by such taxpayers. As originally proposed, this provision will be effective for taxable years beginning on or after January 1, 2013, and will apply to interest on the Bonds and other tax-exempt obligations received by such taxpayers on or after that date. The introduction or enactment of this provision or any similar legislative proposal may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds are advised to consult their tax advisors with respect to the impact of the Budget or other legislative proposals, as to which Bond Counsel expresses no opinion.

Tax-Exempt Status of the Borrower

The tax-exempt status of the Series 2012A Bonds presently depends upon maintenance by the Borrower of its status as an organization described in section 501(c)(3) of the Code. The maintenance of this status depends on compliance with general rules regarding the organization and operation of tax-exempt entities, including operation for charitable and educational purposes and avoidance of transactions that may cause earnings or assets to inure to the benefit of private individuals, such as the private benefit and inurement rules.

Tax-exempt organizations are subject to scrutiny from and face the potential for sanction and monetary penalties imposed by the IRS. One primary penalty available to the IRS under the Code with respect to a tax-exempt entity engaged in inurement or unlawful private benefit is the revocation of its tax-exempt status. Although the IRS has not frequently revoked the 501(c)(3) tax-exempt status of non-profit organizations, it could do so in the future. Loss of tax-exempt status by the Borrower could result in loss of tax exemption of the Series 2012A Bonds and defaults in covenants regarding the Series 2012A Bonds and other obligations would likely be triggered. Loss of tax-exempt status by the Borrower could also result in substantial tax liabilities on its income. For these reasons, loss of tax-exempt status of the Borrower could have material adverse consequences on the financial condition of the Borrower.

On December 20, 2007, the IRS issued an updated version of Form 990, the return that charities and other tax-exempt organizations are required to file annually. The updated Form 990 implements more stringent reporting requirements for tax-exempt organizations than previously in effect. Major revisions were made to the Form's summary page, governance section, and various schedules, including those relating to executive compensation, related organizations, and tax-exempt bonds. The IRS also announced a phase-in of the updated Form's schedules for tax-exempt bonds (Schedule K). The additional oversight required to comply with the updated Form 990 in the future will almost certainly require an increased investment of time and money on the part of the Borrower and may increase the potential for sanctions and monetary penalties imposed by the IRS.

With increasing frequency, the IRS has imposed substantial monetary penalties and future charity or public benefit obligations on tax-exempt entities in lieu of revoking tax-exempt status, as well as requiring that certain transactions be altered, terminated, or avoided in the future and/or requiring governance or management changes. These penalties and obligations typically are imposed on the tax-exempt organization pursuant to a "closing agreement," a contractual agreement pursuant to which a taxpayer and the IRS agree to settle a disputed matter. Given the exemption risks involved in certain transactions, the Borrower may be at risk for incurring monetary and other liabilities imposed by the IRS. These liabilities could be materially adverse.

Less onerous sanctions, referred to generally as "intermediate sanctions," have been enacted that focus enforcement on private persons who transact business with an exempt organization rather than the exempt organization itself, but these sanctions do not replace the other remedies available to the IRS, as mentioned above.

The Borrower may be audited by the IRS. Because of the complexity of the tax laws and the presence of issues about which reasonable persons can differ, an IRS audit could result in additional taxes, interest, and penalties. An IRS audit ultimately could affect the tax-exempt status of the Borrower, as well as the exclusion from gross income for federal income tax purposes of the interest on the Series 2012A Bonds and any other tax-exempt debt issued for benefit of the Borrower.

Risk of Failure to Comply with Certain Covenants

Failure of the Issuer to comply with certain covenants contained in the Series 2012A/Series 2012B Indenture or of the Borrower with certain covenants in the Series 2012A/Series 2012B Loan Agreement on a continuing basis prior to the maturity of the Series 2012A Bonds could result in interest on the Series 2012A Bonds becoming taxable retroactive to the date of original issuance. See "TAX MATTERS" herein.

State and Local Tax Exemption

The State has not been as active as the IRS in scrutinizing the tax-exempt status of non-profit organizations. It is possible that legislation may be proposed to strengthen the role of the Attorney General of the State in supervising non-profit organizations. It is likely that the loss by the Borrower of federal tax exemption also would trigger a challenge to the State or local tax exemption of the Borrower. Depending on the circumstances, such event could be adverse and material.

It is not possible to predict the scope or effect of future legislative or regulatory actions with respect to taxation of non-profit corporations. There can also be no assurance that future change of circumstance or changes in the laws and regulations of federal, State, or local governments will not materially adversely affect the operations and financial conditions of the Borrower by requiring the Borrower to pay income or local property taxes.

Unrelated Business Income

The IRS and State, county, and local tax authorities may undertake audits and reviews of the operations of tax-exempt organizations with respect to the generation of unrelated business taxable income ("UBTI"). The Borrower may participate in activities that generate UBTI. An investigation or audit could lead to a challenge that could result in taxes, interest, and penalties with respect to UBTI and, in some cases, ultimately could affect the tax-exempt status of the Borrower as well as the exclusion from gross income for federal income tax purposes of the interest payable on the Series 2012A Bonds.

Risk of Catastrophic Loss

In the event a natural or man-made disaster, such as a hurricane, fire, earthquake, tornado, or war, destroyed one or more of the Borrower's schools (or significant outlying improvements), the revenues of the Borrower could be drastically reduced. Moreover, the market value of the property pledged under the Deed of Trust could also be drastically reduced.

While the Bonds are outstanding, the Borrower has agreed to insure or cause insurance to be carried for its buildings and contents, including the schools (during both the period of construction and the period subsequent to completion of the Project), against such losses and in such amounts as is customary for persons engaged in the same business as the Borrower and operating facilities similar to its buildings and other facilities, including the Project. The Borrower has additionally covenanted in the Loan Agreements and the Master Trust Indenture to provide builder's all risk extended coverage insurance (during construction, reconstruction, remodeling or repair), coverage for buildings and contents, and general liability, comprehensive professional liability, workers' compensation and business interruption insurance. In the event that insurance proceeds from damage or destruction, or condemnation awards, with respect to the Project are in an amount greater than $100,000, the Master Trust Indenture requires transfer of such amounts to the Master Trustee to be held in trust and applied solely to the Related Trustee in accordance with the Bond Indenture to which such insurance or condemnation proceeds relate for use pursuant to such Bond Indenture and the Loan Documents for the Project. Nevertheless, there can be no assurance that a casualty loss will be covered by insurance (certain casualties are excepted), that the insurance company will fulfill its obligation to provide insurance proceeds, that insurance proceeds to rebuild the affected school will be sufficient, or that a sufficient number of students would wish to attend the school following reconstruction. Even if insurance proceeds are available and the Borrower has rebuilt the Project, there could be a lengthy period of time during which there would be little or no revenues produced by operation of the affected school.

Limited Remedies After Default

Remedies available to Registered Owners of Bonds in the event of a default by the Issuer on one or more of its obligations under the Bonds or the Bond Indentures or by the Borrower under the Loan Agreements or the Master Notes are limited to the terms of such instruments, and may prove to be expensive, time-consuming, and difficult to enforce. Further, as noted above, the Bonds are special limited obligations of the Issuer and existence of any remedy does not guarantee sufficient assets of the Borrower pledged to payment of the Bonds to secure such payment. See "–Limited Obligations" herein.

Remedies with respect to foreclosure under the Deed of Trust for the benefit of the beneficiaries thereof may be further limited by State constitutional and statutory limitations on foreclosure, including the right of redemption of foreclosed property granted to debtors under the Texas Constitution.

The enforceability of the rights and remedies of the Registered Owners may further be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors. See "–Risk of Bankruptcy" herein.

Risk of Bankruptcy

As is true with many entities which issue debt, there is a risk that the Issuer may file for bankruptcy and afford itself the protection of the federal Bankruptcy Code. In that case, the Issuer would receive the benefit of the automatic stay and creditors, such as the Registered Owners of the Bonds, would not be able to pursue their remedies against it without the permission of the Bankruptcy Court. The Issuer would also have the right to reorganize and adjust its debts with the approval of the Bankruptcy Court. While the relevant law on this point is not clear, it may be possible for the Issuer to be forced into involuntary bankruptcy by one or more creditors. A bankruptcy filing by or against the Issuer could adversely affect the receipt of principal of and interest on the Bonds.

Similarly, there is a risk that the Borrower may file for bankruptcy and afford itself the protection of the federal Bankruptcy Code. In that case, the Borrower would receive the benefit of the automatic stay and creditors, such as the Registered Owners of the Bonds, would not be able to pursue their remedies against it without the permission of the Bankruptcy Court. The Borrower would also have the right to reorganize and adjust its debts with the approval of the Bankruptcy Court. While the Borrower is a nonprofit corporation, the schools are part of the public school system. Consequently, it is not clear whether the Borrower would properly file as a corporate debtor or under Chapter Nine of the United States Bankruptcy Code which Chapter governs government subdivisions. If the Borrower is properly a corporate debtor, it may be possible for the Borrower to be forced into involuntary bankruptcy by one or more creditors. A bankruptcy filing by or against the Borrower could adversely affect the receipt of principal of and interest on the Bonds.

Value of Land and Improvements

Under the Deed of Trust, the Borrower will grant to the Mortgage Trustee (as defined in the Deed of Trust) a first lien on and security interest in certain Land and Improvements located in the City of Austin, Texas. (see "THE PROJECT – The Facilities and the Project" herein).

No independent appraisal on the property has been performed at the request of the Issuer or the Underwriters, and there is no guarantee that the foreclosure value of the Land and/or Improvements will be adequate in the event of any foreclosure to pay defaulted and accelerated Debt Service on the Bonds. Additionally, the value of the Land and Improvements may be less than comparable commercial properties in the area, especially in light of the special nature of the Land and Improvements and their limited use. Failure to complete the Project could negatively affect any sale of the Project pursuant to the Deed of Trust.

Inability to Liquidate or Delay in Liquidating the Project

An event of default gives the Mortgage Trustee the right to sell the Land and Improvements pursuant to a sale under the Deed of Trust. The Land and Improvements is intended to be used solely for educational purposes of the Borrower. Because of such use, a potential purchaser of the Bonds should not anticipate that a sale of the Land and Improvements could be accomplished rapidly or at all. Any sale of the Land and Improvements may require compliance with the laws of the State applicable thereto. Such compliance may be difficult, time-consuming, and/or expensive. Any delays in the ability of the Mortgage Trustee to sell the Land and Improvements will result in delays in the payment of the Bonds.

Since the Land and Improvements is specifically constructed for use as a school facility it may not be readily adaptable to other uses. As a result, in the event of a sale of the Land and Improvements, the number of uses that could be made of the property, and the number of entities that would be interested in purchasing the Land and Improvements, could be limited, and the sale price could thus negatively be affected. The location of the Land and Improvements may also limit the number of potential purchasers. The ability of the Mortgage Trustee to sell the Land and Improvements to third parties, thereby liquidating the investment, would be limited as a result of the nature of the Land and Improvements. For these reasons, no assurance can be made that the amount realized upon any sale of the Land and Improvements will be fully sufficient to pay and discharge the Bonds. In particular, there can be no representation that the cost of the property included in the Land and Improvements constitutes a realizable amount upon any forced sale thereof. Failure to complete the Land and Improvements could negatively affect any sale of the Land and Improvements pursuant to the Deed of Trust.

Risk of Additional Debt

Subject to certain conditions provided in the Master Trust Indenture, the Borrower has reserved the right to issue Additional Debt (as defined in the Master Trust Indenture) which is secured under the Master Trust Indenture on a parity with the Bonds. The issuance of Additional Debt may adversely affect the investment security of the Bonds. For a description of the circumstances under which Additional Debt may be issued, see "THE BONDS – Additional Debt" herein and "APPENDIX E – SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE" attached hereto.

Limited Marketability of the Bonds

The Issuer has no understanding with the Underwriters regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price may be greater than the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are more generally bought, sold, or traded in the secondary market.

THE BORROWER

Charter History

Eden Park Academy Public Charter School District was created in _____ as a 501c3 organization. Chartered and accredited by the State of Texas, Wayside Schools provides a community-enriched education that prepares student for success in higher education and global citizenship.

In fall 2011, the Board of Trustees was granted permission by the Texas Education Agency to expand the current campus to multiple sites serving up to 1,500 children from grades Pre-K through 12. With the expansion of the campuses, the Borrower began operating as "Wayside Schools", reflecting the school's South Austin, eclectic culture..

Waysides Schools continues to grow and add a grade level each year until grades pre-kindergarten – 12th are served by the School, which is anticipated in the fall of 2015.

Mission

Wayside Schools' mission is to develop students who are competent, confident, productive and responsible young adults who possess the habits, skills, and attitudes to succeed.

Educational Philosophy... Wayside Schools provides a rigorous, community-enriched education guided by a commitment to excellence through personalized instruction. Students, families and educators work within an engaged learning community to build the habits and skills necessary to prepare all learners for success in higher education and global citizenship.

Wayside Schools educational model is based on:

- Purposeful Academic Rigor
- Personalized Instruction
- Character Building
- Community Partnership
- Educator Empowerment and Support

Biographical data for Board of Directors

John Wilson, Chair
Manager, EBT System Integration and Operations, Texas Health and Human Service Commission.

Mr. Wilson has more than thirty years of experience in information technology in Texas state government, including over 20 years of management experience. As the longest serving member of the Board of Trustees, he brings an incredible amount of institutional memory and has played a pivotal role in the continued success of Wayside Schools. He has been a frequent presenter to Texas legislative committees, senior executives, and other stakeholder groups. Mr. Wilson holds a Bachelor of Arts degree in Mathematics with a Minor in Electrical Engineering from the University of Texas, Austin, Texas.

Candice Roberts, Vice Chair
Owner, COO, John Roberts Enterprises, Inc.

Candice has been on the Board of Trustees since 2007, after serving three years as the PTO president. Ms. Roberts is a graduate of Southwest Texas State University in San Marcos, Texas and studied interior redesign at the Sheffield School of Design in New York City, New York. In addition to owning her Austin based business, Ms. Roberts has built or developed over 10 properties (residential, vacation, and commercial), specifically on the Texas coast.

Heather Mudd, Secretary
Chief Executive Officer at Austin Aquascapes, LLC - Professor of Botany at Austin Community College.

Ms. Mudd grew up in Austin and was elected to the Board of Trustees in the fall of 2010. A community-oriented individual, Heather enjoys being active in her church, Eden Park Academy, and Austin Community College community events. She has two daughters that attend Eden Park Academy. Ms. Mudd is the CEO of Austin Aquascapes, a City of Austin Certified Woman Owned Business. Heather is also a member of the University of Texas Natural Sciences Alumni Mentor Program and a member of the International Professional Pond Association. Ms. Mudd holds a Bachelors of Science in Marine and Freshwater Biology from the University of Texas at Austin, and a Masters in Mediation and Conflict Resolution from Abilene Christian University.

Christine Laguna, Ph.D. Service Director, Child and Adolescent Psychiatric Services
Austin State Hospital, Austin Texas

Dr. Laguna grew up in Arizona before moving to Texas over 20 years ago to attend graduate school. Christine is married with two young children, a son and a daughter. Dr. Laguna completed her education at the University of Texas at Austin, obtaining a Doctor of Philosophy in Educational Psychology and a Masters of Arts in Educational Psychology. Christine completed her Bachelors of Science in Psychology, graduating Summa Cum Laude, at the University of Arizona. Dr. Laguna was a recipient of the Graduate Opportunity Fellowship and a member of Phi Beta Kappa and Psi Chi National Honor Society. Dr. Laguna is a licensed psychologist (#30741) by the Texas State Board of Examiners of Psychologists.

Stephanie Blevins

Stephanie Blevins adds a unique and necessary perspective to the Board of Directors at Eden Park Academy. For the past ten years, Stephanie has been the primary caregiver to her grandson, who has Autism. Mrs. Blevins has immersed herself in education regarding Autism and along with caring for her 13 year old grandson; she is able to ask thought-provoking questions of the administration regarding how programs served children with special needs.

Mary Nancarrow
Professor of Education, Saint Edward's University, Austin, Texas

Ms. Nancarrow joined the Eden Park Academy Board of Directors in fall 2011. Mary has been a regular volunteer at Eden Park since 2009, helping students with phonics, reading, and preparing for TAKS. Ms. Nancarrow earned her Bachelor of Science in Theatre Arts from Nebraska Wesleyan University and her graduate degree in Theatre Education and Design from the University of Texas at Austin. She holds a Texas teaching certificate in secondary Theatre, English, Speech, and History. Mary also holds a National Board Teacher Certification. Ms. Nancarrow is a 4th generation teacher.

Doug Clark, Ph.D.
Retired Teacher, Administrator, Community Activist

Dr. Clark is the most recent member of the Wayside Schools Board of Trustees. Doug has spent his career working to reform the education system in our country. In retirement, Doug is a Teacher Fellow at Hope Street Group; a national, non-profit, nonpartisan organization of business leaders and professionals dedicated to renewing the American dream of economic opportunity and prosperity. Locally, Doug is a founder of the Bastrop Charter Initiative; a group of local residents committed to bringing school choice into the Bastrop community. Dr. Clark is widely known for this grant-writing and fundraising capacity.

Biographical Data for Key Administrators

Matt Abbott – Chief Executive Officer

As CEO of Wayside Schools, Matt works with the leadership of the Wayside Schools Board of Trustees to develop and implement strategies to ensure long-term mission aligned academic, financial, and operational excellence. He most recently served as the Director of Training Services for the Texas Charter Schools Association (TCSA). At TCSA, he worked to develop, direct, and manage training and technical services programs in the areas of charter school law, business operations, and academic programming.

Matt is highly regarded for his depth of knowledge on charter school specific legal and academic compliance issues. He has presented at multiple education related events including the Annual Texas Charter Schools and Texas Association of School Business Officers (TASBO) conferences. Prior to TCSA, Matt worked at Not Your Ordinary School (NYOS) charter school in Austin, Texas as a member of the academic team and school board. Matt holds a B.B.A. in Business Management from Saint Edward's University and a M.A. in Public Policy and Public Administration from the University of York, in the United Kingdom. He is also a member of TASBO and TCSA.

Lisa Robinson – Chief Academic Officer

Lisa Robinson is a 5th generation native Texan and spent her formative years in Round Rock, Texas. She attended Texas A&M University and graduated in the Class of '80, magna cum laude. Her teaching career spanned 9 years and included classroom assignments in elementary and middle school, along with coaching duties in middle school and high school. Her last classroom

assignment was teaching 6th grade students. Graduate school was at Cameron University, in Lawton Oklahoma, with further administrative certification from Southwest Oklahoma State University. Lisa became an elementary principal after one year as an assistant principal and spent nine years as an administrator for Lawton Public Schools in Lawton, Oklahoma. Upon moving with her family back to Texas in 2004, she became the Director of Eden Park Academy, where she continues as the Chief Academic Officer.

Lisa's professional activities include State Superintendent's Principal's Advisory Council, Executive Board of the Oklahoma Association for Supervision and Curriculum Development, Texas Charter Schools Association Board of Directors, and Austin Area Charter Schools Special Education Cooperative Chairman.

Teresa Elliott – Chief Operations Officer

Teresa Elliott founded NYOS Charter School in North Austin in 1998, where she served as the Executive Director. During her ten years at NYOS and after five legislative sessions Elliott watched the charter movement erode through increased regulation. Hoping to unite Texas charter operators, Ms. Elliott wrote the initial business plan for a statewide charter school association. The plan was presented to the Charter School Policy Institute and later became the Texas Charter Schools Association (TCSA). Teresa accepted the job of Chief Operations Officer at TCSA and helped to recover $45 million for Texas charter schools due to a funding formula error. After three years of operations, TCSA passed the first piece of positive legislation since the creation of charter schools.

Ms. Elliott joined the Wayside Schools family in January 2012 as the Chief Operations Officer to build the infrastructure necessary for the school to grow from 250 students to 2,500. After the launch of the REAL Learning Academy in fall of 2012, Ms. Elliott will work to secure long-term, tax-exempt bond financing that will facilitate renovations to the Eden Park Academy campus, develop the high school facility, and upgrade our technology, food services, libraries, and playgrounds at Wayside.
Teresa Elliott is active in the Austin non-profit community. She led the playscape renovations at Zilker Park and is a member of the West Austin Lions Club. Teresa holds a B.A. in Organizational Leadership and is pursuing a Master's degree in Human Capital from Bellevue University.

Hope Astor – Director of Curriculum

As Director of Curriculum, Ms. Astor is responsible for collaborating with administration and faculty in the design, development, and implementation of curriculum. She is responsible for researching and evaluating emerging instructional technologies and methods, as well as the continuous improvement of instruction at Wayside Schools.

Early on, Hope evaluated curriculum for her fellow students in her hometown of Cambridge, Massachusetts where she was asked to sit on the board of directors' curriculum committee while still in high school. By the time she was in college at New York University she was working with the makers of Sesame Street on the popular PBS educational science program '3-2-1 Contact'. There she developed science education through media while traveling the world. In 1994, Ms. Astor moved to Texas and began her work as a Home Parent Educator with Any Baby Can here in East Austin, further honing her skills in early childhood development and education. For the past 15 years Ms. Astor has taught multiple grades from preschool thru high school and has been a lead teacher and an instructional coach. In 1998, Ms. Astor joined the Eden Park faculty and has helped to develop and manage the highly successful Response to Intervention program, and most recently worked to bring the prestigious International Baccalaureate Program to REAL Learning Academy. Ms. Astor holds a Bachelor of Fine Arts from New York University and is a certified teacher in Theatre Arts, Special Education, and the Language Arts.

Fred Levilly - Director of Technology

Wayside's Technology Director, Fred Levilly, is from Angers, France. Mr. Levilly trained extensively at Apple's headquarters in Cork, Ireland, amassing eleven certifications in Apple hardware and software from 2003-2008. Upon his return to France, Fred began working for iTake, a premium Apple reseller. Part of his work for iTake was providing sales and on-site support for the Catholic University of the West, the sister school to Austin's Saint Edward's University. As the Director of Technology, Fred will lead the effort to integrate technology into the educational program at Wayside Schools. Fred holds a B.A. in English Literature and Civilization, specializing in Literature Translation from the University of Angers in France.

THE SYSTEM OF CHARTER SCHOOLS IN TEXAS

General

The Texas Legislature adopted the Texas charter school system in 1995 to offer publicly-funded choices to parents within the public school system. Texas law provides for three types of charters: home-rule school district charters, campus or campus program charters, and open-enrollment charters. The Borrower's charter school operates under an open-enrollment charter. Under current statutes, the charter system effectively provides the same per student public funding for education (but not necessarily for capital needs) as is available to other public schools.

The State Board of Education (the "Board of Education") may grant a charter on the application of an eligible entity for an open-enrollment charter school to operate in a facility of a commercial or nonprofit entity or a school district, including a home-rule school district. "Eligible entity" includes certain institutions of higher education, certain private or independent institutions of

higher education, an organization (such as the Borrower) that is exempt from taxation under Section 501(c)(3) of the Code, or a governmental entity.

For a discussion of potential changes in the system of charter school finance in Texas, see "RISK FACTORS – Dependence on the State" herein.

Limitation on Number of Charters Granted

The Board of Education may, at this time, grant a total of not more than 215 charters for open-enrollment charter schools. Applicants are required to meet financial, governing, and operating standards adopted by the Texas Commissioner of Education (the "Commissioner").

Authority Under Charter

An open-enrollment charter school is to provide instruction to students at one or more elementary or secondary grade levels as provided by the charter; will be governed under the governing structure described by the charter; will retain authority to operate under the charter contingent on satisfactory student performance as provided by statute; and does not have authority to impose taxes.

An open-enrollment charter school is subject to federal and State laws and rules governing public schools, but is subject to the Texas Education Code and rules adopted thereunder only to the extent the applicability of a provision of the Texas Education Code or a rule adopted thereunder to an open-enrollment charter school is specifically provided.

An open-enrollment charter school has the powers granted to schools under Title 2, Texas Education Code, as amended ("Title 2"), which generally governs public primary and secondary education in Texas. An open-enrollment charter school is subject to any provisions of Title 2 establishing a criminal offense; prohibitions, restrictions, or requirements, as applicable, imposed by such title or a rule adopted thereunder relating to specific provisions governing the Public Education Information Management System ("PEIMS"), criminal history records; certain reading programs, assessment instruments, and accelerated instruction; high school graduation; special education programs; bilingual education; pre-kindergarten programs; extracurricular activities; discipline management practices; health and safety; and public school accountability (including testing requirements, and requirements to report an educator's misconduct).

An open-enrollment charter school is part of the public school system of the State. The board members of the governing body of the school are considered a governmental body for purposes of Chapters 551 and 552, Texas Government Code, as amended, governing open meetings and public information. In matters relating to operation of the school, the school is immune from liability to the same extent as a school district, and its employees and volunteers are immune from liability to the same extent as school district employees and volunteers. Members of the governing body of a charter school are immune from liability to the same extent as a school district trustee. An employee of an open-enrollment charter school who qualifies for membership in the Teacher Retirement System of Texas will be covered under the system to the same extent a qualified employee of a school district is covered. For each employee of the school covered under the system, the school is responsible for making any contribution that otherwise would be the legal responsibility of the school district, and the State is responsible for making contributions to the same extent it would be legally responsible if the employee were a school district employee.

An open-enrollment charter school must provide transportation to each student attending the school to the same extent a school district is required by law to provide transportation to district students.

State Funding

Prior to August 31, 2001, an open-enrollment charter school was entitled to the distribution from the available school fund for a student attending the open-enrollment charter school to which the district in which the student resides would be entitled. A student attending an open-enrollment charter school who is eligible under Section 42.003, Texas Education Code, as amended, is entitled to the benefits of the Foundation School Program. The Commissioner will distribute from the Foundation School Fund to each charter school an amount equal to the cost of a Foundation School Program provided by the program for which the charter is granted, including the transportation allotment, for the student that the district in which the student resides would be entitled, less an amount equal to the sum of the school's tuition receipts from the local district plus the school's distribution from the available school fund. This prior law provides the basis for a portion of the State Funding available to charter schools and more fully described below.

Commencing August 31, 2001, a charter holder is entitled to receive for the open-enrollment charter school funding as if the school were a school district without a tier one local share for purposes of Tier One and without any local revenue for purposes of Tier Two. In determining funding for an open-enrollment charter school, adjustments under State law and the district enrichment tax rate are based on the average adjustment and average district enrichment tax rate for the State. An open-enrollment charter school is entitled to funds that are available to school districts from TEA or the Commissioner in the form of grants or other discretionary funding unless the statute authorizing the funding explicitly provides that open-enrollment charter schools are not entitled to the funding. The Commissioner may adopt rules to provide and account for state funding of open-enrollment charter schools.

Funds received from the State by a charter holder are considered to be public funds for all purposes under State law and are held in trust by the charter holder for the benefit of the students of the open-enrollment charter school.

> An open-enrollment charter school receives:
>
> for the 2011-2012 school year, 10 percent of its funding according to the law in effect on August 31, 2001, and 90 percent of its funding according to the change; and
>
> for the 2012-2013 school year and subsequent school years, 100 percent of its funding according to the change.

The following discussion of school district funding relates to the Borrower through the charter school funding formulas described above. As the above timeline indicates the funding formula for the Borrower is in transition from being based on each student's resident district's characteristics to being based on State averages for all districts.

Generally, a student is entitled to the benefits of the Foundation School Program if the student is 5 years of age or older and under 21 years of age on September 1 of the school year and has not graduated from high school. A student is also entitled to the benefits of the Foundation School Program if the student is enrolled in certain pre-kindergarten classes. The Foundation School Program provides for (1) State guaranteed basic funding allotments per student ("Tier One") and (2) State guaranteed revenues per student per penny of local tax effort to provide operational funding for an "enriched" educational program ("Tier Two"). State funding allotments may be altered and adjusted in certain circumstances to account for shortages in State appropriations or to allocate available funds in accordance with wealth equalization goals. Tier One allotments are intended to provide a basic program of education rated academically acceptable and meeting other applicable legal standards. If needed, the State will subsidize local tax receipts to produce a basic allotment. Tier Two allotments are intended to guarantee each school district an opportunity to provide a basic program and to supplement that program at a level of its own choice. Each school district is guaranteed a specified amount per weighted student for each cent of tax effort that exceeds the compressed tax rate in State and local funds. See "CURRENT PUBLIC SCHOOL FINANCE SYSTEM – State Funding for Local Public Schools" herein.

The Borrower's total per student State funding for the 2008-2009 fiscal year was approximately $6,019.26 per weighted average daily attendance. The Borrower's historical total per student State funding and projected total per student State funding can be found attached hereto as Appendix B.

Local Funding

Except as specifically provided, an open-enrollment charter school is entitled to receive payments (referred to as tuition) from the school district in which a student attending the charter school resides, in an amount equal to the quotient of the tax revenue collected by the school district for maintenance and operations for the school year for which tuition is being paid divided by the sum of the number of students enrolled in the district as reported in the Public Education Information Management System (PEIMS), including the number of students for whom the district is required to pay tuition. The tuition to be paid by a school district with a wealth per student that exceeds the equalized wealth level under Chapter 41, Texas Education Code, as amended, will be based on the district's tax revenue after the district has acted to achieve the equalized wealth level under Chapter 41. An open-enrollment charter school may not charge tuition to its students.

Because the amount received by the charter school from the local district is based on the local district's per student tax revenue, per student revenue for the charter school will vary depending on the taxes levied by the student's home district.

Provisions of Open-Enrollment Charters

Under State law, the Board of Education has the authority to select applicants to establish open-enrollment charter schools. The Board of Education has adopted an application form and procedures for applications to operate an open-enrollment charter school. The Board of Education has also adopted criteria to use in selecting a charter recipient.

Each charter granted must describe the educational program to be offered, which must include the required curriculum as provided by statute; specify the period for which the charter or any charter renewal is valid; provide that continuation or renewal of the charter is contingent on acceptable student performance on assessment instruments and on compliance with any accountability provision specified by the charter, by a deadline or at intervals specified by the charter; establish the level of student performance that is considered acceptable; specify any basis, in addition to a basis specified by statute, on which the charter may be placed on probation or revoked or on which renewal of the charter may be denied; prohibit discrimination in admission policy on the basis of sex, national origin, ethnicity, religion, disability, academic or athletic ability, or the district the child would otherwise attend in accordance with the Texas Education Code; specify the grade levels to be offered; describe the governing structure of the program; specify the powers and duties of the governing body of the school; specify the manner in which the school will distribute certain information to parents; describe the process by which the person providing the program will adopt an annual budget; describe the manner in which an annual audit of the financial and programmatic operations of the program is to be conducted, including the manner in which the person providing the program will provide information necessary for the school district in which the program is located to participate, as required by the Texas Education Code or by Board of Education rule, in PEIMS; describe the facilities to be used; describe the geographical area served by the program; and specify any type of enrollment criteria to be used.

The grant of a charter does not create an entitlement to renewal of the charter. A revision of a charter of an open-enrollment charter school may be made only with the approval of the Board of Education.

Not more than once a year, an open-enrollment charter school may request approval to revise the maximum student enrollment. The Borrower will not be required to obtain approval to increase its maximum enrollment in order to meet its projected revenues or accommodate the anticipated enrollment.

Basis for Modification, Placement on Probation, Revocation, or Denial of Renewal

The Commissioner may modify, place on probation, revoke, or deny renewal of the charter of an open-enrollment charter school if the Commissioner determines that the charter holder committed a material violation of the charter, including failure to satisfy accountability provisions prescribed by the charter; failure to satisfy generally accepted accounting standards of fiscal management; failure to protect the health, safety, or welfare of students; or failure to comply with any applicable law or rule. The action by the Commissioner with respect to modification, probation, revocation, or denial of renewal of a charter must be based on the best interest of the school's students, the severity of the violation, and any previous violation the school has committed. The Commissioner will adopt a procedure to be used for modifying, placing on probation, revoking, or denying renewal of the charter of an open-enrollment charter school.

If the Commissioner revokes or denies the renewal of a charter of an open-enrollment charter school, or if an open-enrollment charter school surrenders its charter, the school may not continue to operate or receive State funds except that an open-enrollment charter school may continue to operate and receive State funds for the remainder of a school year if the Commissioner denies renewal of the school's charter before the completion of that school year.

The Commissioner may take certain disciplinary actions available for public schools generally to the extent the Commissioner determines necessary, if an open-enrollment charter school commits a material violation of the school's charter, fails to satisfy generally accepted accounting standards of fiscal management, or fails to comply with the requirements of the Texas Education Code, Chapter 12, Subchapter D, as amended, or other applicable state and/or federal laws or rules, as determined by the Commissioner under Section 100.1022 and Section 100.1021, Chapter 100, Subchapter AA of Commissioner's Rules Concerning Open-Enrollment Charter Schools, 26 Tex Reg. 8823 adopted effective November 6, 2001, amended to be effective April 6, 2005, 30 Tex Reg. 1911, adopted April 6, 2005. The Commissioner may temporarily withhold funding, suspend the authority of an open-enrollment charter school to operate, or take any other reasonable action the Commissioner determines necessary to protect the health, safety, or welfare of students enrolled at the school based on evidence that conditions at the school present a danger to the health, safety, or welfare of the students. After the Commissioner so acts, the open-enrollment charter school may not receive funding and may not resume operating until a determination is made that, despite initial evidence, the conditions at the school do not present a danger of material harm to the health, safety, or welfare of students; or the conditions at the school that presented a danger of material harm to the health, safety, or welfare of the students have been corrected.

Annual Evaluation

The Commissioner must designate an impartial organization with experience in evaluating school choice programs to conduct an annual evaluation of open-enrollment charter schools. The evaluation must include consideration of students' scores on assessment instruments, student attendance, students' grades, incidents involving student discipline, socioeconomic data on students' families, parents' satisfaction with their children's school, and students' satisfaction with their school. The evaluation of open-enrollment charter schools must also include an evaluation of: the costs of instruction, administration, and transportation incurred by open-enrollment charter schools; the effect of open-enrollment charter schools on school districts and on teachers, students, and parents in those districts; and other areas determined by the Commissioner.

STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS

Funding Changes in Response to West Orange-Cove II

In response to the decision in West Orange-Cove II, the Texas Legislature (the "Legislature") enacted House Bill 1 ("HB 1"), in the 79th Legislative 3rd Special Session (2006), which made substantive changes in the way the Public School Finance System (the "Finance System") is funded, as well as other legislation which, among other things, established a special fund in the Texas state treasury to be used to collect new tax revenues that are dedicated under certain conditions for appropriation by the Legislature to reduce Operation and Maintenance Tax rates, broadened the State business franchise tax, modified the procedures for assessing the State motor vehicle sales and use tax and increased the State tax on tobacco products (HB 1 and other described legislation are collectively referred to as the "Reform Legislation"). The Reform Legislation generally became effective at the beginning of the 2006-07 fiscal year of each district.

Possible Effects of Litigation and Changes in Law on Public School Obligations

In the future, the Legislature could enact additional changes to the Finance System that could benefit or be a detriment to an open-enrollment charter school depending upon a variety of factors, including the financial strategies that the Borrower has implemented in light of past funding structures. Although, as a matter of law, the Bonds, upon issuance and delivery, will be entitled to the protections afforded previously existing contractual obligations under the Contract Clauses of the U.S. and Texas Constitutions, neither the Borrower nor the Issuer can make representations or predictions concerning the effect of future

legislation or litigation, or how such legislation or future court orders may affect the Borrower's financial condition, revenues or operations. The disposition of any possible future litigation or the enactment of future legislation to address school funding in Texas could substantially adversely affect the financial condition, revenues or operations of the Borrower, as noted herein.

CURRENT PUBLIC SCHOOL FINANCE SYSTEM

Overview

The following description of the Finance System is a summary of the Reform Legislation and the changes made by the State Legislature to the Reform Legislation since its enactment, including modifications made during the regular through third called sessions of the 79th Texas Legislature (collectively, the "2006 Legislative Session"), the regular session of the 81st Texas Legislature (the "2009 Legislative Session") and the regular and first called sessions of the 82nd Texas Legislature (collectively, the "2011 Legislative Session"). For a more complete description of school finance and fiscal management in the State, reference is made to Vernon's Texas Codes Annotated, Education Code, Chapters 41 through 46, as amended.

Funding for school districts in the State is provided primarily from State and local sources. State funding for all school districts is provided through a set of funding formulas comprising the "Foundation School Program," as well as two facilities financing programs. Generally, the Finance System is designed to promote wealth equalization among school districts by balancing State and local sources of funds available to school districts. In particular, because districts with relatively high levels of property wealth per student can raise more local funding, such districts receive less State aid, and in some cases, are required to disburse local funds to equalize their overall funding relative to other school districts. Conversely, because districts with relatively low levels of property wealth per student have limited access to local funding, the Finance System is designed to provide more State funding to such districts. Thus, as a school district's property wealth per student increases, State funding to the school district is reduced. As a school district's property wealth per student declines, the Finance System is designed to increase its State funding. A similar equalization system exists for facilities funding wherein districts with the same tax rate for debt service raise the same amount of combined State and local funding. Facilities funding for debt incurred in prior years is expected to continue in future years; however, State funding for new school facilities was not appropriated by the 82nd Texas Legislature for the 2012–13 fiscal biennium.

Local funding is derived from collections of ad valorem taxes levied on property located within each district's boundaries. School districts are authorized to levy two types of property taxes: a limited maintenance and operations ("M&O") tax to pay current expenses and an unlimited interest and sinking fund ("I&S") tax to pay debt service on bonds. Under current law, M&O tax rates are subject to a statutory maximum rate of $1.17 per $100 of taxable value for most school districts. Current law also requires school districts to demonstrate their ability to pay debt service on outstanding indebtedness through the levy of an ad valorem tax at a rate of not to exceed $0.50 per $100 of taxable property at the time bonds are issued. Once bonds are issued, however, districts may levy a tax to pay debt service on such bonds unlimited as to rate or amount (see "AD VALOREM TAX PROCEDURES – Tax Rate Limitations" herein). As noted above, because property values vary widely among school districts, the amount of local funding generated by the same tax rate is also subject to wide variation among school districts.

The Reform Legislation, which generally became effective at the beginning of the 2006–07 fiscal year of each school district in the State, made substantive changes to the Finance System, which are summarized below. While each school district's funding entitlement was calculated based on the same formulas that were used prior to the 2006–07 fiscal year, the Reform Legislation effected changes to the manner in which school districts are funded that were intended to reduce local M&O tax rates by one-third over two years through the introduction of the "State Compression Percentage," with M&O tax levies declining by approximately 11% in fiscal year 2006–07 and approximately another 22% in fiscal year 2007–08. (Prior to the Reform Legislation, the maximum M&O tax rate for most school districts was $1.50 per $100 of taxable assessed valuation.) Subject to local referenda, a district may increase its local M&O tax levy up to $0.17 above the district's compressed tax rate. Based on the current State Compression Percentage, the maximum M&O tax rate is $1.17 per $100 of taxable value for most school districts (see "AD VALOREM TAX PROCEDURES – Tax Rate Limitations" herein).

Local Funding for School Districts

The primary source of local funding for school districts is collections from ad valorem taxes levied against the taxable property located in each school district. As noted above, prior to the Reform Legislation, the maximum M&O tax rate for most school districts was generally limited to $1.50 per $100 of taxable value, and the majority of school districts were levying an M&O tax rate of $1.50 per $100 of taxable value at the time the Reform Legislation was enacted. The Reform Legislation required each school district to "compress" its tax rate by an amount equal to the "State Compression Percentage." For fiscal years 2007–08 through 2012–13, the State Compression Percentage has been set at 66.67%, effectively setting the maximum compressed M&O tax rate for most school districts at $1.00 per $100 of taxable value. The State Compression Percentage is set by legislative appropriation for each State fiscal biennium or, in the absence of legislative appropriation, by the Commissioner. School districts are permitted, however, to generate additional local funds by raising their M&O tax rate by $0.04 above the compressed tax rate without voter approval (for most districts, up to $1.04 per $100 of taxable value). In addition, if the voters approve the tax rate increase, districts may, in general, increase their M&O tax rate by an additional two or more cents and receive State equalization funds for such taxing effort up to a maximum M&O tax rate of $1.17 per $100 of taxable value (see "AD VALOREM TAX PROCEDURES– Public Hearing and Rollback Tax Rate". Elections held in certain school districts under older laws, however, may subject M&O tax rates in such districts to other limitations (see "AD VALOREM TAX PROCEDURES – Tax Rate Limitations" herein).

State Funding for School Districts

State funding for school districts is provided through the Foundation School Program, which provides each school district with a minimum level of funding (a "Basic Allotment") for each student in average daily attendance ("ADA"). The Basic Allotment is calculated for each school district using various weights and adjustments. This basic level of funding is referred to as "Tier One" of the Foundation School Program. The basic level of funding is then "enriched" with additional funds known as "Tier Two" of the Foundation School Program. Tier Two provides a guaranteed level of funding for each cent of local tax effort that exceeds the compressed tax rate (for most districts, M&O tax rates above $1.00 per $100 of taxable value). The Finance System also provides an Existing Debt Allotment ("EDA") to subsidize debt service on eligible outstanding school district bonds and an Instructional Facilities Allotment ("IFA") to subsidize debt service on newly issued bonds. IFA primarily addresses the debt service needs of property-poor school districts. A New Instructional Facilities Allotment ("NIFA") also is available to help pay operational expenses associated with the opening of a new instructional facility. Future-year IFA and NIFA awards, however, were not funded by the Legislature for the 2012–13 fiscal biennium, although funding awards for IFA made in prior years will continue to be funded (but not the second year for NIFA for the 2012–13 fiscal biennium for districts that first became eligible for NIFA in the 2010–11 fiscal year).

Tier One and Tier Two allotments represent the State's share of the cost of M&O expenses of school districts, with local M&O taxes representing the district's local share. EDA and IFA allotments supplement a school district's local I&S taxes levied for debt service on eligible bonds issued to construct, acquire and improve facilities. Tier One and Tier Two allotments and existing EDA and IFA allotments are generally required to be funded each year by the Legislature. Since future-year IFA awards were not funded by the Legislature for the 2012–13 fiscal biennium, and debt service assistance on school district bonds that are not yet eligible for EDA is not available, debt service on new bonds issued by districts to construct, acquire and improve facilities must be funded solely from local I&S taxes. State funding allotments may be adjusted in certain circumstances to account for shortages in State appropriations or to allocate available funds in accordance with wealth equalization goals.

Tier One allotments are intended to provide all districts a basic level of education necessary to meet applicable legal standards. Tier Two allotments are intended to guarantee each school district that is not subject to the wealth transfer provisions described below an opportunity to supplement that basic program at a level of its own choice; however, Tier Two allotments may not be used for the payment of debt service or capital outlay.

The cost of the basic program is based on an allotment per student known as the "Basic Allotment". The Basic Allotment is adjusted for all districts by a cost adjustment factor intended to address competitive labor markets for teachers known as the "cost of education index." In addition, district-size adjustments are made for small- and mid-size districts. The cost of education index and district-size adjustments applied to the Basic Allotment, create what is referred to as the "Adjusted Allotment". The Adjusted Allotment is used to compute a "regular program allotment," as well as various other allotments associated with educating students with other specified educational needs. For fiscal year 2007–08, the Basic Allotment was $3,135, and for fiscal year 2008–09, the Basic Allotment was increased to $3,218. For a discussion of the Basic Allotment in fiscal years 2009–10 and beyond, see "2009 Legislation" below.

Tier Two currently provides two levels of enrichment with different guaranteed yields depending on the district's local tax effort. For the 2012–13 State fiscal biennium, the first six cents of tax effort that exceeds the compressed tax rate (for most districts, M&O tax rates ranging from $1.01 to $1.06 per $100 of taxable value) will, for most districts, generate a guaranteed yield of $59.97 per cent per weighted student in average daily attendance ("WADA"). The second level of Tier Two is generated by tax effort that exceeds the compressed tax rate plus six cents (for most districts eligible for this level of funding, M&O tax rates ranging from $1.07 to $1.17 per $100 of taxable value) and has a guaranteed yield per cent per WADA of $31.95. Property-wealthy school districts are subject to recapture at the equivalent wealth per student of $319,500 (see "Wealth Transfer Provisions" below). For school districts that adopted an M&O tax rate of $1.17 per $100 in taxable value for the 2010–11 fiscal year, the $31.95 guaranteed yield is increased to $33.95, but only for the 2011–12 fiscal year.

The IFA guarantees each awarded school district a specified amount per student (the "IFA Guaranteed Yield") in State and local funds for each cent of tax effort to pay the principal of and interest on eligible bonds issued to construct, acquire, renovate or improve instructional facilities. The guaranteed yield per cent of local tax effort per student in ADA has been $35 since this program first began. To receive an IFA award, a school district must apply to the Commissioner in accordance with rules adopted by the Commissioner before issuing the bonds to be paid with IFA state assistance. The total amount of debt service assistance over a biennium for which a district may be awarded is limited to the lesser of (1) the actual debt service payments made by the district in the biennium in which the bonds are issued; or (2) the greater of (a) $100,000 or (b) $250 multiplied by the number of students in ADA. The IFA is also available for lease-purchase agreements and refunding bonds meeting certain prescribed conditions. Once a district receives an IFA award for bonds, it is entitled to continue receiving State assistance for such bonds without reapplying to the Commissioner. The guaranteed level of State and local funds per student per cent of local tax effort applicable to the bonds may not be reduced below the level provided for the year in which the bonds were issued. For the 2012–13 State biennium, however, no funds are appropriated for new IFA awards, although all current obligations are funded through the biennium.

State financial assistance is provided for certain existing eligible debt issued by school districts (referred to herein as EDA). The EDA guaranteed yield (the "EDA Yield") is the same as the IFA Guaranteed Yield ($35 per cent of local tax effort per student in ADA), subject to adjustment as described below. For bonds that became eligible for EDA funding after August 31, 2001, and prior to August 31, 2005, EDA assistance was less than $35 in revenue per student for each cent of debt service tax, as a result of certain administrative delegations granted to the Commissioner under State law. Effective September 1, 2003, the portion of the local debt service rate that has qualified for EDA assistance is limited to the first 29 cents of debt service tax or a greater amount for any year provided by appropriation by the Legislature. In general, a district's bonds are eligible for EDA assistance if (i) the district made payments on the bonds during the final fiscal year of the preceding State fiscal biennium or (ii) the district levied taxes to pay the principal of and interest on the bonds for that fiscal year. Each biennia, access to EDA funding is determined by the debt service taxes collected in the final year of the preceding biennium. A district may not receive EDA funding for the principal and interest on a series of otherwise eligible bonds for which the district receives IFA funding.

Prior to the 2012–13 biennium, a district could also qualify for a NIFA allotment, which provided assistance to districts for operational expenses associated with opening new instructional facilities. As previously mentioned, this program was not funded for the 2012–13 State fiscal biennium.

2006 Legislation

Since the enactment of the Reform Legislation in 2006, most school districts in the State have operated with a "target" funding level per student ("Target Revenue") that is based upon the "hold harmless" principles embodied in the Reform Legislation. This system of Target Revenue was superimposed on the Foundation School Program and made existing funding formulas substantially less important for most school districts. As noted above, the Reform Legislation was intended to lower M&O tax rates in order to give school districts "meaningful discretion" in setting their M&O tax rates, while holding school districts harmless by providing them with the same level of overall funding they received prior to the enactment of the Reform Legislation. Under the Target Revenue system, each school district is generally entitled to receive the same amount of revenue per student as it did in either the 2005–2006 or 2006–07 fiscal year (under existing laws prior to the enactment of the Reform Legislation), as long as the district adopted an M&O tax rate that was at least equal to its compressed rate. The reduction in local M&O taxes resulting from the mandatory compression of M&O tax rates under the Reform Legislation, by itself, would have significantly reduced the amount of local revenue available to fund the Finance System. To make up for this shortfall, the Reform Legislation authorized Additional State Aid for Tax Reduction ("ASATR") for each school district in an amount equal to the difference between the amount that each district would receive under the Foundation School Program and the amount of each district's Target Revenue funding level.

2009 Legislation

During the 2009 Legislative Session, legislation was enacted that increased the Basic Allotment for the 2009–10 fiscal year from $3,218 to $4,765. In addition, each district's Target Revenue was increased by $120 per WADA. Target Revenue amounts were also adjusted to provide for mandatory employee pay raises and to account for changes in transportation and NIFA costs since the original Target Revenues were set. Overall, the Legislature allocated approximately $1.9 billion in new State aid for school districts.

2011 Legislation

During the 2011 Legislative Session, the Legislature enacted a budget that cut $4 billion from the Foundation School Program for the 2012–13 State fiscal biennium, as compared to the funding level school districts were entitled to under the current formulas, including Target Revenue, and also cut approximately $1.3 billion in various grants (i.e., pre-kindergarten grant program, student success initiative, etc.) that were previously available. Such cuts were made in light of a projected State deficit of up to $27 billion for the 2012–13 State fiscal biennium. In order to reduce formula funding, a Regular Program Adjustment Factor ("RPAF") was applied to the formula that determines a district's regular program allotment. RPAF is multiplied by a school district's count of students in ADA (not counting the time a student spends in special education and career & technology education) and its Adjusted Allotment, which is the $4,765 Basic Allotment adjusted for the cost of education index and the small- and mid-sized district adjustments. The RPAF is set at 0.9239 for the 2011–12 fiscal year and 0.98 for the 2012–13 fiscal year. In order to balance these reductions across the two years for formula funded districts, such districts have the option to request that an RPAF value of 0.95195 be applied for both the 2011–12 and 2012–13 fiscal years. In order to be granted the request by the Commissioner, the district must demonstrate that using the 0.9239 RPAF will cause the district a financial hardship in 2011–12. By applying the RPAF only to the Adjusted Allotment, other Tier One allotments, such as special education, career and technology, gifted and talented, bilingual and compensatory education, were not affected. The State Board of Education however, was directed to decrease funding for these programs in proportion to the reductions to the Basic Allotment. The Legislature also established an RPAF value of 0.98 for the 2013–15 State fiscal biennium, subject to increases by subsequent legislative appropriation not to exceed an RPAF value of 1.0. The RPAF factor and its related provisions are scheduled to expire on September 1, 2015.

The RPAF is the primary mechanism for formula reductions in the 2011–12 fiscal year. In the 2012–13 fiscal year, the RPAF of 0.98 is combined with a percentage reduction in each school district's Target Revenue per WADA to 92.35% of its formula amount. For the 2013–14 and subsequent fiscal years, the percentage reduction will be set by legislative appropriation. With regard to this adjustment, the ASATR relief that funds the Target Revenue system is phased out between the 2013–14 and 2017–18 fiscal years.

RATING

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("S&P") has assigned its municipal rating of "_____" to the Bonds. An explanation of the rating may be obtained from S&P. The rating reflects only the views of S&P and none of the Underwriters, the Issuer, the Financial Advisor, or the Borrower makes any representation as to the appropriateness of the rating. There is no assurance that such rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by S&P if in the judgment of S&P circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Bonds.

THE ISSUER

Creation and Authority

The ISSUER is a public non-profit corporation created by the _____, Texas, and is as an instrumentality of the City pursuant to Chapters 53 and 53A of the Texas Education Code, as amended (the "Act"). Pursuant to the Act, the Issuer is authorized to issue revenue bonds and to lend the proceeds thereof to any accredited institutions of higher education, secondary schools, and primary schools, and to authorized charter schools for the purpose of aiding such schools in financing or refinancing "educational facilities" and "housing facilities" (as such terms are defined in the Act) and facilities which are incidental, subordinate, or related thereto or appropriate in connection therewith.

All of the Issuer's property and affairs are controlled by and all of its power is exercised by a board of directors (the "Board") consisting of seven members, each of whom has been appointed by the City Council of the City. Board members serve two-year terms, and each Board member may serve an unlimited number of two-year terms. Board members serve until their successors have been appointed as described above. All vacancies on the Board are filled by the City Council. Further, while there is no requirement that the Board members reside within the corporate limits of the City, no officer or employee of the City may serve as a Board member.

The officers of the Issuer consist of a president, a vice president, a secretary, a treasurer, and three assistant secretaries, each selected by the Board from among its members, whose terms of office may not exceed two years and whose duties are described in the Issuer's bylaws. All officers are subject to removal from office, with or without cause, at any time by a vote of a majority of the entire Board. Vacancies may be filled by the Board.

Neither Board members nor officers receive compensation for serving as such, but they are entitled to reimbursement for expenses incurred in performing such service.

The Issuer has no assets, property, or employees. Other than legal counsel, the Issuer has not engaged any consultant or other professional. THE ISSUER HAS NO TAXING POWER.

The Issuer is receiving a fee of approximately $_____ in connection with the issuance of the Bonds, after provision has been made for expenses of the Issuer, which amount shall be paid to the City and may be used by the City for any lawful purpose.

Except for the issuance of the Bonds, the Issuer is not in any manner related to or affiliated with the Borrower. The Issuer has issued the Bonds and loaned the proceeds to the Borrower pursuant to the Loan Agreements solely to carry out the Issuer's statutory purposes. The Borrower has agreed to indemnify the Issuer for certain matters under the Loan Agreements.

The directors of the Issuer are not personally liable in any way for any act or omission committed or suffered in the performance of the functions of the Issuer.

Neither the Issuer nor the City has assumed any responsibility for the matters contained herein except, in the case of the Issuer, solely as to matters relating to the Issuer. All findings and determinations by the Issuer and the City, respectively, are and have been made by each for its own internal uses and purposes. Notwithstanding its approval of the Bonds for purposes of section 147(f) of the Code, the City does not endorse in any manner, directly or indirectly, guarantee or promise to pay the Bonds from any source of funds of the City or guarantee, warrant or endorse the creditworthiness or credit standing of the Borrower, or in any manner guarantee, warrant, or endorse the investment quality or value of the Bonds. The Bonds are payable solely as described in this Preliminary Official Statement and are not in any manner payable wholly or partially from any funds or properties otherwise belonging to the Issuer. By its issuance of the Bonds, the Issuer does not in any manner, directly or indirectly, guarantee, warrant or endorse the creditworthiness or credit standing of the Borrower or the investment quality or value of the Bonds. The Issuer has no taxing power.

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the unqualified approving legal opinions of the Attorney General of Texas to the effect that the Bonds are valid and legally binding limited obligations of the Issuer under the Constitution and laws of the State payable from and secured by a lien on and pledge of the payments designated as Loan Payments to be paid, or caused to be paid, to the Bond Trustee, pursuant to the Bond Indentures and the Loan Agreements, as evidenced by the Issuer Master Notes, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, and the approving legal opinions of Andrews Kurth LLP, Houston, Texas, Bond Counsel. See "APPENDIX D – SUBSTANTIALLY FINAL FORMS OF OPINIONS OF BOND COUNSEL" attached hereto.

Bond Counsel was not requested to participate and did not take part in the preparation of the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information appearing in the Preliminary Official Statement under the captions "THE BONDS," "SECURITY AND SOURCE OF PAYMENT," "CONTINUING DISCLOSURE OF INFORMATION", "APPENDIX E – SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE" "APPENDIX F – SUBSTANTIALLY FINAL FORMS OF TRUST INDENTURE AND SECURITY AGREEMENTS," "APPENDIX G – SUBSTANTIALLY FINAL FORMS OF LOAN AGREEMENTS," and Bond Counsel is of the opinion that the statements and information contained therein fairly and accurately reflect the provisions of the Bond Documents (as defined in the Bond Indentures). Further, Bond Counsel has reviewed the statements and information contained in the Official Statement under the captions and sub-captions "LEGAL MATTERS," "TAX MATTERS FOR SERIES 2012A BONDS," "TAX MATTERS FOR SERIES 2012B AND SERIES 2012Q BONDS" "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS," "STATE AND LOCAL FUNDING OF SCHOOL DISTRICTS IN TEXAS," "CURRENT PUBLIC SCHOOL FINANCE SYSTEM," and "LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS" and Bond Counsel is of the opinion that the statements and information contained therein are correct as to matters of law. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the Underwriters by their counsel, Haynes and Boone, LLP, Houston, Texas, whose legal fee for services rendered is contingent upon the sale and delivery of the Bonds.

No-Litigation Certificates

The Issuer will furnish the Underwriters certificates, executed by both the President and Secretary of the Issuer, and dated as of the date of delivery of the Bonds, to the effect that there is not pending, and to their knowledge, there is not threatened, any litigation affecting the validity of the Bonds, or the collection of Loan Payments for the payment thereof, or the organization of the Issuer, or the title of the officers thereof to their respective offices.

The Borrower will furnish the Underwriters certificates, executed by both the President and Secretary of the Borrower, and dated as of the date of delivery of the Bonds, to the effect that there is not pending, and to their knowledge, there is not threatened, any litigation affecting the validity of the Bonds, or the payment of Loan Payments for the payment thereof, or the organization of the Borrower, the granting or renewal of the Charter, the validity of the Loan Agreements, the Issuer Master Notes, the Deed of Trust, or the title of the officers thereof to their respective offices.

TAX MATTERS

Tax Exemption

In the opinion of Andrews Kurth LLP, Houston, Texas, Bond Counsel, interest on the Series 2012A Bonds is (a) excludable from gross income of the owners thereof for federal income tax purposes under section 103 of the Internal Revenue Code of 1986, as amended (the "Code"), and (b) not included in determining the alternative minimum taxable income of individuals or, except as described below, corporations.

Interest on the Bonds owned by a corporation, other than an "S" corporation or a qualified mutual fund, real estate investment trust ("REIT"), real estate mortgage investment conduit ("REMIC"), or financial asset securitization investment trust ("FASIT"), will be included in such corporation's adjusted current earnings for purposes of calculating such corporation's alternative minimum taxable income. A corporation's alternative minimum taxable income is the basis on which the alternative minimum tax imposed by section 55 of the Code will be computed.

In rendering its opinion, Bond Counsel has assumed that the Issuer and the Borrower will comply with all requirements of the Code that must be satisfied subsequent to the issuance of the Series 2012A Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. The Issuer and the Borrower have covenanted in the Bond Indenture and the Loan Agreement to comply with each such requirement. In providing the opinions set forth in the preceding paragraph, Bond Counsel has relied upon representations of the Issuer, the Borrower, and the Underwriter with respect to matters solely within the knowledge of the Issuer, the Borrower, and the Underwriter, respectively, that Bond Counsel has not independently verified, and has assumed continuing compliance with the procedures, safeguards, and covenants in the Bond Indenture and the Loan Agreement pertaining to those sections of the Code that affect the status of the Borrower as an

organization described in section 501(c)(3) of the Code, the requirements of section 145 of the Code and the Treasury Regulations promulgated thereunder relating to projects for 501(c)(3) organizations, and the exclusion from gross income of interest on the Series 2012A Bonds for federal income tax purposes. Bond Counsel has also relied, with the permission of the Issuer and the Borrower and without independent verification, on representations of the Borrower pertaining to the applicable requirements of sections 501(c)(3) and 145 of the Code and the Treasury Regulations promulgated thereunder. Included among such representations are those representations of the Borrower set forth in the Borrower's Tax Certificate and those representations of the Borrower and the Issuer set forth in the Issuer's Federal Tax Certificate. The matters that are the subject of such representations are (1) matters that Bond Counsel has assumed to be solely within the knowledge of the respective persons making such representations and (2) matters that Bond Counsel has not independently verified. Bond Counsel has assumed that subsequent to the date hereof there will be continuous compliance with the procedures, safeguards and covenants in the Bond Indenture and the Loan Agreement that pertain to the requirements of sections 103, 141 through 150, and 501(c)(3) of the Code. Failure to comply with any of such requirements may cause the inclusion of interest on the Series 2012A Bonds in gross income for federal income tax purposes to be retroactive to the date of issuance of the Series 2012A Bonds regardless of the date on which the event causing such taxability occurs.

The Code and existing regulations, rulings, and court decisions thereunder upon which the foregoing opinions of Bond Counsel are based, are subject to change, which could prospectively or retroactively result in the inclusion of the interest on the Series 2012A Bonds in gross income of the owners thereof for federal income tax purposes.

Except as stated above, Bond Counsel will express no opinion as to any federal, state, or local tax consequences resulting from the ownership of, receipt or accrual of interest on or acquisition or disposition of the Series 2012A Bonds.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the Issuer and the Borrower described above. No ruling has been sought from the Internal Revenue Service (the "Service") with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the Service. The Service has an ongoing program of auditing the tax-exempt status of the interest on municipal obligations. If an audit of the Series 2012A Bonds is commenced, under current procedures the Service is likely to treat the Issuer as the "taxpayer," and the owners of the Series 2012A Bonds may have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Series 2012A Bonds, the Issuer may have different or conflicting interests from the owners of the Series 2012A Bonds. Public awareness of any future audit of the Series 2012A Bonds could adversely affect the value and liquidity of the Series 2012A Bonds during the pendency of the audit, regardless of its ultimate outcome.

Under the Code, taxpayers are required to provide information on their returns regarding the amount of tax-exempt interest, such as interest on the Series 2012A Bonds, received or accrued during the year.

Prospective purchasers of the Series 2012A Bonds should be aware that the ownership of tax-exempt obligations, such as the Series 2012A Bonds, may result in collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who are deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, taxpayers owning an interest in a FASIT that holds tax-exempt obligations, and individuals otherwise eligible for the earned income tax credit. Such prospective purchasers should consult their tax advisors as to the consequences of investing in the Series 2012A Bonds.

Impact of President's 2013 Budget Proposal

On February 13, 2012, President Obama released the language of his proposed budget for fiscal year 2013 (the "Budget"). One provision of the Budget would have the effect of imposing an additional amount of tax on certain 'high income" taxpayers based on, among other things, the amount of interest on tax-exempt obligations, such as the Bonds, received by such taxpayers. As originally proposed, this provision will be effective for taxable years beginning on or after January 1, 2013, and will apply to interest on the Bonds and other tax-exempt obligations received by such taxpayers on or after that date. The introduction or enactment of this provision or any similar legislative proposal may also affect the market price for, or marketability of, the Bonds. Prospective purchasers of the Bonds are advised to consult their tax advisors with respect to the impact of the Budget or other legislative proposals, as to which Bond Counsel expresses no opinion.

Tax Treatment of Original Issue Discount on Series 2012A Bonds

Certain maturities of the Series 2012A Bonds may be offered at an initial offering price which is less than the stated redemption price at maturity of such Series 2012A Bonds. If a substantial amount of any maturity of the Series 2012A Bonds is sold to members of the public (which for this purpose excludes bond houses, brokers and similar persons or organizations acting in the capacity of wholesalers or underwriters) at such initial offering price, each of the Series 2012A Bonds of that maturity (the "Discount Series 2012A Bonds") will be considered to have "original issue discount" for federal income tax purposes. An initial owner who purchases a Discount Series 2012A Bond in the initial public offering of the Series 2012A Bonds at such an initial offering price will acquire such Discount Series 2012A Bond with original issue discount equal to the difference between (a) the stated redemption price payable at the maturity of such Discount Series 2012A Bond and (b) the initial public offering price to the public of such Discount Series 2012A Bond. Under existing law, such original issue discount will be treated for federal income tax purposes as additional interest on a Discount Series 2012A Bond and such initial owner will be entitled to exclude

from gross income for federal income tax purposes that portion of such original issue discount deemed to be earned (as discussed below) during the period while such Discount Series 2012A Bond continues to be owned by such initial owner. Except as otherwise provided herein, the discussion regarding interest on the Series 2012A Bond under the caption "-Tax Exemption" herein generally applies to original issue discount deemed to be earned on a Discount Series 2012A Bond while held by an owner who has purchased such Discount Series 2012A Bond at the initial offering price in the initial public offering of the Series 2012A Bonds and that discussion should be considered in connection with this portion of this Official Statement.

In the event of a redemption, sale, or other taxable disposition of a Discount Series 2012A Bond prior to its stated maturity, however, any amount realized by such initial owner in excess of the basis of such Discount Series 2012A Bond in the hands of such owner (increased to reflect the portion of the original issue discount deemed to have been earned while such Discount Series 2012A Bond continues to be held by such initial owner) will be includable in gross income for federal income tax purposes.

Because original issue discount on a Discount Series 2012A Bond will be treated for federal income tax purposes as interest on a Series 2012A Bond, such original issue discount must be taken into account for certain federal income tax purposes as it is deemed to be earned even though there will not be a corresponding cash payment. See "-Tax Exemption" herein for a reference to collateral federal tax consequences for certain other owners.

The characterization of original issue discount as interest is for federal income tax purposes only and does not otherwise affect the rights or obligations of the owner of a Discount Series 2012A Bond or of the Issuer. The portion of the principal of a Discount Series 2012A Bond representing original issue discount is payable upon the maturity or earlier redemption of such Series 2012A Bond to the registered owner of the Discount Series 2012A Bond at that time.

Under special tax accounting rules prescribed by existing law, a portion of the original issue discount on each Discount Series 2012A Bond is deemed to be earned each day. The portion of the original issue discount deemed to be earned each day is determined under an actuarial method of accrual, using the yield to maturity as the constant interest rate and semi-annual compounding.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Discount Series 2012A Bonds by an owner that did not purchase such Discount Series 2012A Bonds in the initial public offering and at the initial offering price may be determined according to rules which differ from those described above. All prospective purchasers of Discount Series 2012A Bonds should consult their tax advisors with respect to the determination for federal, state and local income tax purposes of interest and original issue discount accrued upon redemption, sale or other disposition of such Discount Series 2012A Bonds and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, redemption, sale, or other disposition of such Discount Series 2012A Bonds.

TAX MATTERS FOR SERIES 2012B AND SERIES 2012Q BONDS

General

The following is a general summary of United States federal income tax consequences of the purchase and ownership of the Series 2012B Bonds and the Series 2012Q Bonds (the "Taxable Bonds"). The discussion is based upon laws, Treasury Regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect) or possibly differing interpretations. No assurances can be given that future changes in the law will not alter the conclusions reached herein. The discussion below does not purport to deal with United States federal income tax consequences applicable to all categories of investors. Further, this summary does not discuss all aspects of United States federal income taxation that may be relevant to a particular investor in the Taxable Bonds in light of the investor's particular personal investment circumstances or to certain types of investors subject to special treatment under United States federal income tax laws (including insurance companies, tax exempt organizations, financial institutions, broker-dealers, and persons who have hedged the risk of owning the Taxable Bonds). The summary is therefore limited to certain issues relating to initial investors who will hold the Taxable Bonds as "capital assets" within the meaning of section 1221 of the Code, and acquire such Taxable Bonds for investment and not as a dealer or for resale. This summary addresses certain federal income tax consequences applicable to beneficial owners of the Taxable Bonds who are United States persons within the meaning of section 7701(a)(30) of the Code ("United States persons") and, except as discussed below, does not address any consequences to persons other than United States persons. Prospective investors should note that no rulings have been or will be sought from the IRS with respect to any of the U.S. federal income tax consequences discussed below, and the discussion below is not binding on the IRS.

INVESTORS SHOULD CONSULT THEIR OWN TAX ADVISORS IN DETERMINING THE FEDERAL, STATE, LOCAL, FOREIGN AND ANY OTHER TAX CONSEQUENCES TO THEM FROM THE PURCHASE, OWNERSHIP AND DISPOSITION OF THE TAXABLE BONDS.

Internal Revenue Service Circular 230 Notice

You should be aware that:

(i) the discussion with respect to United States federal tax matters for the Taxable Bonds in this Preliminary Official Statement was not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on the taxpayer;

(ii) such discussion was written to support the promotion or marketing (within the meaning of IRS Circular 230) of the transactions or matters addressed by such discussion; and

(iii) each taxpayer should seek advice based on his or her particular circumstances from an independent tax advisor.

This notice is given solely for purposes of ensuring compliance with IRS Circular 230.

Stated Interest on the Taxable Bonds

The stated interest on the Taxable Bonds will be included in the gross income, as defined in section 61 of the Code, of the beneficial owners thereof and be subject to U.S. federal income taxation when paid or accrued, depending on the tax accounting method applicable to the beneficial owners thereof.

Reporting Of Interest Payments

Subject to certain exceptions, interest payments made to beneficial owners with respect to Taxable Bonds will be reported to the IRS. Such information will be filed each year with the IRS on Form 1099 which will reflect the name, address, and TIN of the beneficial owner. A copy of Form 1099 will be sent to each beneficial owner of a Taxable Bond for U.S. federal income tax purposes.

Original Issue Discount

If a substantial amount of any maturity of the Taxable Bonds is purchased at original issuance for a purchase price (the "Issue Price") that is less than their face amount by more than one quarter of one percent times the number of complete years to maturity, the Taxable Bonds of that maturity (the "Taxable Discount Bonds") will be treated as being issued with "original issue discount." The amount of the original issue discount will equal the excess of the principal amount payable on such Taxable Discount Bonds at maturity over its Issue Price, and the amount of the original issue discount on that maturity of the Taxable Discount Bonds will be amortized over the life of such Taxable Discount Bonds using the "constant yield method" provided in the Treasury Regulations. As the original issue discount accrues under the constant yield method, the beneficial owners of the Taxable Discount Bonds, regardless of their regular method of accounting, will be required to include such accrued amount in their gross income as interest. This can result in taxable income to the beneficial owners of the Taxable Discount Bonds that exceeds actual cash distributions to the beneficial owners in a taxable year.

The amount of the original issue discount that accrues on the Taxable Discount Bonds each taxable year will be reported annually to the IRS and to the beneficial owners. The portion of the original issue discount included in each beneficial owner's gross income while the beneficial owner holds the Taxable Discount Bonds will increase the adjusted tax basis of the Taxable Discount Bonds in the hands of such beneficial owner.

Disposition of Taxable Bonds

A beneficial owner of Taxable Bonds will generally recognize gain or loss on the redemption, sale or exchange of a Bond equal to the difference between the redemption or sales price (exclusive of the amount paid for accrued interest) and the beneficial owner's adjusted tax basis in the Taxable Bonds. Generally, the beneficial owner's adjusted tax basis in the Taxable Bonds will be the beneficial owner's initial cost, increased by the original issue discount previously included in the beneficial owner's income to the date of disposition. Any gain or loss generally will be capital gain or loss and will be long-term or short-term, depending on the beneficial owner's holding period for the Taxable Bonds.

Backup Withholding

Under section 3406 of the Code, a beneficial owner of the Taxable Bonds who is a United States person, as defined in section 7701(a)(3) of the Code, may, under certain circumstances, be subject to "backup withholding" on payments of current or accrued interest on the Taxable Bonds. This withholding applies if such beneficial owner of Taxable Bonds: (i) fails to furnish to the payor such beneficial owner's social security number or other taxpayer identification number ("TIN"); (ii) furnishes the payor an incorrect TIN; (iii) fails to report properly interest, dividends, or other "reportable payments" as defined in the Code; or (iv) under certain circumstances, fails to provide the payor with a certified statement, signed under penalty of perjury, that the TIN provided to the payor is correct and that such beneficial owner is not subject to backup withholding.

Backup withholding will not apply, however, with respect to payments made to certain beneficial owners of the Taxable Bonds. Beneficial owners of the Taxable Bonds should consult their own tax advisors regarding their qualification for exemption from backup withholding and the procedures for obtaining such exemption.

Withholding on Payments to Nonresident Alien Individuals and Foreign Corporations

Under sections 1441 and 1442 of the Code, nonresident alien individuals and foreign corporations are generally subject to withholding at the rate of 30% on periodic income items arising from sources within the United States, provided such income is not effectively connected with the conduct of a United States trade or business. Assuming the interest received by the beneficial owners of the Taxable Bonds is not treated as effectively connected income within the meaning of section 864 of the Code, such interest will be subject to 30% withholding, or any lower rate specified in an income tax treaty, unless such income is treated as portfolio interest. Interest will be treated as portfolio interest if: (i) the beneficial owner provides a statement to the payor certifying, under penalties of perjury, that such beneficial owner is not a United States person and providing the name and address of such beneficial owner; (ii) such interest is treated as not effectively connected with the beneficial owner's United States trade or business; (iii) interest payments are not made to a person within a foreign country which the IRS has included on a list of countries having provisions inadequate to prevent United States tax evasion; (iv) interest payable with respect to the Taxable Bonds is not deemed contingent interest within the meaning of the portfolio debt provision; (v) such beneficial owner is not a controlled foreign corporation, within the meaning of section 957 of the Code; and (vi) such beneficial owner is not a bank receiving interest on the Taxable Bonds pursuant to a loan agreement entered into in the ordinary course of the bank's trade or business.

Assuming payments on the Taxable Bonds are treated as portfolio interest within the meaning of sections 871 and 881 of the Code, then no backup withholding under section 1441 and 1442 of the Code and no backup withholding under section 3406 of the Code is required with respect to beneficial owners or intermediaries who have furnished Form W-8 BEN, Form W-8 EXP or Form W-8 IMY, as applicable, provided the payor does not have actual knowledge that such person is a United States person.

SALE AND DISTRIBUTION OF THE BONDS

The Underwriter

The Bonds are being purchased by the Underwriter, pursuant to two bond purchase contracts with the Issuer, one for the Series 2012A Bonds and the Series 2012B Bonds and one for the Series 2012Q Bonds, each as approved by the Borrower, at prices of $_____, which reflect the par amount of the Series 2012A Bonds less an underwriting discount of $_____ and less an original issue discount of $_____ , the par amount of the Series 2012B Bonds less an underwriting discount of $_____ and less an original issue discount of $_____ and the par amount of the Series 2012Q Bonds less an underwriting discount of $_____ and less an original issue discount of $_____. The Underwriter's obligation to purchase the Bonds is subject to certain conditions precedent, and the Underwriters will be obligated to purchase all of the Bonds if any Bonds are purchased. The Issuer has no control over the price at which the Bonds are subsequently sold and the initial yields at which the Bonds will be priced and reoffered will be established by and will be the responsibility of the Underwriter. The Underwriter has provided the following sentence for inclusion in this Preliminary Official Statement. The Underwriter has reviewed the information in this Preliminary Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Prices and Marketability

The delivery of the Series 2012A Bonds is conditioned upon the receipt by the Issuer of a certificate executed and delivered by the Underwriters on or before the date of delivery of the Series 2012A Bonds stating the prices at which a substantial amount of the Series 2012A Bonds of each maturity have been sold to the public. For this purpose, the term "public" shall not include any person who is a bond house, broker, or similar person acting in the capacity of underwriter or wholesaler. Otherwise, the Issuer has no understanding with the Underwriters regarding the reoffering yields or prices of the Bonds. Information concerning reoffering yields or prices is the responsibility of the Underwriters.

The prices and other terms with respect to the offering and sale of the Bonds may be changed from time to time by the Underwriters after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriters may over-allot or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Issuer has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. If there is such a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market.

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the Securities Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The Issuer assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold, or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

LEGAL INVESTMENT AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Under the Texas Public Security Procedures Act (Texas Government Code, Chapter 1201, as amended), the Bonds (1) are negotiable instruments, (2) are investment securities to which Chapter 8 of the Texas Uniform Commercial Code applies, and (3) are legal and authorized investments for (A) an insurance company, (B) a fiduciary or trustee, or (C) a sinking fund of a municipality or other political subdivision or public agency of the State. The Bonds are eligible to secure deposits of any public funds of the State, its agencies and political subdivisions, and are legal security for those deposits to the extent of their market value. For political subdivisions in Texas which have adopted investment policies and guidelines in accordance with the Public Funds Investment Act (Texas Government Code, Chapter 2256, as amended), the Bonds may have to be assigned a rating of "A" or its equivalent as to investment quality by a national rating agency before such obligations are eligible investments for sinking funds and other public funds. The Bonds have been assigned a rating of "_____" by Standard & Poor's. See "RATING" herein. However, political subdivisions otherwise subject to the Public Funds Investment Act may have additional statutory authority to invest in the Bonds independent of the Public Funds Investment Act. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Bonds are legal investments for state banks, savings banks, trust companies with at least $1 million of combined capital, and savings and loan associations. No review has been made of the laws in other states to determine whether the Bonds are legal investments for various institutions in those states. No representation is made that the Bonds will in fact be used as investments or security by any entity.

CONTINUING DISCLOSURE OF INFORMATION

In the Order, the District has made the following agreement for the benefit of the holders and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB"). Information will be available free of charge via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org.

Annual Reports

The District will provide updated financial information and operating data to the MSRB annually via EMMA. The information to be updated includes all quantitative financial information and operating data of the general type included in this Official Statement in APPENDIX A, Tables 1 through 5 and Tables 7 through 10, and APPENDIX B. The District will update and provide this information within six months after the end of each fiscal year.

The District may provide updated information in full text or may incorporate by reference other publicly available documents, as permitted by SEC Rule 15c2-12 (the "Rule"). The updated information will include audited financial statements if the District commissions an audit and the audit is completed by the required time. If audited financial statements are not available by the required time, the District will provide such financial statements on an unaudited basis within the required time and audited financial statements when they become available. Any such financial statements will be prepared in accordance with the accounting principles described in APPENDIX B or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

The District's current fiscal year-end is the last day of August. Accordingly, the District must provide updated information by the last day of February in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Material Event Notices

The District shall notify the MSRB, in a timely manner not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of holders of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of

the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District; (13) the consummation of a merger, consolidation, or acquisition involving the District or the System or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (14) appointment of a successor or additional trustee or the change of name of trustee, if material.The District shall notify the MSRB in an electronic format prescribed by the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with the Rule.

For these purposes, any event described in (12) in the immediately preceding paragraph is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

Availability of Information

The Borrower has not previously been an obligated person under the Rule.

Limitations and Amendments

The Borrower has agreed to update information and to provide notices of material events only as described above. The Borrower has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that has been provided except as described above. The Borrower makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The Borrower disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreements or from any statement made pursuant to its agreements, although holders of Bonds may seek a writ of mandamus to compel the Borrower to comply with its agreements. Nothing in this paragraph is intended or shall act to disclaim, waive, or limit the Borrower's duties under federal or state securities laws.

The continuing disclosure agreements may be amended by the Borrower from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Borrower, but only if (1) the agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with Rule 15c2-12, taking into account any amendments or interpretations of Rule 15c2-12 since such offering as well as such changed circumstances and (2) either (a) the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of the Bond Indentures) of the outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the Borrower (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners and Beneficial Owners of the Bonds. The Borrower may also amend or repeal the provisions of the continuing disclosure agreements if the Securities Exchange Commission amends or repeals the applicable provisions of Rule 15c2-12 or a court of final jurisdiction enters judgment that such provisions of Rule 15c2-12 are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds. If the Borrower amends its agreements, it has agreed to include with the next financial information and operating data provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of information and data provided.

The Borrower is subject to periodic reporting and audit requirements under the statutes and rules governing charter schools, including participation in the Texas PEIMS system. See "THE SYSTEM OF CHARTER SCHOOLS IN TEXAS" herein. Such records are open records under the Texas Public Information Act, Chapter 552, Texas Government Code, as amended, and, subject to exemptions contained therein, would be available to any person from the Borrower or TEA upon payment of costs.

PREPARATION OF PRELIMINARY OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Preliminary Official Statement have been obtained primarily from the Borrower and sources other than the Issuer. All of these sources are believed to be reliable, but no representation or guarantee is made by the Issuer as to the accuracy or completeness of the information derived from such sources, and its inclusion herein is not to be construed as a representation or guarantee on the part of the Issuer to such effect. Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, documents, and other related information set forth in this Preliminary Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

MISCELLANEOUS

All estimates, statements, and assumptions in this Preliminary Official Statement and the Appendices hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Preliminary Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Preliminary Official Statement was approved by the Board of Directors of the Issuer, as of the date shown on the cover page.

SCHEDULE 1

PROJECTED DEBT SERVICE

APPENDIX A

INFORMATION REGARDING THE BORROWER

THE FACILITIES

OPERATING DATA

FINANCIAL SUMMARY

APPENDIX B

PROFORMA FINANCIAL PLAN

Updated 9/20/12, 4:00 p.m.

Eden Park (Wayside)

Projected Operating Performance

	Audited 2009-2010	Audited 2010-2011	Budget 2011-2012	Projected 2012-2013	Projected 2013-2014	Projected 2014-2015	Projected 2015-2016	Projected 2016-2017
Enrollment:	188	232	253	657	790	1186	1399	1599
ADA %:								
ADA Students:	0	0	0	0	0	0	0	0
Revenues:								
Local Support								
Other Revenue from Local Support	$ 268,988	$ 218,615	$ 87,952	$ 450,000	$ 250,000	$ 275,000	$ 300,000	$ 325,000
Total Local Support	$ 268,988	$ 218,615	$ 87,952	$ 450,000	$ 250,000	$ 275,000	$ 300,000	$ 325,000
State Program Revenues								
Foundation School Program Revenue	$ 1,557,096	$ 1,843,210	$ 1,902,040	$ 4,775,644	$ 5,752,341	$ 8,776,869	$ 10,298,809	$ 11,780,387
State Revenue Distributed by TEA	$ 6,885	$ 7,587	$ 16,634	$ 300,000	$ 300,000	$ 300,000	$ -	$ -
Total State Program Revenues	$ 1,563,981	$ 1,850,797	$ 1,918,674	$ 5,075,644	$ 6,052,341	$ 9,076,869	$ 10,298,809	$ 11,780,387
Federal Program Revenues								
Federal Revenue Distributed by TEA	$ 293,536	$ 183,823	$ 155,877	$ 191,599	$ 232,824	$ 371,878	$ 439,802	$ 504,950
Total Federal Program Revenues	$ 293,536	$ 183,823	$ 155,877	$ 191,599	$ 232,824	$ 371,878	$ 439,802	$ 504,950
Total Revenues:	$ 2,126,505	$ 2,253,235	$ 2,162,503	$ 5,717,243	$ 6,535,165	$ 9,723,747	$ 11,038,611	$ 12,610,337
Expenses:								
Payroll Costs	$ 1,125,077	$ 1,270,682	$ 1,252,611	$ 3,561,428	$ 4,031,516	$ 6,024,879	$ 6,754,259	$ 7,757,024
Professional and contracted Services	$ 240,680	$ 288,826	$ 229,633	$ 914,585	$ 1,299,950	$ 2,171,526	$ 2,429,657	$ 2,696,002
Supplies and Materials	$ 101,169	$ 140,168	$ 72,770	$ 438,530	$ 280,830	$ 621,608	$ 692,327	$ 673,342
Other Operating Costs	$ 193,345	$ 220,636	$ 153,201	$ 694,120	$ 710,528	$ 788,185	$ 802,127	$ 820,128
Debt Service	$ 192,810	$ 150,541	$ 204,000	$ 192,690	$ 192,690	$ 192,690	$ 192,690	$ 192,690
Depreciation	$ -	$ -	$ -	$ (108,000)	$ (108,000)	$ (108,000)	$ (108,000)	$ (108,000)
Total Expenses:	$ 1,853,081	$ 2,070,853	$ 1,912,215	$ 5,693,353	$ 6,407,514	$ 9,690,888	$ 10,763,060	$ 12,031,186
Change in Total Net Assets:	$ 273,424	$ 182,382	$ 250,288	$ 23,890	$ 127,651	$ 32,859	$ 275,551	$ 579,151

Updated 9/20/12, 4:00 p.m.

APPENDIX C

AUDITED FINANCIALS OF THE BORROWER FOR FISCAL YEAR 2009, 2010 AND 2011

APPENDIX D

SUBSTANTIALLY FINAL FORM OF OPINION OF BOND COUNSEL

APPENDIX E

SUBSTANTIALLY FINAL FORM OF MASTER TRUST INDENTURE

APPENDIX F

SUBSTANTIALLY FINAL FORM OF TRUST INDENTURE AND SECURITY AGREEMENT

APPENDIX G

SUBSTANTIALLY FINAL FORM OF LOAN AGREEMENT

GENERAL PURPOSE FINANCIAL STATEMENTS

EDEN PARK ACADEMY

STATEMENT OF FINANCIAL POSITION - EXHIBIT A-1

June 30, 2011 and 2010

	2011	2010
Assets		
Current Assets:		
Cash and cash equivalents	$ 645,445	$ 602,122
Due from Texas Education Agency	325,209	302,527
Other receivable	20	-
Total current assets	970,674	904,649
Non-current Assets:		
Deferred Charges	$ 19,299	-
Property and equipment, net	3,059,057	3,134,950
Total non-current assets	3,078,356	3,134,950
Total Assets	$ 4,049,030	$ 4,039,600
Liabilities and Net Assets		
Current Liabilities		
Accounts payable	$ 424	$ 2,192
Due to tenant	12,000	12,000
Current portion of long-term debt	50,566	47,071
Total current liabilities	62,990	61,263
Long-Term Debt	2,541,895	2,716,574
Total long term liabilities	2,541,895	2,716,574
Total Liabilities	2,604,885	2,777,837
Net Assets		
Unrestricted	$ 1,444,145	1,261,737
Temporarily restricted	-	26
Total Net Assets	1,444,145	1,261,763
Total Liabilities and Net Assets	$ 4,049,030	$ 4,039,600

See Notes to Financial Statements.

EDEN PARK ACADEMY

STATEMENT OF ACTIVITIES - EXHIBIT A-2

Years Ended June 30, 2011 and 2010

	Unrestricted	Temporarily Restricted	Totals 2011	Totals 2010
Revenues				
Local support:				
5740 Other Revenues from Local Sources	$ 183,844	$ -	$ 183,844	$ 239,401
5750 Revenue from Cocurricular or Enterprising	34,051	-	34,051	25,362
5740 Interest Revenue	720	-	720	4,225
Total Local Support	218,615	-	218,615	268,988
State program revenues				
5810 Foundation School Program Act Revenues	-	1,843,210	1,843,210	1,557,096
5820 State Program Revenues Distributed by Texas Education Agency	-	7,587	7,587	6,885
Total state program revenue	-	1,850,797	1,850,797	1,563,981
Federal program revenues:				
5920 Federal Revenues Distributed by the Texas Education Agency	-	183,823	183,823	293,536
Net assets released from restrictions:	2,034,646	(2,034,646)	-	-
Total Revenues	2,253,261	(26)	2,253,235	2,126,505
Expenses				
11 Instruction	1,181,547	-	1,181,547	985,178
12 Instructional Resources and Media Services	512	-	512	4,556
13 Curriculum Development and Instructional Staff Development	13,088	-	13,088	18,637
21 Instructional Leadership	1,080	-	1,080	25,769
23 School Leadership	45,942	-	45,942	49,898
31 Guidance, Counseling and Evaluation Services	13,542	-	13,542	14,607
35 Food Services	62,169	-	62,169	54,367
41 General Administration	179,391	-	179,391	185,986
51 Plant Maintenance and Operations	335,071	-	335,071	237,328
52 Security and Monitoring Services	13,200	-	13,200	11,944
53 Data Processing Services	12,760	-	12,760	12,760
61 Community Services	21,147	-	21,147	14,882
71 Debt Service	150,541	-	150,541	202,103
81 Fund Raising	40,863	-	40,863	35,064
Total Expenses	2,070,853	-	2,070,853	1,853,079
Change in Net Assets	182,408	(26)	182,382	273,426
Beginning Net Assets	1,261,737	26	1,261,763	988,337
Ending Net Assets	$ 1,444,145	$ -	$ 1,444,145	$ 1,261,763

See Notes to Financial Statements.

EDEN PARK ACADEMY

STATEMENT OF CASH FLOWS - EXHIBIT A-3

Years Ended June 30, 2011 and 2010

	2011	2010
Cash Flows from Operating Activities:		
Foundation school program payments	$ 1,820,508	$ 1,527,201
Grant payments	191,410	300,421
Contributions and fund-raising activities	7,088	5,765
Miscellaneous sources	211,527	263,223
Payments to vendors for goods and services rendered	(568,344)	(435,768)
Payments to charter school personnel for services rendered	(1,283,442)	(1,125,007)
Interest payments	(150,540)	(202,103)
Net Cash Provided by Operating Activities	228,207	333,732
Cash Flows from Investing Activities:		
Purchase of capital assets	(13,700)	(30,348)
Net Cash (Used) by Investing Activities	(13,700)	(30,348)
Cash flows from financing activities:		
Principal payments on long-term debt	(171,184)	(43,789)
Net Cash (Used) by Financing Activities	(171,184)	(43,789)
Net Change in Cash and Cash Equivalents	43,323	259,595
Beginning cash and cash equivalents	602,122	342,527
Ending Cash and Cash Equivalents	$ 645,445	$ 602,122
Adjustments to Reconcile to Change in Net Assets to Net Cash Provided by Operating Activities:		
Change in net assets	$ 182,382	$ 273,426
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	89,593	86,368
(Increase) decrease in receivables	(22,702)	(29,895)
(Increase) decrease in prepaid expenses	(19,298)	2,130
Increase (decrease) in liabilities	(1,768)	1,703
Net Cash Provided by Operating Activities	$ 228,207	$ 333,732

See Notes to Financial Statements.

SUPPLEMENTAL INFORMATION

EDEN PARK ACADEMY

SCHEDULE OF EXPENSES - EXHIBIT C-1

Years Ended June 30, 2011 and 2010

	Totals	
	2011	**2010**
Expenses		
6100 Payroll Costs	$ 1,283,442	$ 1,125,007
6200 Professional and Contracted Services	269,866	224,976
6300 Supplies and Materials	146,368	103,106
6400 Other Operating Costs	220,636	197,889
6500 Debt	150,541	202,103
Total Expenses	$ 2,070,853	$ 1,853,079

EDEN PARK ACADEMY

SCHEDULE OF CAPITAL ASSETS - EXHIBIT D-1

June 30, 2011

	Ownership Interest		
	Local	State	Federal
1510 Land and Improvements	$ -	$ -	$ -
1520 Buildings and Improvements	-	3,394,157	96,664
1531 Vehicles	-	-	-
1539 Furniture and Equipment	-	217,657	-
Total Property and Equipment	$ -	$ 3,611,814	$ 96,664

EDEN PARK ACADEMY

BUDGETARY COMPARISON SCHEDULE - EXHIBIT E-1

Year Ended June 30, 2011

	Budget		Actual	Variance From Final
	Original	Final	Amounts	Budget
Revenues				
Local support:				
5740 Other Revenues from Local Sources	$ 162,800	$ 217,764	$ 184,564	$ 33,200
5750 Revenue from Cocurricular or Enterprising	-	-	34,051	(34,051)
Total Local Support	162,800	217,764	218,615	(851)
State program revenues:				
5810 Foundation School Program Act Revenues	1,997,500	1,997,500	1,843,210	154,290
5820 State Program Revenues Distributed by Texas Education Agency	-	7,238	7,587	(349)
Total state program revenue	1,997,500	2,004,738	1,850,797	153,941
Federal program revenues:				
5920 Federal Revenues Distributed by the Texas Education Agency	-	172,978	183,823	(10,845)
Total Revenues	2,160,300	2,395,480	2,253,235	142,245
Expenses				
11 Instruction	1,160,873	1,232,516	1,181,547	50,969
12 Instructional Resources and Media Services	6,000	6,173	512	5,661
13 Curriculum Development and Instructional Staff Development	3,800	15,453	13,088	2,365
21 Instructional Leadership	1,200	23,798	1,080	22,718
23 School Leadership	37,246	55,746	45,942	9,804
31 Guidance, Counseling and Evaluation Services	-	-	13,542	(13,542) *
35 Food Services	-	70,500	62,169	8,331
41 General Administration	184,899	186,949	179,391	7,558
51 Plant Maintenance and Operations	322,267	398,318	335,071	63,247
52 Security and Monitoring Services	11,000	13,200	13,200	-
53 Data Processing Services	15,000	12,800	12,760	40
61 Community Services	24,500	21,212	21,147	65
71 Debt Service	246,000	246,000	150,541	95,459
81 Fund Raising	41,000	41,000	40,863	137
Total Expenses	2,053,785	2,323,664	2,070,853	252,811
Change in Net Assets	106,515	71,815	182,382	322,500
Beginning Net Assets	1,261,763	1,261,763	1,261,763	-
Ending Net Assets	$ 1,368,278	$ 1,333,578	$ 1,444,145	$ 322,500

Notes to Supplementary Information:

1. *Expenditures exceeded appropriations.

GENERAL PURPOSE FINANCIAL STATEMENTS

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
STATEMENT OF FINANCIAL POSITION
June 30, 2009 and June 30, 2008

	June 30, 2009	June 30, 2008
ASSETS		
Current Assets -		
Cash on Hand and in Banks	$ 342,527	$ 545,319
Due from Texas Education Agency	248,782	204,958
Due from Fiscal Agent	23,794	20,258
Due from NYOS	-	190
Other Receivable	56	-
Prepaid Expenses	2,130	12,360
Total Current Assets	617,288	783,085
Fixed Assets Net of Accumulated Depreciation	3,190,972	-
Total Assets	3,808,260	783,085
LIABILITIES AND NET ASSETS		
Current Liabilities -		
Accounts Payable	489	15,274
Payroll Liabilites	-	26,100
Accrued Salaries Payable	-	75,873
Due to Tenant	12,000	-
Deferred Revenue	-	-
Note Payable	43,789	-
Total Current Liabilities -	56,278	117,247
Long-Term Liabilities		
Note Payable	2,763,645	-
Total Long-Term Liabilities -		
Total Liabilities	2,819,923	117,247
Net Assets -		
Unrestricted (Deficiency)	975,365	665,838
Temporarily Restricted (Deficiency)	12,972	-
Total Net Assets	988,337	665,838
Total Liabilities and Net Assets	$ 3,808,260	$ 783,085

(The accompanying notes are an integral part of this financial statement.)

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
STATEMENT OF ACTIVITIES
Fiscal Year Ended June 30, 2009 and Period Ended June 30, 2008

		2009			Ten Month Period Ended
		Unrestricted	Temporarily Restricted	Totals	June 30, 2008
REVENUE AND OTHER SUPPORT					
Local Support					
5740	Other Revenue from Local Sources	$ 289,944	$ -	$ 289,944	$ 95,860
5750	Revenue from Cocurr or Enterpr	22,915	-	22,915	22,130
	Total Local Support	312,859	-	312,859	117,990
State Program Revenues					
5810	Foundation School Program	201,767	1,143,344	1,345,110	1,099,248
5820	State Matching Program	-	477	477	340
5820	Technology Allotment	-	4,857	4,857	4,439
5820	Accelerated Reading Program	-	3,702	3,702	7,179
5820	Automated Extnl Defibrillator	-	1,240	1,240	-
	Total State Program Revenues	201,767	1,153,620	1,355,386	1,111,206
Federal Program Revenues					
5920	ESEA Title IV, Safe and Drug Free	-	-	-	-
5920	ESEA Title I, Part A, Improve Basic	-	32,334	32,334	32,705
5920	IDEA Part B, Formula	-	37,532	37,532	29,914
5920	IDEA Part B, Preschool	-	-	-	2,826
5920	Child Nutrition Program	-	43,025	43,025	30,305
5920	Title II, Part A, Teacher, Prin Tr	-	7,877	7,877	7,417
5920	Title II, Part D, Enh Ed Thr Tech	-	592	592	837
5920	Title I, Part A, ARRA/Stimulus	-	8,544	8,544	-
	Total Federal Program Revenues	-	129,904	129,904	104,005
Interest and Other Income		6,450	-	6,450	-
Net Assets Released from Restrictions		1,270,552	(1,270,552)	-	-
	Total Revenue and Other Support	1,791,627	12,972	1,804,598	1,333,200
EXPENSES AND OTHER LOSSES					
Program Services					
10	Instruction and Instructional Rel Serv	782,299	-	782,299	696,940
20	Instructional School Leadership	37,771	-	37,771	30,171
Support Services					
30	Support Services Student	86,979	-	86,979	69,875
40	Administrative Support Serv	151,077	-	151,077	133,654
50	Support Services Non Student	237,520	-	237,520	289,190
60	Ancillary Services	11,707	-	11,707	6,459
70	Debt Service	136,445	-	136,445	-
80	Fundraising	38,301	-	38,301	29,301
	Total Expenses	1,482,098	-	1,482,098	1,255,590
Change In Net Assets		309,528	12,972	322,500	77,610
Net Assets (Deficiency), Beginning of Year		665,838	-	665,838	588,228
Net Assets (Deficiency), End of Year		$ 975,365	$ 12,972	$ 988,337	$ 665,838

(The accompanying notes are an integral part of this financial statement.)

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY

STATEMENT OF CASH FLOWS

Fiscal Year Ended June 30, 2009 and Period Ended June 30, 2008

	2009	Ten Month Period Ended June 30, 2008
CASH FLOWS FROM OPERATING ACTIVITIES		
Foundation School Program Payments	$ 1,324,044	$ 986,648
Grant Payments	117,422	116,166
Contributions from Fund-Raising	5,355	97,052
Miscellaneous Sources	313,953	20,938
Cash Paid to Suppliers for Goods and Services	(525,163)	(490,096)
Cash Paid to Employees for Services	(995,836)	(675,565)
Net Cash Provided by Operating Activities	239,774	55,142
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Fixed Assets	(3,250,000)	-
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from (Payments on) Note Payable	(27,483)	-
Proceeds from (Payments on) Note Payable	2,834,917	-
Net Increase in Cash and Cash Equivalents	(202,792)	55,142
Cash and Cash Equivalents at Beginning of Year	545,319	490,177
Cash and Cash Equivalents at End of Year	$ 342,527	$ 545,319

RECONCILIATION OF CHANGE IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES:

Change in Net Assets	$ 322,500	$ 77,610
Adjustments to Reconcile Increase in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	59,027	-
(Increase) Decrease in Net Assets-		
Due from Texas Education Agency	(43,824)	(110,912)
Due from Fiscal Agent	(3,346)	(9,222)
Prepaid Expenses	10,174	(11,872)
Increase (Decrease) in Operating Liabilities-		
Accounts Payable	(14,785)	14,914
Payroll Liabilities	(26,100)	25,164
Accrued Salaries Payable	(75,873)	70,944
Due to Tenant	12,000	-
Deferred Revenue	-	(1,485)
Net Cash Provided by Operating Activities	$ 239,774	$ 55,142

(The accompanying notes are an integral part of this financial statement.)

SPECIFIC PURPOSE
FINANCIAL STATEMENTS

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
STATEMENT OF ACTIVITIES
Fiscal Year Ended June 30, 2009 and Period Ended June 30, 2008

		2009			Ten Month Period Ended
		Unrestricted	Temporarily Restricted	Totals	June 30, 2008
REVENUE AND OTHER SUPPORT					
Local Support					
5740	Other Revenue from Local Sources	$ 289,944	$ -	$ 289,944	$ 95,860
5750	Revenue from Cocurr or Enterpr	22,915	-	22,915	22,130
	Total Local Support	312,859	-	312,859	117,990
State Program Revenues					
5810	Foundation School Program	201,767	1,143,344	1,345,110	1,099,248
5820	State Matching Program	-	477	477	340
5820	Technology Allotment	-	4,857	4,857	4,439
5820	Accelerated Reading Program	-	3,702	3,702	7,179
5820	Automated Extrn Defibrillator	-	1,240	1,240	-
	Total State Program Revenues	201,767	1,153,620	1,355,386	1,111,206
Federal Program Revenues					
5920	ESEA Title IV, Safe and Drug Free	-	-	-	-
5920	ESEA Title I, Part A, Improve Basic	-	32,334	32,334	32,705
5920	IDEA Part B, Formula	-	37,532	37,532	29,914
5920	IDEA Part B, Preschool	-	-	-	2,826
5920	Child Nutrition Program	-	43,025	43,025	30,305
5920	Title II, Part A, Teacher, Prin Tr	-	7,877	7,877	7,417
5920	Title II, Part D, Enh Ed Thr Tech	-	592	592	837
5920	Title I Part A, ARRA/Stimulus	-	8,544	8,544	-
	Total Federal Program Revenues	-	129,904	129,904	104,005
Interest and Other Income		6,450	-	6,450	-
Net Assets Released from Restrictions		1,270,552	(1,270,552)	-	-
	Total Revenue and Other Support	1,791,627	12,972	1,804,598	1,333,200
EXPENSES AND OTHER LOSSES					
11	Instruction	778,317	-	778,317	677,383
12	Library Services	887	-	887	4,364
13	Curr Development and Instr St Devel	3,095	-	3,095	15,193
21	Instructional Leadership	-	-	-	-
23	School Leadership	37,771	-	37,771	30,171
31	Guidance, Counseling, Eval Services	14,656	-	14,656	13,722
33	Health Services	1,240	-	1,240	-
35	Food Services	71,083	-	71,083	56,153
36	Extracurricular/Cocurricular Act	-	-	-	-
41	Administration	151,077	-	151,077	133,654
51	Plant Maintenance	214,154	-	214,154	270,321
52	Security	4,905	-	4,905	4,819
53	Data Processing	18,460	-	18,460	14,050
61	Community Services	11,707	-	11,707	6,459
71	Debt Service	136,445	-	136,445	-
81	Fundraising	38,301	-	38,301	29,301
	Total Expenses	1,482,098	-	1,482,098	1,255,590
Change in Net Assets		309,528	12,972	322,500	77,610
Net Assets (Deficiency), Beginning of Year		665,838	-	665,838	588,228
Net Assets (Deficiency), End of Year		$ 975,365	$ 12,972	$ 988,337	$ 665,838

(The accompanying notes are an integral part of this financial statement.)

SUPPLEMENTAL INFORMATION
FINANCIAL STATEMENTS

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
SCHEDULE OF EXPENSES
Fiscal Year Ended June 30, 2009 and Period Ended June 30, 2008

EXPENSES		2009	Ten Month Period Ended June 30, 2008
6100 Payroll	$	893,863	$ 771,483
6200 Professional and Contracted Services		250,501	365,748
6300 Supplies and Materials		60,937	76,496
6400 Other Operating Costs		227,315	41,863
6500 Debt		49,482	-
Total Expenses	$	1,482,098	$ 1,255,590

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
SCHEDULE OF CAPITAL ASSETS
Fiscal Year Ended June 30, 2009

	OWNERSHIP INTEREST		
	LOCAL	STATE	FEDERAL
1510 Land and Improvements	$ -	$ 3,250,000	$ -
1520 Building Improvements	-	130,457	96,664
1531 Vehicles	-	-	-
1539 Furniture and Equipment	-	187,312	-
Total Property and Equipment	$ -	$ 3,567,769	$ 96,664

EDEN PARK ACADEMY DBA EDEN PARK ACADEMY
BUDGETARY COMPARISON SCHEDULE
GENERAL FUND ONLY
Fiscal Year Ended June 30, 2009

	Budgeted Amounts		Actual	Variance
	Original	Final	Amounts	from Final Budget
REVENUE AND OTHER SUPPORT				
Local Support				
5740 Other Revenue from Local Sources	$ -	$ -	$ 73,317	$ 73,317
5750 Revenue from Cocurr or Enterpr	-	-	1,345,110	1,345,110
Total Local Support	-	-	1,418,427	1,418,427
State Program Revenues				
5810 Foundation School Prog Act Rev	1,195,759	1,202,759	-	(1,202,759)
5820 State Revenue Dist by TEA	-	-	-	-
Total State Program Revenues	1,195,759	1,202,759	-	(1,202,759)
Federal Program Revenues				
5920 Federal Revenue Dist by TEA	-	-	-	-
Total Federal Program Revenues	-	-	-	-
Interest and Other Income	-	-	-	-
Total Revenue and Other Support	1,195,759	1,202,759	1,418,427	215,668
EXPENSES AND OTHER LOSSES				
11 Instruction	689,742	699,512	699,860	(348)
12 Library Services	5,090	890	887	3
13 Curr Development and Instr St Devel	4,680	980	878	102
23 School Leadership	39,785	37,885	37,771	114
31 Guidance, Counseling, Eval Services	-	-	-	-
34 Student Transportation	-	-	-	-
36 Extracurricular/Cocurricular Act	-	-	-	-
41 Administration	136,708	152,673	152,296	377
51 Plant Maintenance	194,108	172,523	165,832	6,691
52 Security	4,120	5,120	4,905	215
53 Data Processing	9,440	21,200	18,460	2,740
61 Community Services	-	-	-	-
71 Debt Services	-	49,490	49,482	8
81 Fund Raising	-	-	-	-
Total Expenses	1,083,673	1,140,273	1,130,372	9,901
Change in Net Assets	112,086	62,486	288,055	225,569
Net Assets (Deficiency), Beginning of Year	503,675	503,675	503,675	-
Net Assets (Deficiency), End of Year	$ 615,761	$ 566,161	$ 791,730	$ 225,569

(The accompanying notes are an integral part of this financial statement.)

Item 1

Travis County Commissioners Court Agenda Request
Travis County Health Facilities Development Corporation

Meeting Date: September 25, 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:

Consider and take appropriate action to approve the Travis County Health Facilities Development Corporation's budget for Fiscal Year 2013.

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

Travis County Corporations
700 Lavaca, Suite 1560
Austin, Texas 78701
Telephone: (512) 854-9116
Fax: (512) 854-4210

Memo

September 25, 2012

To: Board of Directors

From: Andrea Shields, Manager

Subject: FY-2013 Budgets

Attached are the proposed budgets for the four County Corporations. Below are some key points regarding the proposed budgets.

Travis County Housing Finance Corporation

- As of August 31, 2012, the Corporation has received $364,803.27 in reimbursements from the Texas Department of Housing and Community Affairs for the Corporation's investments in the Neighborhood Stabilization Program. We anticipate receiving another $14,481.89 in reimbursements for this program within the next month.
- College Houses and Travis-Oxford have paid off their bonds and will not be paying issuer fees going forward in FY-13. However, due to the Board's approval of the Argosy bond issue in March 2012, the HFC will receive an annual fee of $87,500 in FY-13. Further, the HFC received $104,700 in application and closing fees from the bondholder in FY-12.
- Currently, the HFC is in the process of a potential bond issue for Riverside Gardens Apartments, which the board approved the initial inducement resolution for in FY-12. If this deal closes, the HFC will net an additional $100,000 in closing fees in FY-13, as well as an issuer fee of $107,500 beginning in FY-13. However, we have not included these amounts in the budget as this deal has not been approved and closed.
- The HFC intends to apply to TDHCA in FY-13 for a TBRA contract expansion to include disabled households in accordance with the Travis County Analysis of Impediments to Fair Housing Choice report.
- The HFC intends to seek board approval in early FY-13 to enter into an MOU with Travis County HHS&VS to administer the Amy Young Barrier Removal Program grant. The Amy Young Program provides one-time grants of up to

$20,000 to Persons with Disabilities, whose household income does not exceed 80% of the Area Median Family Income, for home modifications necessary for accessibility and the elimination of hazardous conditions. Program beneficiaries may be tenants or homeowners and their household members with disabilities. The MOU will be structured similarly to the current MOU between the HFC and Travis County HHS&VS for the TBRA program.

Travis County Cultural and Education Facilities Finance Corporation

- On September 25, 2012 the TCCEFFC will request the Board's approval on a resolution to issue bonds for Wayside Schools, a Travis County-based charter school looking to finance or refinance the Eden Park Academy and Real Learning campuses of the school. If the full $21,500,000 in bonds requested is approved, the TCCEFFC will net an additional $21,500 in issuer fees. However, we have not included this amount in the budget as this deal has not been approved and closed.

All excess funds are placed in allocated reserves to give the Board the ability to approve additional expenditures.

cc: Leslie Browder, County Executive, Planning and Budget
Leroy Nellis, Manager, Planning and Budget

Updated 9/20/12, 4:00 p.m.

Combined Travis County Corporations
FY-2013 Adopted Budget

	Travis County Health Facilities Dev. Corp.	Capital Industrial Development Corporation	TC Cultural Ed. Fac Finance Corp.	Combined TOTALS
General Fund Revenue				
Beginning Fund Balance	$ 656,410.68	$ 5,403.40	$ 13,953.86	**675,767.94**
Interest Income	656.41	4.32	11.16	**671.89**
Total Revenues	**657,067.09**	**5,407.72**	**13,965.02**	**$ 676,439.83**
General Fund Expenditures				
Professional Fees: Legal	$ 4,500.00	$ 300.00	$ 300.00	**5,100.00**
Professional Fees: Audit	3,362.41	31.02	78.40	**3,471.83**
Contract: Travis County	40,000.00	500.00	1,000.00	**41,500.00**
Wellness Program	30,450.00			**30,450.00**
Bank Charges	100.00			**100.00**
Administrative	250.00			**250.00**
Total Expenditure Budgets	78,662.41	831.02	1,378.40	**80,871.83**
				-
Transfers to Allocated Reserves	578,404.68	4,576.70	12,586.62	**595,568.00**
Total Budgeted Ending Fund Balance	**0.00**	**0.00**	**0.00**	**0.00**
TOTAL	**$ 657,067.09**	**$ 5,407.72**	**$ 13,965.02**	**$ 676,439.83**

ATTACHMENT A

Contract Between Travis County and Travis County Corporations
Calculation of Recommended Payments to Travis County for FY-13

Compensation and benefits for two employees assigned to the Corporations	$	155,713.00	100%
Adjustments - items related to Corporations as part of PBO FY13 Budget Workbook:			
Subscriptions and Publications		540.00	
Professional Membersips		1,052.50	
Travel, Meals, Lodging		4,053.00	
Training & Seminars		3,250.00	
	$	8,895.50	
Total recommended transfer	**$**	**164,609.00**	

Recommended allocation for FY-13

TCHFDC	$	40,000.00	activity is expected to pickup after the completion of the NSP homebuyer assistance grant
CIDC	$	500.00	declining fund balance; little prospect for bonds;
TCCEFFC	$	1,000.00	opportunity for processing fees and one possible bond issuance currently underway
TCHFC	$	123,109.00	needs to fund salary and benefits, admin costs, multifamily bond issuance and due diligence, TBRA, TBRA-RSP, Amy Young Barrier Removal and NSP admin, program marketing and development, one possible bond issuance currently underway
	$	164,609.00	

SPECIAL VOTING SESSION, SEPTEMBER 28, 2012

Travis County Commissioners Court Agenda Request

Meeting Date: September 28, 2012
Prepared By/Phone Number: Jose Palacios, 854-9131
Elected/Appointed Official/Dept. Head: Nicki Riley, CPA, County Auditor
Commissioners Court Sponsor:

AGENDA LANGUAGE: **Approve Claims and Budget Transfers for 2012 Fiscal Year End.**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS: N/A

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

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR

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AUSTIN, TX. 78767
(512) 854-9125
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TO: Members of Commissioners' Court

FROM: Jose Palacios, Chief Assistant County Auditor I

DATE: September 12, 2012

RE: Court Session on Friday, September 28, 2012

In fiscal years where September 30th does not fall on the regularly scheduled Tuesday Commissioners' Court voting session, we request that Commissioners' Court convene on that day (usually a maximum 10-minute meeting) to approve claims, automatic budget adjustments, and any budget transfers required as part of the year-end process. Since September 30th falls on a Sunday this year, we respectfully request that the Commissioners' Court meet on Friday, September 28, 2012, to approve claims and budget transfers. By Commissioners' Court convening on September 28th to approve these two items, it helps to shorten the period vendors get paid as the result of closing one fiscal year and having budget available for the next fiscal year. I will provide Judge Biscoe's office an agenda request for this purpose.

If you have any questions, please feel free to contact me at 854-9131.