



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Receive comments regarding a request to authorize the filing of an instrument to vacate all five foot wide public utility easements located along the common lot lines of lots 181 through 187 of Paradise Manor, Section Four in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate all five foot wide public utility easements (PUEs) located along the common lot lines of Lots 181 through 187 of Paradise Manor, Section Four. The easements are dedicated per plat note. The subject lots front on Shaw Drive and Rim Rock Road. Shaw Drive is maintained by Travis County while Rim Rock Road is not.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter and its supporting documents the purpose of this request is so that the property owners may start construction of their homesite over several of the subject lots. Part of this construction will be for the septic system, which can potentially cross over lot lines and the subject easements. Vacating the easements will allow them to move forward with their plans without encroaching on the subject easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Paradise Manor, Section Four



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number: Michelle Brinkman (854-9581)

Elected/Appointed Official/Dept. Head: Amalia Rodriguez-Mendoza

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Public Hearing receiving comments on Fiscal Year 2014 Travis County District Clerk's Records Management Plan.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

None



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number:

Mary Moran, Administrator
Transition from Jail to Community Program
(512)854-5463

Elected/Appointed Official/Dept. Head:

Greg Hamilton, Sheriff

Commissioners Court Sponsor:

County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and approve a proclamation for the inaugural Vision Summit: Looking Toward the Future of Re-entry in Austin, Texas September 10-13, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Vision Summit's mission is to awaken and ignite communities to attain a unified vision and thriving re-entry process that enables the incarcerated to amend their place in the world, by showcasing effective programs, listening to each other and networking to make future possibilities a reality today.

STAFF RECOMMENDATIONS:

Support the mission of the inaugural Vision Summit.

ISSUES AND OPPORTUNITIES:

Encourage participants to recognize the importance of offender re-entry by committing to develop programs that assist offenders successfully transition from incarceration back into their communities.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Greg Hamilton, Sheriff

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

Travis County Commissioners Court

Proclamation

WHEREAS, considerable, positive reform is occurring all around the country and our community is excited to support the efforts of re-entry advocates. We believe through enhanced communication, coordination and collaboration across vested parties that we can make our community safer by reducing recidivism, improving re-entry outcomes and assisting those who return from jail and/or prison.

WHEREAS, the Travis County Sheriff's Office (TCSO) is honored to host the inaugural Vision Summit: Looking Toward the Future of Re-entry in Austin, Texas from September 10th through 13th, 2013.

WHEREAS, the mission of the Vision Summit is to awaken and ignite communities to attain a unified vision and thriving re-entry process that enables the incarcerated to amend their place in the world, by showcasing effective programs, listening to each other and networking to make future possibilities a reality today.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, do hereby support the mission of the 2013 Vision Summit and encourage participants to recognize the importance of offender re-entry by committing to develop programs that assist offenders successfully transition from incarceration back into their communities.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE MEMBERS OF THE TRAVIS COUNTY COMMISSIONERS COURT, ENCOURAGE ALL CITIZENS OF TRAVIS COUNTY TO JOIN THE SHERIFF'S OFFICE AND OTHER LOCAL LAW ENFORCEMENT AGENCIES, LOCAL BUSINESS SPONSORS AND THE NATIONAL ASSOCIATION OF TOWN WATCH IN SUPPORTING THE 30th ANNUAL NATIONAL NIGHT OUT.

Signed and entered this _____th day of September, 2013.

SAMUEL T. BISCOE
County Judge

RON DAVIS
Commissioner, Pct. 1

BRUCE TODD
Commissioner, Pct. 2

GERALD DAUGHERTY
Commissioner, Pct. 3

MARGARET GOMEZ
Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Joe Arriaga **Phone #:** (512) 854-7562

Division Director/Manager: Anna Bowlin, Division Director Development Services and Long Range Planning

AB

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: Mondragon & Roman Subdivision-Short Form Plat - Two Single Family Lots 2.58 acres - Johnson Trail - City of Manor ETJ in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The proposed subdivision will consist of two single-family lots on 2.58 acres. There are no public streets being proposed and this plat is not subject to parkland requirements. Fiscal requirements are not applicable to this short form plat. Water will be provided by Manville Water Supply Corporation. Wastewater will be provided by a private on-site septic system.

STAFF RECOMMENDATIONS:

As this subdivision has been approved by the City of Manor and it complies with all Travis County subdivision regulations, TNR Staff recommends approval.

ISSUES AND OPPORTUNITIES:

Staff has not received any inquiries from anyone regarding this proposed subdivision.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Location Map
- Proposed Subdivision
- Precint Map

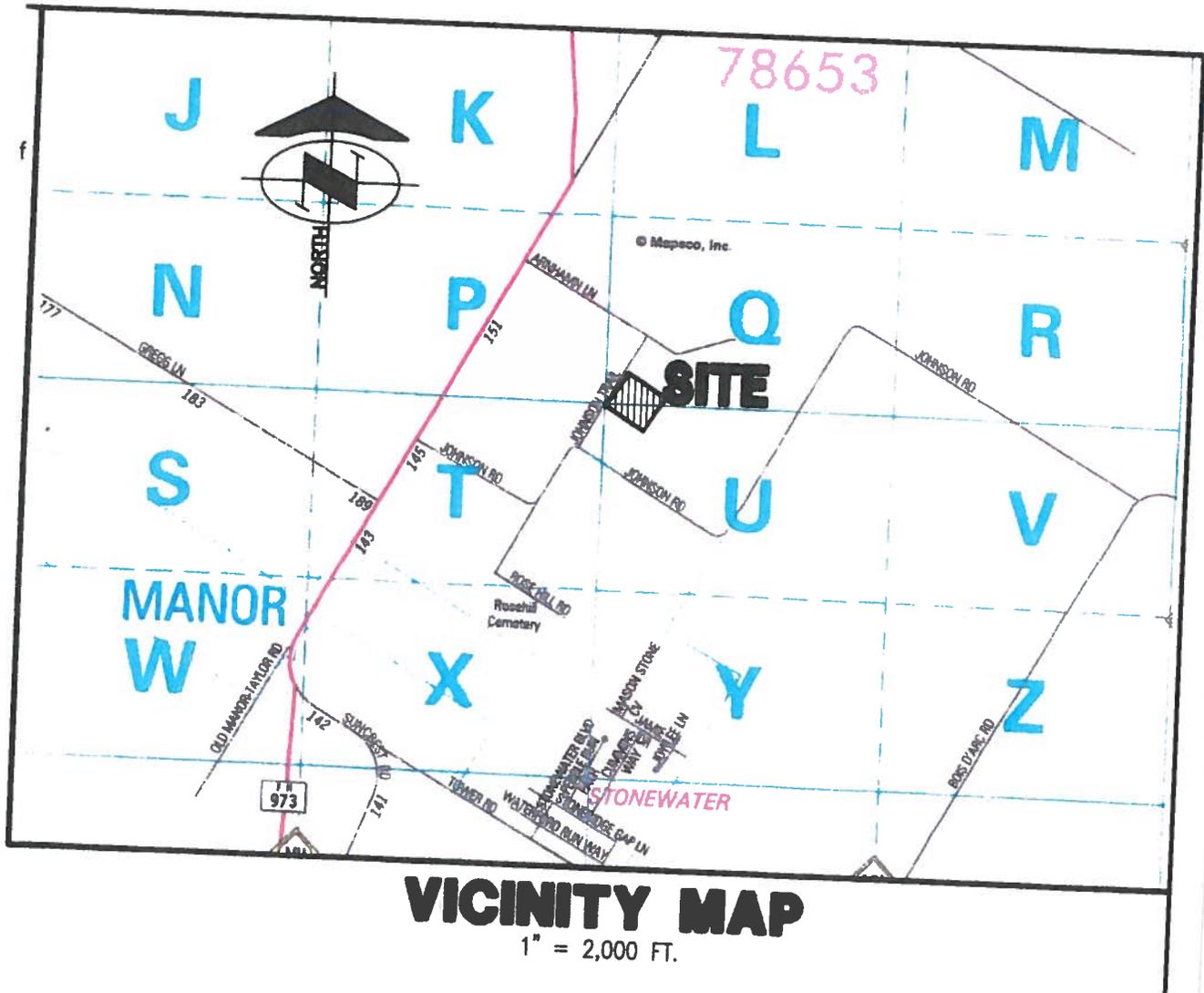
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AM:ja

1101 - Development Services Long Range Planning - Mondragon & Roman Subdivision



COVER PAGE MONDRAGON & ROMAN SUBDIVISION



VICINITY MAP
1" = 2000 FT.

CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

IF YOU ARE BUYING A LOT IN THIS SUBDIVISION, YOU SHOULD DETERMINE WHETHER THE SUBDIVISION AND THE LAND AROUND IT ARE INSIDE OR OUTSIDE THE CITY LIMITS.

THIS CAN AFFECT THE ENJOYMENT AND VALUE OF YOUR HOME. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

THE SUBDIVISION'S RESTRICTIVE COVENANTS MAY CREATE PRIVATELY ENFORCEABLE RESTRICTIONS AGAINST INCOMPATIBLE LAND USES WITHIN THE SUBDIVISION, WHETHER IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, HOWEVER, OUTSIDE THE CITY LIMITS NEITHER PRIVATE NOR GOVERNMENTAL RESTRICTIONS MAY BE AVAILABLE TO RESTRICT EITHER THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE SUBDIVISION THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

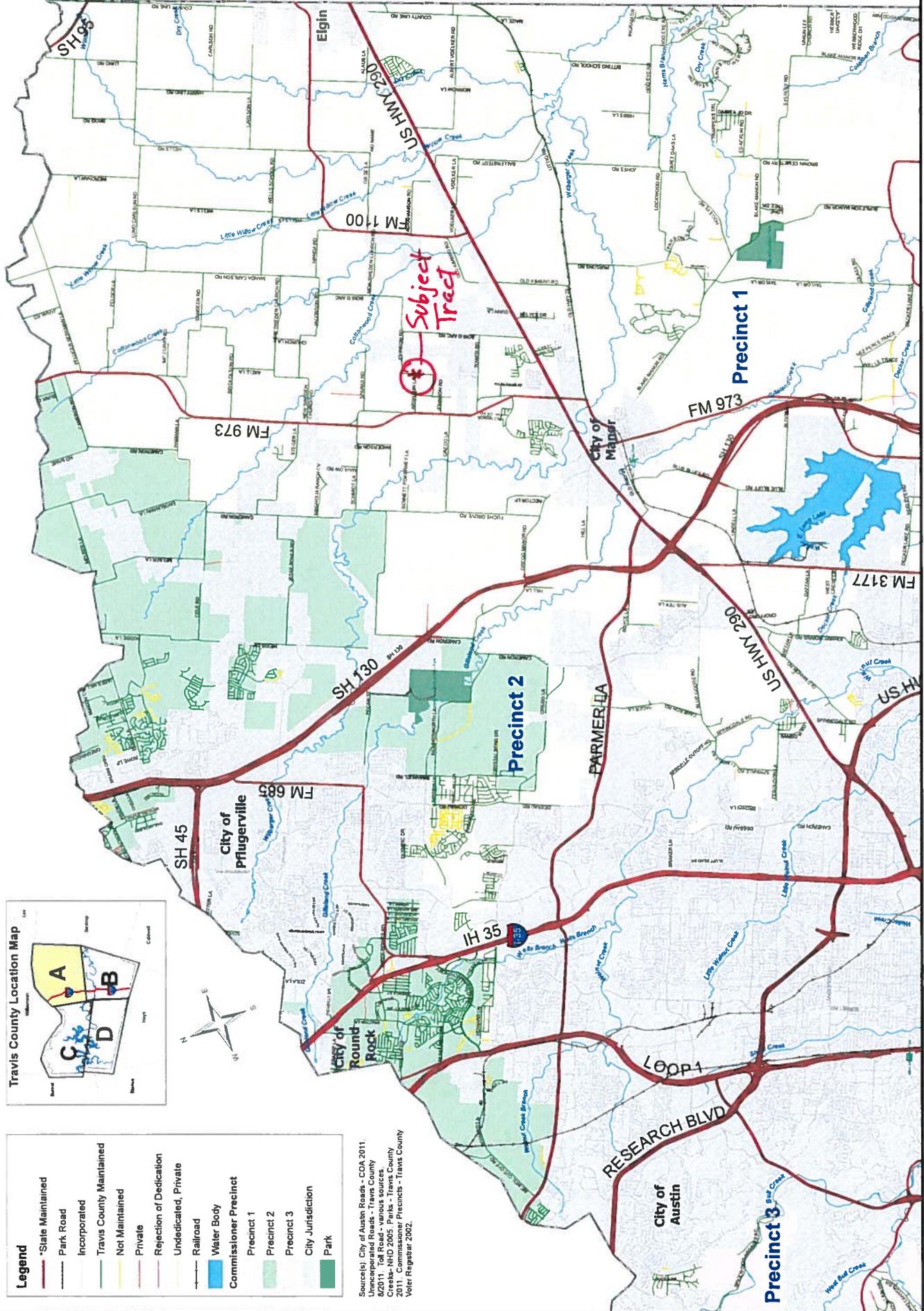
TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.



B & G SURVEYING, INC.
 DORIS H. BURKE & ASSOCIATES, INC.
 Surveyed by: J. L. L. Burke, Inc.
 100 East 12th Street, Suite 202
 Dallas, Texas 75202, Tel: 972-482-8885

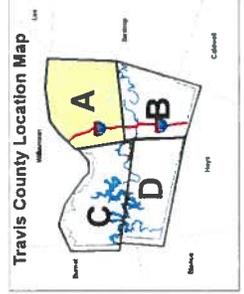
NUMBER: 10/17/12
 REVISION: 09/09/12
 SHEET: 1 OF 12 - PLAT
 DATE: 07/09/12
 SCALE: 1" = 100'

PAGE 1 OF 2



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

Sources: City of Austin Roads - CCA 2011
 Unincorporated Roads - Travis County
 2011, HMD 2005 Precincts - Travis County
 2011, Commissioner Precincts - Travis County
 Voter Registrar 2002.



Map Prepared by: Travis County
 Dept. of Transportation & Internal
 Resources. Date: 09/2011



Travis County Roadways, Map A

Precinct 1

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

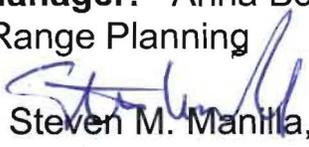


Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to authorize the filing of an instrument to vacate all five foot wide public utility easements located along the common lot lines of lots 181 through 187 of Paradise Manor, Section Four in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate all five foot wide public utility easements (PUEs) located along the common lot lines of Lots 181 through 187 of Paradise Manor, Section Four. The easements are dedicated per plat note. The subject lots front on Shaw Drive and Rim Rock Road. Shaw Drive is maintained by Travis County while Rim Rock Road is not.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

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

ISSUES AND OPPORTUNITIES:

According to the request letter and its supporting documents the purpose of this request is so that the property owners may start construction of their homesite over several of the subject lots. Part of this construction will be for the septic system, which can potentially cross over lot lines and the subject easements. Vacating the easements will allow them to move forward with their plans without encroaching on the subject easements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

- Order of Vacation
- Field Notes
- Request Letter
- Utility Statements
- Sign Affidavit and Pictures
- Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR-Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Paradise Manor, Section Four

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owners request the vacation of all five foot wide public utility easements located along the common lot line of Lots 181 through 187 of Paradise Manor, Section Four as recorded at Volume 88, Page 44 of the Real Property Records of Travis County, Texas;

WHEREAS, the utility companies known to be operating in the area have indicated they have no need for the public utility easements as described in the attached field notes and sketch;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on September 10, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that all five foot wide public utility easements located along the common lot lines of Lots 181 through 187 of Paradise Manor, Section Four, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR



www.3DSinc.com

3DS, Inc.
Land Surveyors

G.P.S. Services
Subdivisions • Topographic
Construction • Commercial • Boundaries

MAILING ADDRESS:
10703 Sierra Oaks
Austin, Texas 78759
(512) 919-4140
Fax (512) 919-4142

METES AND BOUNDS DESCRIPTION

OF 5 FOOT WIDE UTILITY EASEMENTS BETWEEN LOTS 181, 182, 183, 184, 185, 186 AND 187, PARADISE MANOR SECTION 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 44 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, THE CENTERLINE OF SAID TRACTS BEING MORE PARTICULARLY DESCRIBED AS METES AND BOUNDS AS FOLLOWS AND AS SHOWN ON THE ATTACHED SKETCH;

Tract 1:

Beginning at the northeast corner of Lot 184 and the southeast corner of lot 185, being also on the westerly right-of-way of Rim Rock Road, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

Thence with the common line between Lots 184 and 185, S 72 deg 48 min 00 sec W 152.60 feet to a point on the easterly right-of-way of Shaw Drive, being also the southwest corner of lot 185 and the northwest corner of Lot 184, for the terminus of this tract;

Tract 2:

Beginning at the northeast corner of Lot 183 and the southeast corner of lot 184, being also on the westerly right-of-way of Rim Rock Road, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

Thence with the common line between Lots 183 and 184, S 67 deg 48 min 00 sec W 190.39 feet to a point on the easterly right-of-way of Shaw Drive, being also the southwest corner of lot 184 and the northwest corner of Lot 183, for the terminus of this tract;

Tract 3:

Beginning at the eastmost corner of Lot 183 and the northmost corner of lot 186, being also on the westerly right-of-way of Rim Rock Road, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

Thence with the common line between Lots 181, 182, 183, 186 and 187, S 10 deg 44 min 00 sec W 221.90 feet to a point at the southeast corner of lot 181 and the northeast corner of Lot 180, being also on the west line of Lot 187, for the terminus of this tract;

Tract 4:

Beginning at the northeast corner of Lot 187 and the southeast corner of lot 186, being also on the westerly right-of-way of Rim Rock Road, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

Thence with the common line between Lots 186 and 187, S 87 deg 31 min 00 sec W 104.40 feet to a point at the southwest corner of lot 186 and the northwest corner of Lot 187, being also on the east line of Lot 181, for the terminus of this tract;

Tract 5:

Beginning at the northwest corner of Lot 181 and the southwest corner of lot 182, being also on the easterly right-of-way of Shaw Drive, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

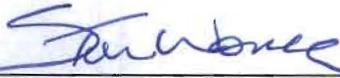
Thence with the common line between Lots 181 and 182, S 79 deg 13 min 00 sec E 141.68 feet to a point at the southeast corner of lot 182 and the northeast corner of Lot 181, being also on the west line of Lot 186, for the terminus of this tract;

Tract 6:

Created on 09-05-13 at 4 pm

Beginning at the northwest corner of Lot 182 and the southwest corner of lot 183, being also on the easterly right-of-way of Shaw Drive, for the centerline of a 10 foot wide (5 feet on each lot) utility easement;

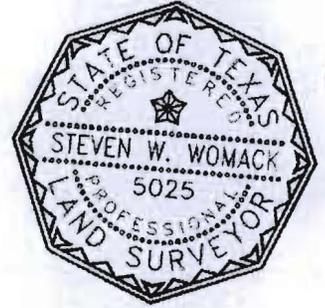
Thence with the common line between Lots 182 and 183, N 86 deg 54 min 00 sec E 175.10 feet to a point at the southeast corner of lot 183 and the northeast corner of Lot 182, being also on the west line of Lot 186, for the terminus of this tract;



Steven W. Womack
Registered Professional Surveyor
No. 5025, State of Texas

23 July 2013

Date



SURVEY SKETCH

OF THE 5 FOOT UTILITY EASEMENTS BETWEEN LOTS 181, 182, 183, 184, 185, 186 AND 187, PARADISE MANOR SECTION 4, A SUBDIVISION IN TRAVIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 48, PAGE 44 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS.

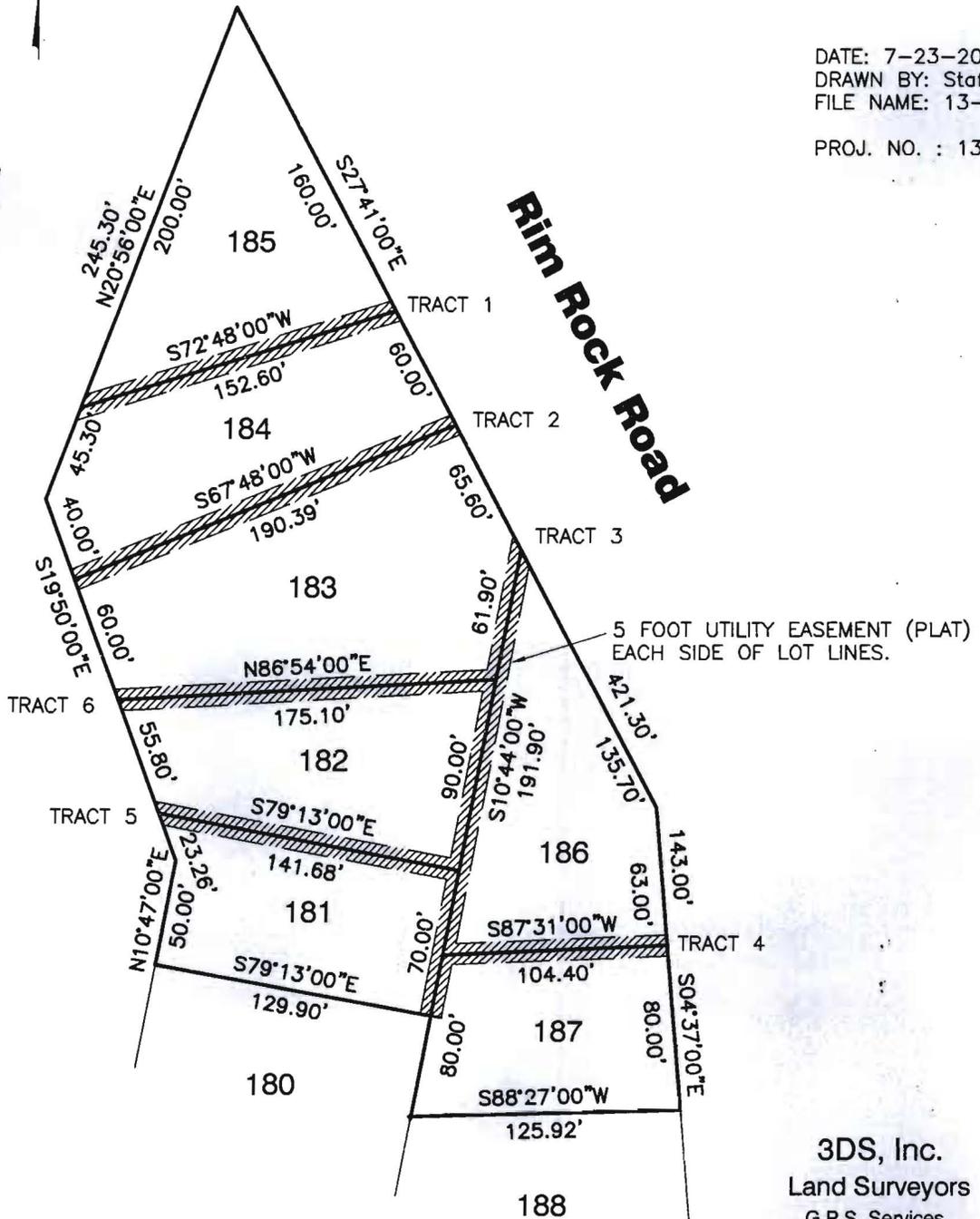


DATE: 7-23-2013
DRAWN BY: Staff
FILE NAME: 13-008.dwg

PROJ. NO. : 13-008

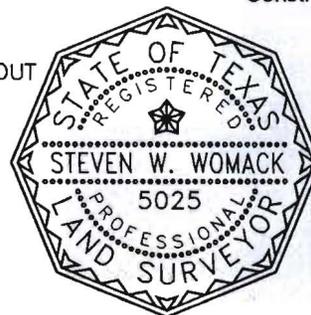
Shaw Drive

Rim Rock Road



3DS, Inc.
Land Surveyors
G.P.S. Services
Subdivisions • Topographic
Construction • Commercial • Boundaries

THIS SURVEY WAS COMPLETED IN THE OFFICE (NO FIELDWORK) WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THERE MAY BE ADDITIONAL EASEMENTS, SETBACKS, ETC. THAT AFFECT THIS TRACT BUT ARE NOT SHOWN HEREON.



10703 SIERRA OAKS
AUSTIN, TX 78759
PH: (512) 919-4140

www.3dsinc.com



Steve Womack
STEVE W. WOMACK
REGISTERED PROFESSIONAL SURVEYOR
NO. 5025, STATE OF TEXAS

23 July 2013

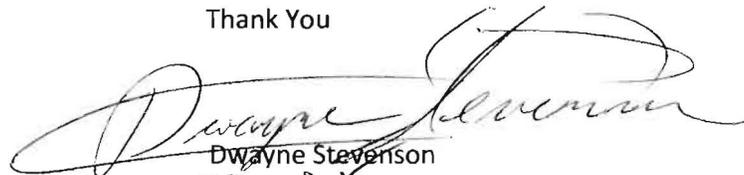
DATE

07 / 26 / 2011

To whom it may concern,

This is a letter of request for easements to be vacated. We, Dwayne and Rita Stevenson have been to PEC Electric Co and Verizon Phone Co, which are the only two companies involved in utility easements. I have notarize letters from both companies vacating land easement on both sides of common lines on lots 181, 182 , 183 , 184 , 185 and 186 at Paradise Manor, Sect 4, Plat Map volume 48, page 44. These notarized letters have been filed and recorded with Travis Co. We now request approval to proceed with development permit and septic permit across lots 181, 182 and 183.

Thank You



Dwayne Stevenson
Rita Stevenson
Rita Stevenson



RELEASE OF EASEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS

ORIGINAL FILED FOR RECORD

WHEREAS, Robert E. Byron, as previous owner of all lots in Paradise Manor Subdivision, Section IV, a subdivision in Travis County, Texas according to the map or plat thereof, heretofore granted certain easements to Pedernales Electric Cooperative, Inc., a corporation for public utility purposes covering property situated within Paradise Manor Subdivision, Section IV, said public utility easements being recorded in Volume 48, Page 44 of the Plat Records of Travis County, Texas, and;

WHEREAS, said dedicated public utility easements referred to hereinabove include and are comprised in part by a strip of land five (5) feet in width along the lot line of all lots within Paradise Manor Subdivision, Section IV, in Travis County, Texas; and,

WHEREAS, Dwayne and Rita Stevenson, as owners of Lots 181, 182, 183, 184, 185, 186, 187 in Paradise Manor Subdivision, Section IV, as recorded in Document No. 2012142579, desires that the said five (5) foot public utility easement along the common boundary line of Lots 181 and 182, Lots 182 and 183, Lots 183 and 184, Lots 184 and 185, 186 and 187 and the rear lot line of 186 and 187 where it adjoins the rear lot lines of Lots 181, 182 and 183, in Paradise Manor Subdivision, Section IV, be abandoned and released in full; and

WHEREAS, Pedernales Electric Cooperative, Inc. provides electric service to the aforementioned area and will continue to have an adequate easement to said property;

NOW, THEREFORE, be it known that Pedernales Electric Cooperative, Inc., a corporation whose post office address is Johnson City, Texas, for and in consideration of Three Hundred Dollars (\$300.00), does hereby release it's interest in the said five (5) foot public utility easement along the common boundary line of Lots 181 and 182, Lots 182 and 183, Lots 183 and 184, Lots 184 and 185, 186 and 187 and the rear lot line of 186 and 187 where it adjoins the rear lot lines of Lots 181, 182 and 183, in Paradise Manor Subdivision, Section IV, a Subdivision, in Travis County, Texas, and referred to herein above.

EXECUTED: July 23, 2013

PEDERNALES ELECTRIC COOPERATIVE, INC.

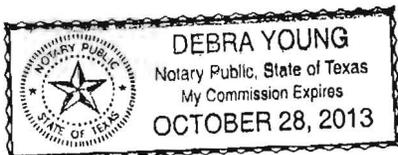
BY: Nathan Burns, Director, Marble Falls District

THE STATE OF TEXAS §
COUNTY OF BURNET §

BEFORE ME, the undersigned authority, on this day personally appeared Nathan Burns, Director, Marble Falls District, Pedernales Electric Cooperative, Inc., a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE July 23, 2013.

Debra Young, Notary Public in and for The State of Texas



ORIGINAL
FILED FOR RECORDS

Dwayne Stevenson
Return:
2409 W Riviera DR
Cedar Park TX 78613

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 26, 2013 01:15 PM

CLINTONB: \$20.00

2013139274

Dana DeBeauvoir, County Clerk
Travis County TEXAS



TRV
2 PGS

2013139273

ORIGINAL
FILED FOR RECORD

RELEASE of EASEMENT



July 18, 2013

GTE Southwest, Incorporated d/b/a/ Verizon Southwest Inc. a Texas Corporation, for the good and valuable consideration, hereby releases and relinquishes all right, title, and interest in that easement granted by Paradise Manor Sec IV, owned by Dwayne and Rita Rita Stevenson of Cedar Park, Texas. On the 17th of January, 2013 and recorded under the Auditor's File No. Volume 48, Page 44 situated in Travis County, State of Texas and described as follows:

THAT TRACT OR PARCEL OF LAND BEING LOT NUMBER 181 thru 187 LOCATED AT 6013 SHAW DR, MARBLE FALLS, TEXAS ON ADJACENT LINES COMMON TO LOT 181,182,183,184,185,186, AND 187 AS SHOWN ON THE PLAT RECORDED IN VOL 48, PAGE 44, TRAVIS COUNTY, TEXAS.

WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper authority on the 18th day of July, 2013.

GTE Southwest Incorporated d/b/a Verizon Southwest, Inc.

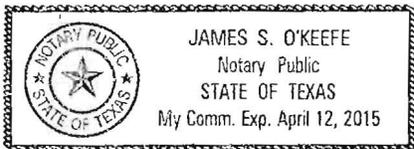
BY 
Kathy Heiner

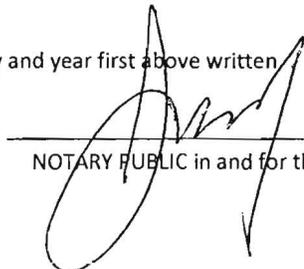
ITS Supv-Ntwk Eng & Ops
Verizon Southwest, Inc.

STATE OF TEXAS
COUNTY OF Williamson

On this 18th day of July, 2013 before me, the undersigned, a Notary Public in and for the State of Texas, duly commissioned and sworn, personally appeared Kathy Heiner of Verizon Southwest, Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said Corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written




NOTARY PUBLIC in and for the State of Texas

ORIGINAL
INDEXED FOR RECORDS

Dwayne Stevenson

Return:

2409 W Riviera Dr
Cedar Park Texas
78613

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

Jul 26, 2013 01:15 PM 2013139273

CLINTONB: \$20.00

Dana DeBeauvoir, County Clerk

Travis County TEXAS



TRANSPORTATION AND NATURAL RESOURCES

Steven M. Manilla, P.E., County Executive
700 Lavaca Street - 5th Floor
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

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

A Public Notice of Vacation sign for all five foot wide public utility easements located along the common lot lines of Lots 181 through 187 was posted on August 20, 2013, along the easterly ROW line of Shaw Drive at the common lot line of Lots 184 and 185 of Paradise Cove, Section Four at a point as near as practical to the area being vacated, and was also posted at the Travis County Courthouse.

CERTIFIED THIS THE 20 DAY OF August, 2013.

SIGNATURE: Jaime Garcia
NAME (PRINT): Jaime Garcia
TITLE: Trvr Road & Bridge Supervisor

cc: Garcia (sign shop)

M:\PERMITS\Vacate\13PUE\11-ShawDrive\SignRequest-ShawDr.doc



NOTICE OF PUBLIC HEARING

SEPTEMBER 10, 2013 AT 9:00 AM

PUBLIC UTILITY EASEMENT VACATION
TO APPROVE THE VACATION OF ALL FIVE FOOT
WIDE PUBLIC UTILITY EASEMENTS LOCATED
ALONG THE COMMON LOT LINES OF LOTS 181
THROUGH 187 OF PARADISE COVE, SECTION
FOUR - A SUBDIVISION IN PRECINCT THREE

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN**

FOR MORE INFORMATION CALL 854-9383



NOTICE OF PUBLIC HEARING

SEPTEMBER 10, 2013 AT 9 00 AM

PUBLIC UTILITY EASEMENT VACATION

**TO APPROVE THE VACATION OF ALL FIVE FOOT
WIDE PUBLIC UTILITY EASEMENTS LOCATED
ALONG THE COMMON LOT LINES OF LOTS 181
THROUGH 187 OF PARADISE COVE, SECTION
FOUR – A SUBDIVISION IN PRECINCT THREE**

**AT THE TRAVIS COUNTY
COMMISSIONERS COURTROOM
700 LAVACA STREET
(FIRST FLOOR), AUSTIN**

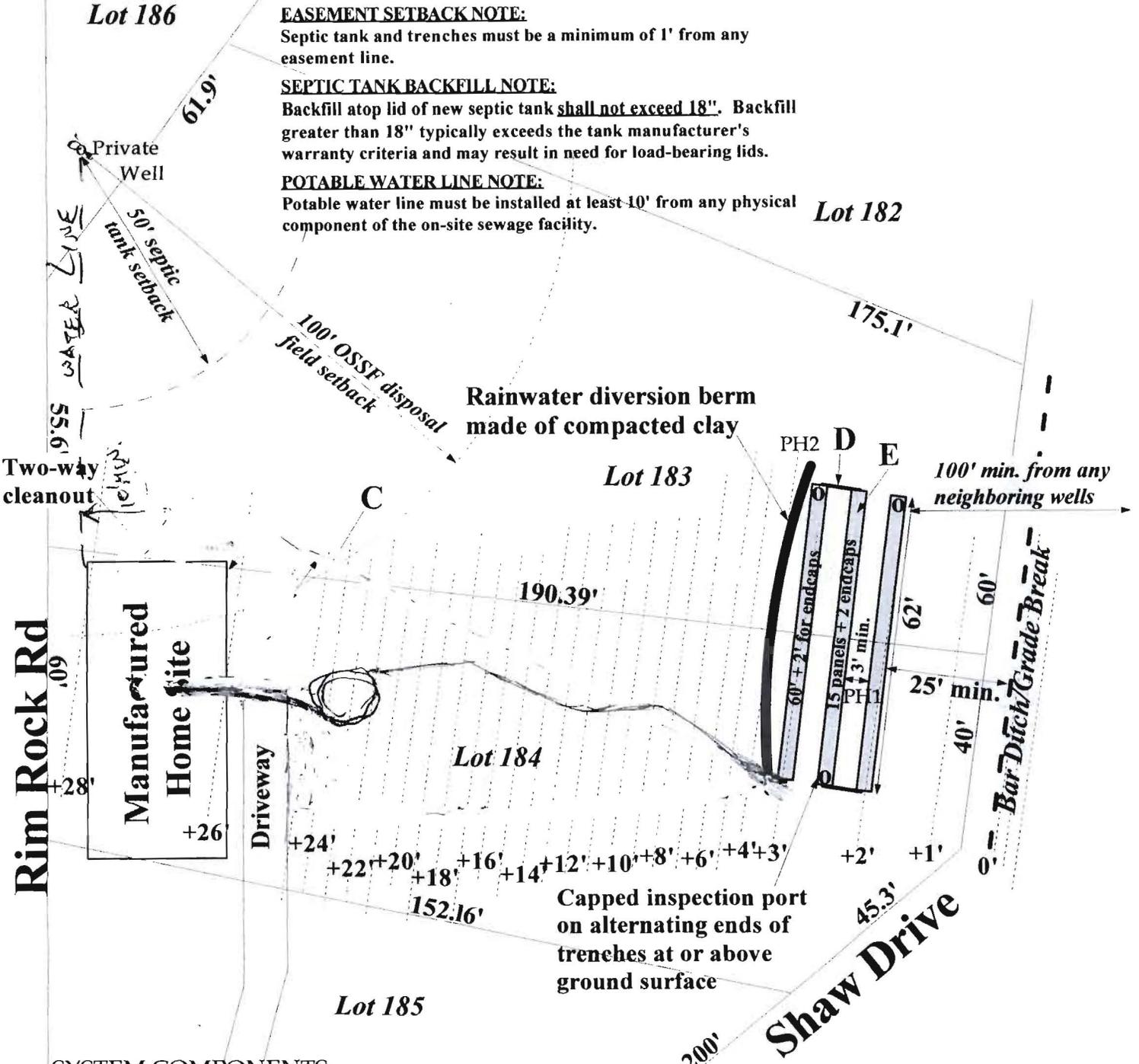
FOR MORE INFORMATION CALL 854-9383

Site Plan for a Standard Absorption Trench OSSF Utilizing Leaching Chambers

for
Dwayne Stevenson
 6013 Shaw Drive

Lots 181 - 187, Paradise Manor Subdivision, Sec. 4
 Marble Falls, TX 78654 in Travis County

Scale 1" = 30'



EASEMENT SETBACK NOTE:

Septic tank and trenches must be a minimum of 1' from any easement line.

SEPTIC TANK BACKFILL NOTE:

Backfill atop lid of new septic tank shall not exceed 18". Backfill greater than 18" typically exceeds the tank manufacturer's warranty criteria and may result in need for load-bearing lids.

POTABLE WATER LINE NOTE:

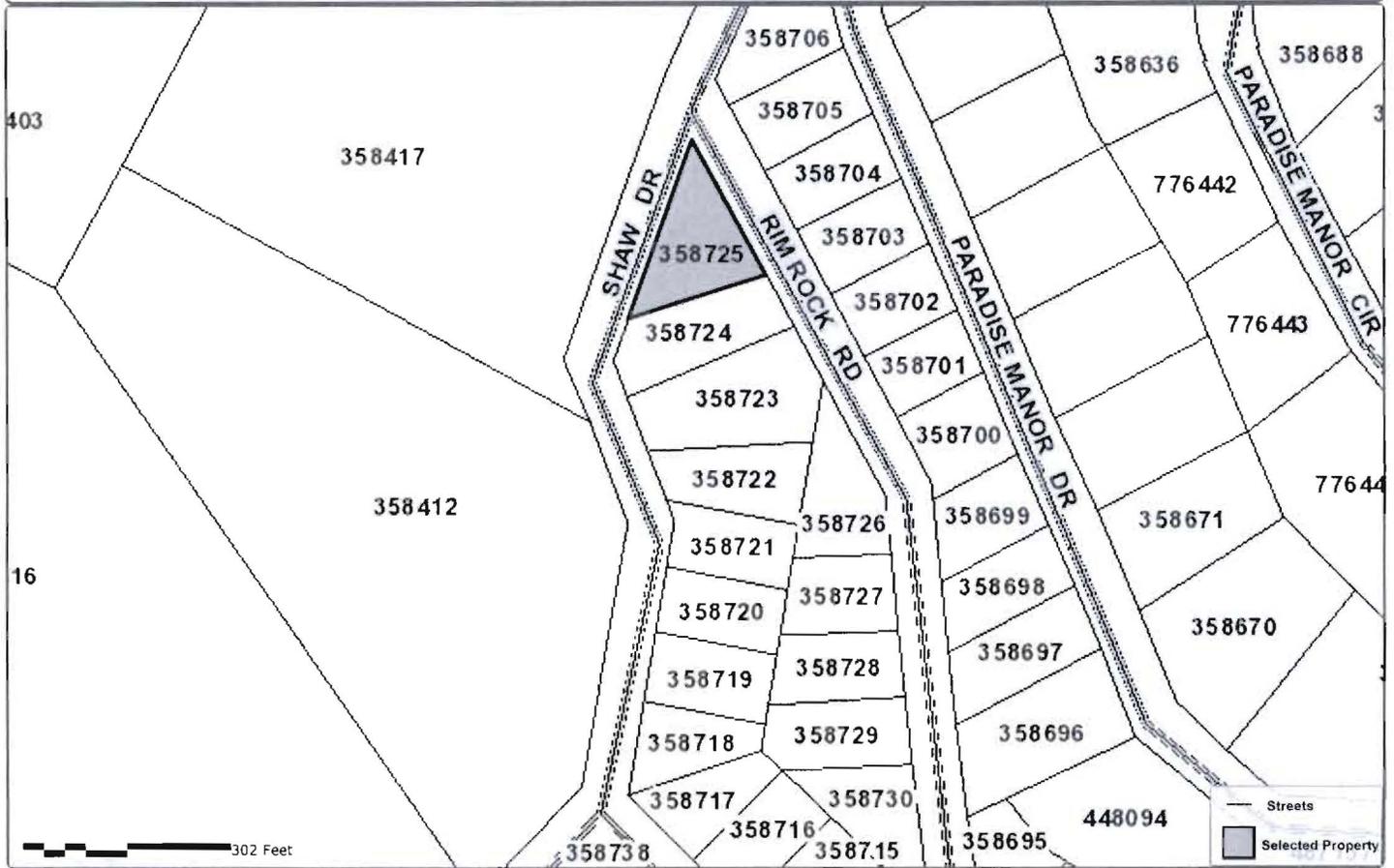
Potable water line must be installed at least 10' from any physical component of the on-site sewage facility.

Rainwater diversion berm
 made of compacted clay

SYSTEM COMPONENTS:

- A - Solid 3" or 4" SCH 40 PVC from house to septic tank with a minimum of 1/8" per foot fall along this sewer pipe. At least 12" fall is required from the bottom of outlet/exit hole of septic tank to bottom/floor of the upper-most trench.
- B - 750 gallon two-compartment pre-cast concrete septic tank level on 4" sand
- C - 3" or 4" SCH 40 PVC pipe from septic tank to drainfield
- D - Crossover/spill-over pipes - SDR 35 or SCH 40 PVC on alternating ends of trenches
- E - Trenches utilizing Infiltrator "Quick4" Standard Leaching Chambers:
 - * 3' wide trenches
 - * MINIMUM depth of 12" and a MAXIMUM depth of 24"
 - * 3' minimum spacing between trenches
 - * floor of each trench must be level within 1" per every 25 linear feet
 - * grass vegetation (perennial or annual grasses) must be established and maintained atop trenches

Travis CAD - Map of Property ID 358725 for Year 2013



Property Details

Account

Property ID: 358725
Geo ID: 0595150419
Type: Real
Legal Description: LOT 185 PARADISE MANOR SEC 4

Location

Situs Address: 6013 SHAW DR TX 78654
Neighborhood: PARADISE MANOR - MFISD
Mapsco: 366Y
Jurisdictions: 0A, 03, 2J, 3A, 41

Owner

Owner Name: STEVENSON DWAYNE & RITA
Mailing Address: , 2409 W RIVIERA DR, , CEDAR PARK, TX 78613-4603

Property

Appraised Value: \$3,000.00

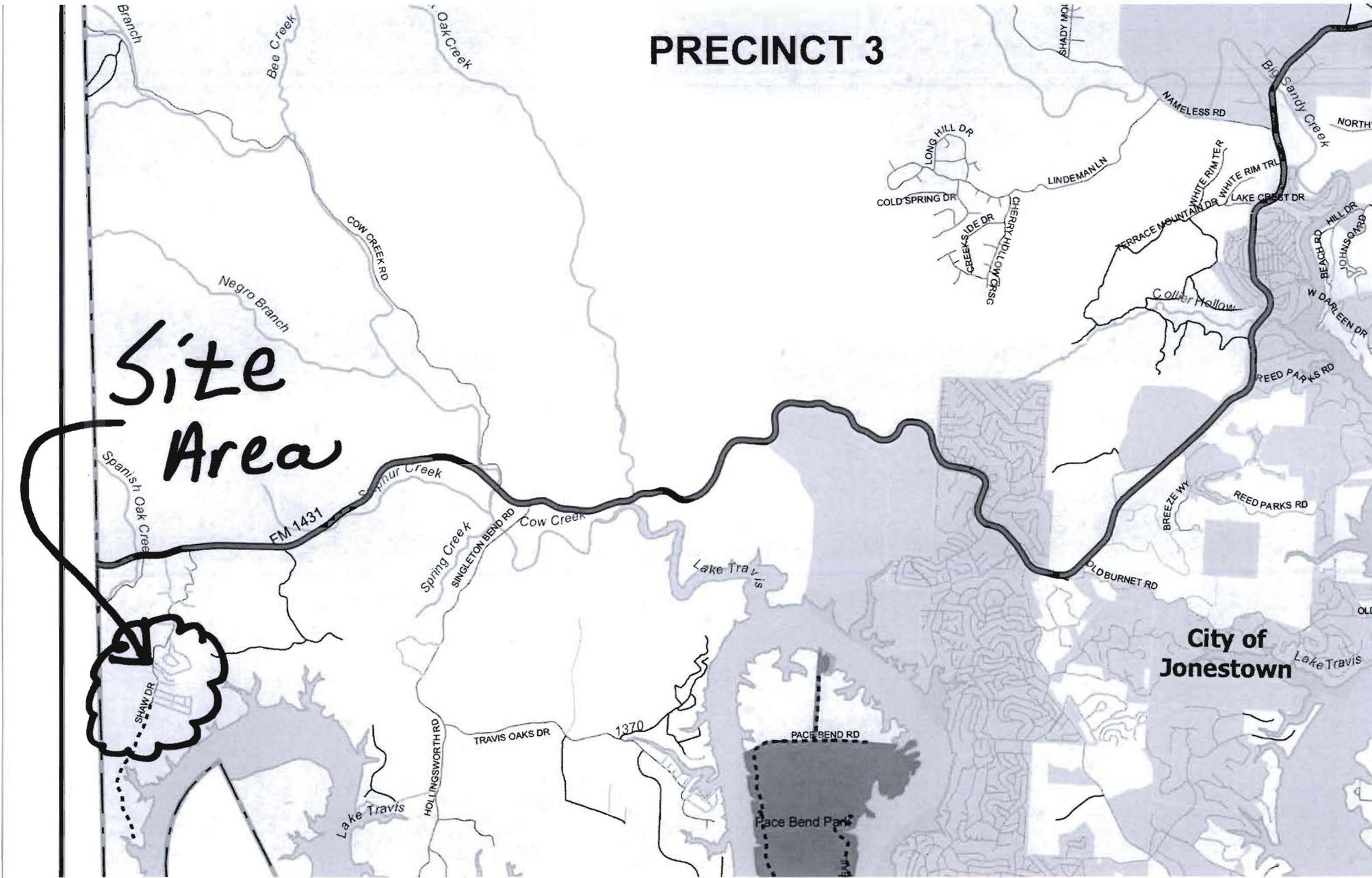
<http://propaccess.traviscad.org/Map/View/Map/1/358725/2013>



Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

PRECINCT 3

Site Area



City of Jonestown

Face Bend Park



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Stacey Scheffel, Permit Program Manager

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action the satisfactory completion of construction of the private streets within the Sweetwater Section One, Village G-1 subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This subdivision was recorded on January 17, 2012 at Document #201200007. All items required for approval of construction have been received, including the documents showing that this subdivision is added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs), as recorded at Document 2012012939 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the private streets.

STAFF RECOMMENDATIONS:

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioners Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:

After this is approved, the developer can request the release of the balance of the fiscal which they posted. LCRA is requiring that \$15,895.00 of the posted fiscal remain.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Construction Acceptance Letter
Requirements List
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	(512) 854-7561

CC:

Johnny Anglin	Inspector	TNR	(512) 854-9114

SM:SS:ps

1101 - Development Services Long Range Planning - Sweetwater Section One, Village G-1



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE
- PRIVATE STREET SUBDIVISION

DATE: August, 28, 2013

TO:	<u>Developer</u>	<u>Engineer</u>
	WS-COS Development, LLC	Malone/Wheeler Inc.
	c/o Wheelock Street Capitol	7500 Riato Blvd.
	52 Mason St.	Bldg. 1, Suite 240
	Greenwich, CT 06830	Austin, TX 78735

SUBJECT: Sweetwater Section One, Village G-1

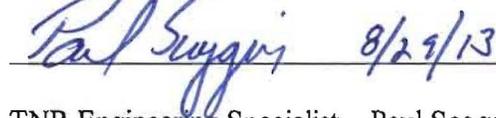
Effective this date, the drainage construction within this project appear to be in conformance with the permitted construction documents. All performance period maintenance punch list items have been completed and/or corrected. Fiscal held by Travis County will be released, unless otherwise noted.

OTHER REMARKS:

See attached "Requirements for Approval of Construction" - Received

BY:  8-29-13

TNR Construction Inspector – Johnny Anglin

 8/29/13

TNR Engineering Specialist – Paul Scoggins

1102 Fiscal File

1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

SWEETWATER SECTION ONE, VILLAGE G1
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

10/29/12 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)

N/A 2. Construction Summary Report § 82.604(c)(1)

10/29/12 3. Contractor's invoice or receipt of payment for work completed §82.401(c)(1)(B)

10/29/12 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)

N/A 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)

8/28/13 6. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and sidewalks). § 82.401(c)(1)(C)

8/8/13 7. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts. ***LCRA requires fiscal to remain***

8/16/13 *8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State

8/16/13 *9. A recorded copy of the Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Official Public Records of Travis County

* These two items are in lieu of warranty bond , sidewalk fiscal posting and ADA statement



TRV 201200007
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: SWEETWATER SECTION ONE VILLAGE G-1

OWNERS NAME: WS-COS DEVELOPMENT LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE -- 2012006445

RETURN:

J ARRIAGA, TNR
411 W 13TH ST
AUSTIN TX 78701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jan 17, 2012 11:15 AM 201200007

VANHOOSERJ: \$119.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

PHOTOGRAPHIC MYLAR

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, L.L.C., ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 139.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W.A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 201067827 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL PRIVATE STREETS SHOWN HEREON, CHEROKEE DRAW ROAD, PAINTED HORSE COVE, HIPAN APACHE BEND AND COMBINE DRIVE COVE, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 20.897 ACRES OF LAND OUT OF SAID 139.351 ACRES TRACT, PURSUANT TO CHAPTER 252 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS SWEETWATER SECTION ONE, VILLAGE G-1 SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICE AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELINQUISHING THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS AND THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY DULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER ANY INSTRUMENT OF RECORD AT DOCUMENT NUMBER 200607602, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED TO CROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURVAC FOR ALL GOVERNMENTAL FUNCTIONS, PARTICULAR AND NON-VEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY; AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREAS AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES.

WITNESS MY HAND THIS 15 DAY of December, 2011

BY Michael L. Rafferty
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, L.L.C.
51 MASON ST.
GREENWICH, CT 06830

DATE:

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

D. J. Anderson
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: 7/24, 2015 A.D.



NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 481026085H DATED SEPTEMBER 26, 2006.

I, RICHARD J. WHEELER, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, IN CONNECTION WITH THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Richard J. Wheeler
RICHARD J. WHEELER, P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE/WHEELER, INC.
7500 RIALTO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78745



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN C. NIELSEN, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

12-09-11
DATE



John C. Nielsen
JOHN C. NIELSEN
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5641 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE. 102
AUSTIN, TEXAS 78745

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION

John S. Johnson
DIRECTOR, CITY OF AUSTIN WATERSHED Planning & Development Service Dept.

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

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

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

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 11 DAY OF January, 2012, A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THIS 11 DAY OF January, 2012, A.D.

DANA DEBEAUVOUR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

Shirley M. Bryant
DEPUTY



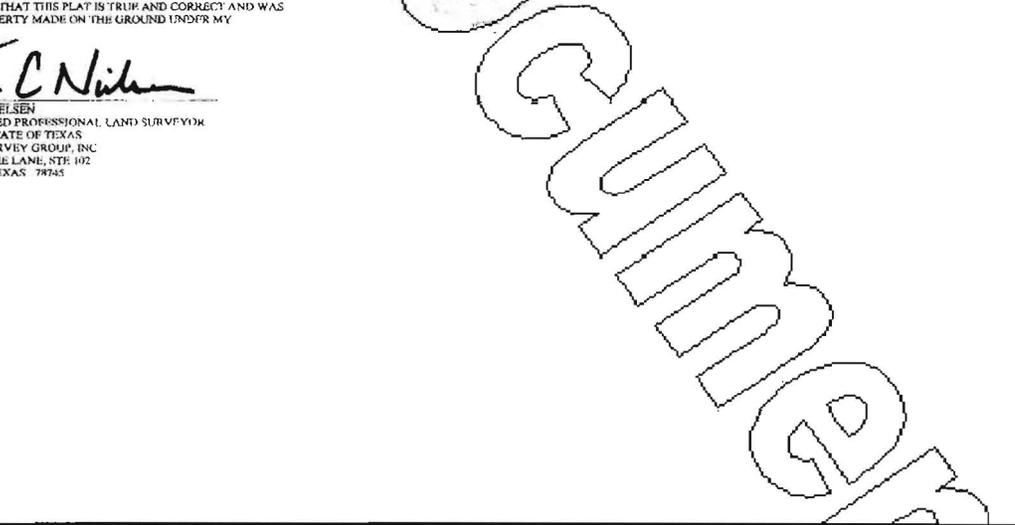
STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY DEPARTMENT ON THE 11 DAY OF January, 2012, A.D., AT 11:05 O'CLOCK A.M., DULY RECORDED ON THE 11 DAY OF January, 2012, A.D., AT 10:00 O'CLOCK A.M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201200007 OF OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 11 DAY OF January, 2012, A.D.

DANA DEBEAUVOUR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS

Shirley M. Bryant
DEPUTY



SWEETWATER SECTION ONE VILLAGE G-1

Delta Survey Group Inc.

8213 Brodie Lane Ste. 102 Austin, TX 78745
office (512) 282-5200 fax (512) 282-5230

SHEET
2
OF
4

201200007

PHOTOGRAPHIC MYLAR

NOTES

- OWNER OF THIS SUBDIVISION AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLACING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
- FOR A MINIMUM GRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
- WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO LCRA AND TDDQ FOR REVIEW.
- NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
- THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
- MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. ETI, BEE CAVE ETI, LAKEWAY ETI AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE.
- THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006076072 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
- DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 40% OF THE LOTS FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTION LOCAL OR COLLECTOR STREET.
- A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- WATER SERVICE AND WASTEWATER SERVICE SHALL AS PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT B.
- DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 25 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
- THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT B. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER. AS AMENDED, ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER, PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
- NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
- NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
- LOT 13, BLOCK C, LOT 10, BLOCK B AND LOT 9 (BLOCK D ARE HEREBY DEDICATED AS FURN F, BARRAGE & LANDSCAPE LOTS. THESE LOTS SHALL BE OWNED AND MAINTAINED BY LAZY NINE AND TH.
- LOT 16 BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUNICIPAL DISTRICT B.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR THE WATER, WASTEWATER, AND STORM WATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AS APPROPRIATE, AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- ALL PRIVATE STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT B.
- MAINTENANCE OF PRIVATE STREETS AND GATE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
- ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT B.
- ALL PROPERTY OF THE HEREIN DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NONPOINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
- NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810260352E DATED SEPTEMBER 26, 2004.
- ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUNICIPAL UTILITY DISTRICT B TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

BOUNDARY LIST:

- TRM-03: COTTON SPINDLE SET IN 21" LIVE OAK TAG NO. 6308 ELV. 918.46'
- TRM-06: COTTON SPINDLE SET IN 7" LIVE OAK TAG NO. 6810 ELV. 894.95'

STREET NAME	STREET WIDTH	DESIGN SPEED	TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
CHEROKEE DRAW RD	36'	35 MPH	C&G	LOCAL	PRIVATE	1620 L.F.
PAINTED HORSE CV	36'	25 MPH	C&G	LOCAL	PRIVATE	619 L.F.
COMANCHE DIVIDE CV	36'	25 MPH	C&G	LOCAL	PRIVATE	357 L.F.
LIPAN APACHE BEND	36'	35 MPH	C&G	LOCAL	PRIVATE	634 L.F.
					TOTAL:	3150 L.F.

SWEETWATER DEVELOPMENT PLAT NOTES:

- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION ADMIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSULT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
- THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORM WATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

PERMANENT WATER QUALITY BMP EASEMENT PLAT NOTE:

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED PROVIDED THAT IT DOES NOT INTERFERE WITH BMP FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED PROVIDED THAT IT DOES NOT INTERFERE WITH BMP FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

East J. H. ...
 LOWER COLORADO RIVER AUTHORITY
 12-9-2011
 DATE

SWEETWATER SECTION ONE
VILLAGE G-1

PHOTOGRAPHIC AYLAR



TRAVIS COUNTY, TEXAS
NOVEMBER 2011

CURVE	ADDRESS	ARC LENG	INT TO ANGLE	PERMITS BEARING	CHORD LENG
C1	125.00	12.50	45.00°	S85°00'00"W	33.28
C2	45.00	4.50	45.00°	S85°00'00"W	12.84
C3	55.00	5.50	105.00°	S85°00'00"E	169.53
C4	55.00	5.50	11.85°	S85°00'00"E	15.31
C5	45.00	4.50	45.00°	S85°00'00"E	12.84
C6	55.00	5.50	14.40°	S71°40'00"E	83.39
C7	57.00	5.70	70.00°	N01°50'00"W	33.85
C8	75.00	7.50	60.00°	N01°50'00"W	29.36
C9	60.00	6.00	60.00°	S85°00'00"E	72.27
C10	75.00	7.50	67.50°	S85°00'00"E	29.00
C11	15.00	1.50	90.00°	S85°00'00"E	21.21
C12	293.00	29.30	171.00°	N81°32'00"E	85.39
C13	15.00	1.50	67.50°	N81°32'00"E	13.11
C14	60.00	6.00	360.00°	S81°00'00"E	64.11
C15	15.00	1.50	144.00°	S80°43'00"W	13.80
C16	75.00	7.50	180.00°	S80°43'00"E	102.11
C17	15.00	1.50	90.00°	S80°43'00"W	21.21
C18	15.00	1.50	90.00°	S45°00'00"E	31.31
C19	15.00	1.50	90.00°	S45°00'00"E	21.21
C20	15.00	1.50	90.00°	S45°00'00"E	18.64
C21	15.00	1.50	90.00°	S45°00'00"E	18.64
C22	15.00	1.50	90.00°	S45°00'00"E	21.21
C23	15.00	1.50	90.00°	S45°00'00"E	2.21
C24	455.00	45.50	90.00°	S45°00'00"E	66.00
C25	125.00	12.50	90.00°	S45°00'00"E	24.24
C26	125.00	12.50	105.00°	S72°32'00"E	66.27
C27	75.00	7.50	115.00°	S68°12'00"E	55.59
C28	75.00	7.50	90.00°	S72°32'00"E	24.24
C29	60.00	6.00	40.00°	N91°24'00"E	41.29
C30	60.00	6.00	37.00°	N78°15'00"E	33.00
C31	60.00	6.00	32.25°	S47°29'00"E	53.00
C32	60.00	6.00	41.00°	S01°10'00"E	45.83
C33	60.00	6.00	43.00°	S01°54'00"E	48.55
C34	60.00	6.00	46.00°	S02°02'00"E	51.50
C35	15.00	1.50	51.00°	N72°32'00"E	12.94
C36	15.00	1.50	52.00°	N72°32'00"E	8.88
C37	125.00	12.50	115.00°	S72°00'00"E	65.99
C38	125.00	12.50	68.18°	S68°00'00"E	33.02
C39	60.00	6.00	28.30°	S64°11'00"E	39.2041
C40	60.00	6.00	41.00°	S63°00'00"E	60.0000
C41	60.00	6.00	44.00°	S62°00'00"E	61.24
C42	60.00	6.00	46.00°	S61°00'00"E	62.52
C43	60.00	6.00	48.00°	S60°00'00"E	63.84
C44	60.00	6.00	50.00°	S59°00'00"E	65.20
C45	60.00	6.00	52.00°	S58°00'00"E	66.60
C46	60.00	6.00	54.00°	S57°00'00"E	68.04
C47	60.00	6.00	56.00°	S56°00'00"E	69.52
C48	60.00	6.00	58.00°	S55°00'00"E	71.04

L=33.96'
R=275.00'
D=07°04'29"
C L EN=33.93'
BRG=N71°34'18"W

1379.31 AC REMAINDER
W/CC DEVELOPMENT
D/C: 201106027
O/P: T/C: TX

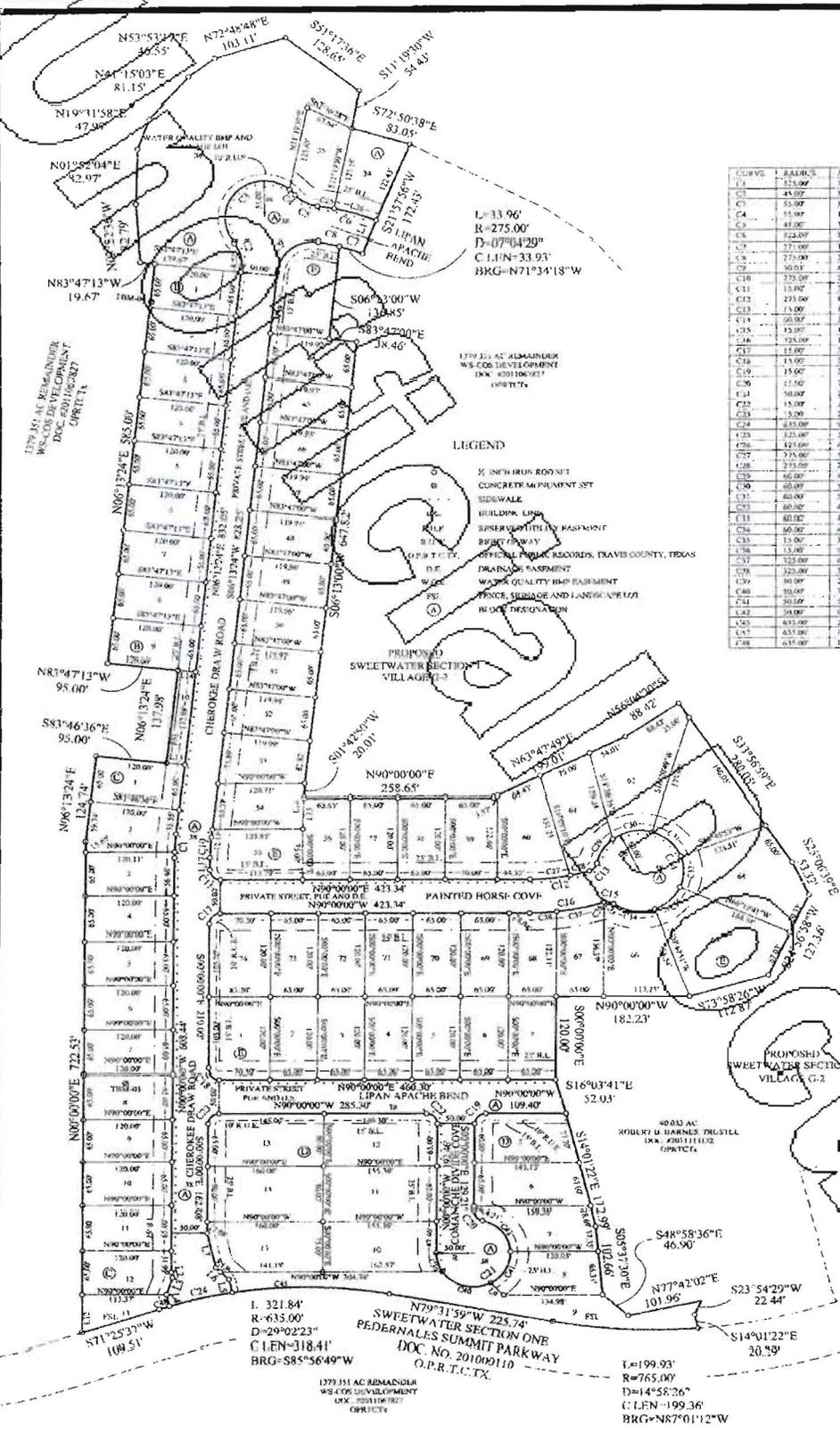
LEGEND

- 1/2 INCH IRON ROD SET
- CONCRETE MOUNTAIN SET
- SIDEWALK
- BUILDING LINE
- REPERMUTED BUSHING
- REPERMUTED
- OFFICE
- D/E
- WATER
- DRAINAGE PAVEMENT
- WALK QUALITY BMP FURNISHMENT
- FENCE, SIGNAGE AND LANDSCAPE LOT
- BLOCK DESIGNATION

PROPOSED SWEETWATER SECTION 1 VILLAGE G-1

PAINTED HORSE COVE

PROPOSED SWEETWATER SECTION 2 VILLAGE G-2



L=321.84'
R=635.00'
D=29°02'23"
C L EN=318.41'
BRG=S85°56'49"W

1379.31 AC REMAINDER
W/CC DEVELOPMENT
D/C: 201106027
O/P: T/C: TX

L=199.93'
R=765.00'
D=14°58'26"
C L EN=199.36'
BRG=N87°01'12"W

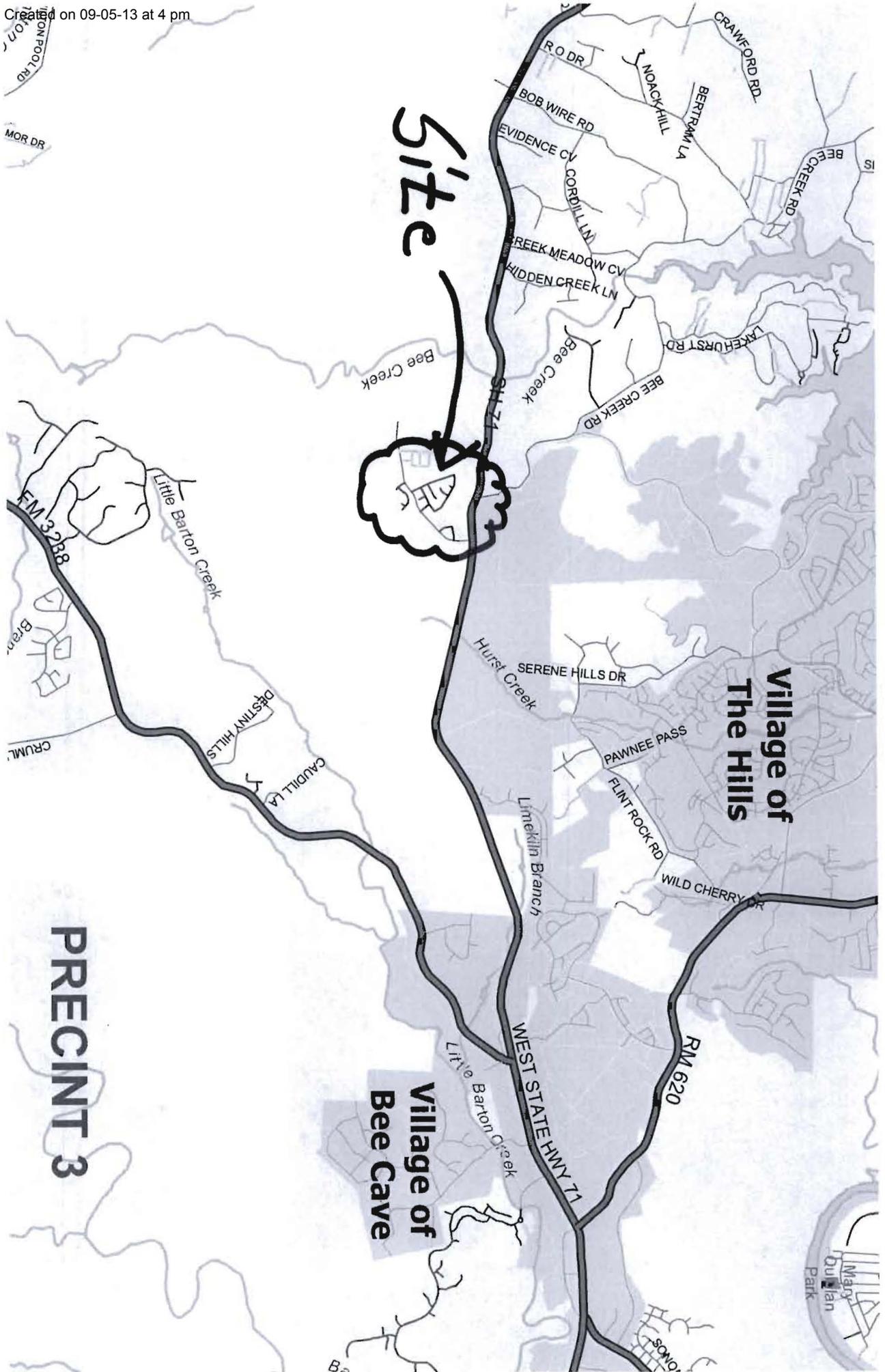
CURVE	BEARING	DISTANCE
C1	S31°57'56"W	20.89
C2	S13°19'01"W	7.79
C3	S18°11'12"E	26.39
C4	S17°24'14"E	18.02
C5	S17°01'41"E	23.07
C6	S17°01'41"E	23.19
C7	S17°01'41"E	63.12
C8	S44°22'27"E	13.72
C9	S71°37'00"E	71.84
C10	S71°37'00"E	33.33
C11	S71°37'00"E	33.99
C12	S83°47'13"E	25.69
C13	S83°47'13"E	45.87
C14	S83°47'13"E	19.97

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
office (512) 282-5200 fax (512) 282-5230

**SWEETWATER SECTION ONE
VILLAGE G-1**

LAND USE TABLE
WATER QUALITY AND
DRAINAGE LOT
COMMON AREA,
FENCE, SIGNAGE
& LANDSCAPE LOTS:
SF LOTS: 72
BLOCKS: 3
TOTAL ACRAGE: 20.87 AC.

SHEET 4
OF 4

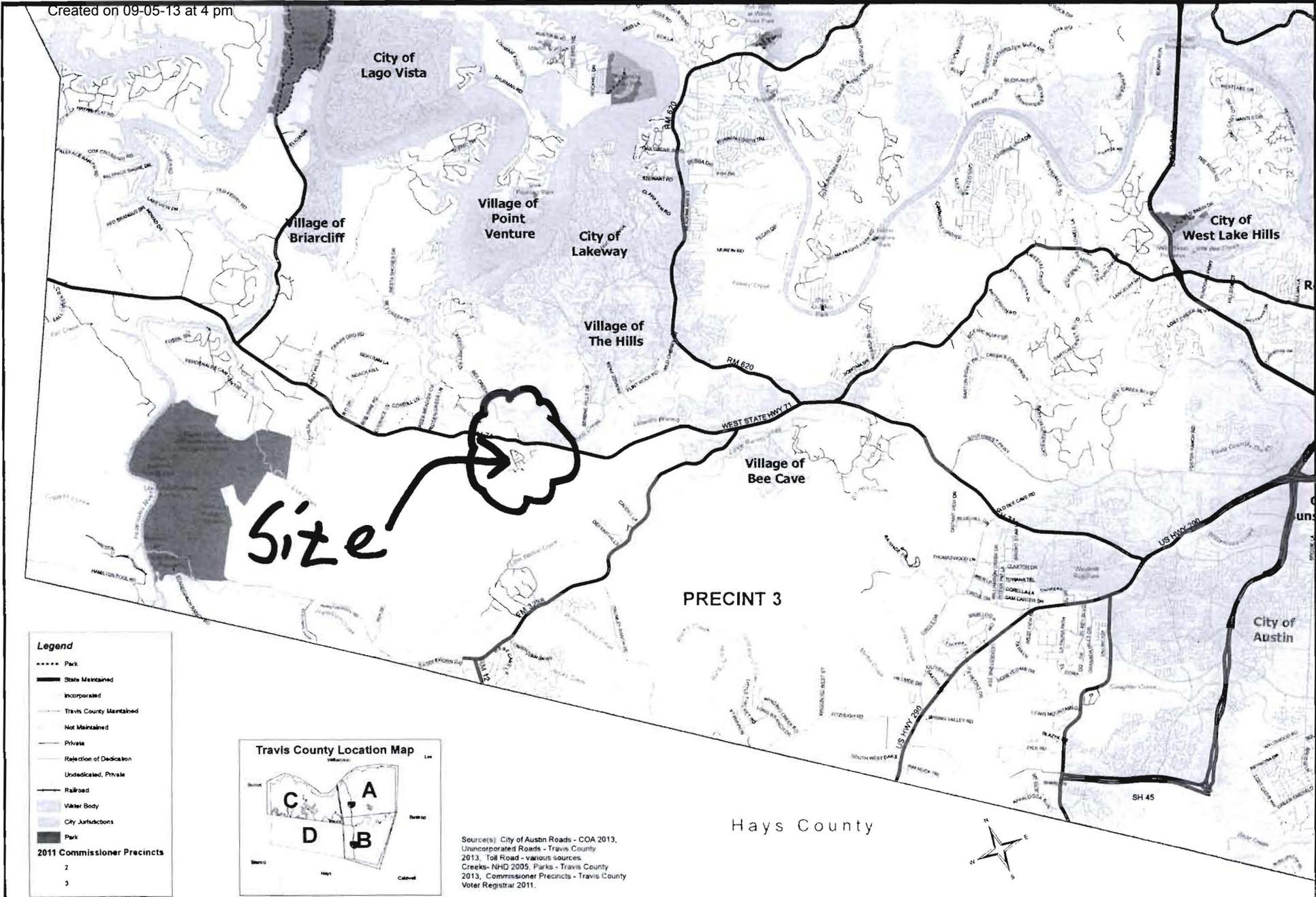


Site

Village of The Hills

Village of Bee Cave

PRECINCT 3



Size

PRECINCT 3

Hays County

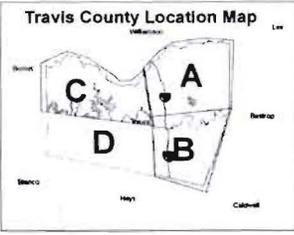


Legend

- Park
- State Maintained
- Incorporated
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

- 2
- 3



Source(s) City of Austin Roads - COA 2013,
 Unincorporated Roads - Travis County
 2013, Toll Road - various sources,
 Creeks- NHD 2005, Parks - Travis County
 2013, Commissioner Precincts - Travis County
 Voter Registrar 2011.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D



Map Prepared by Travis County,
 Dept. of Transportation & Natural
 Resources. Date 5/21/2013



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Stacey Scheffel, Permit Program Manager

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action the satisfactory completion of construction of the private streets within the Sweetwater Section One, Village G-2 subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

This subdivision was recorded on January 17, 2012 at Document #201200008. All items required for approval of construction have been received, including the documents showing that this subdivision is added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs), as recorded at Document 2012012939 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the private streets.

STAFF RECOMMENDATIONS:

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(2)] adopted by Travis County Commissioners Court August 28, 1997, the Executive Manager will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the Executive Manager will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:

After this is approved, the developer can request the release of the balance of the fiscal which they posted. LCRA is requiring that \$13,090.00 of the posted fiscal remain.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Construction Acceptance Letter
Requirements List
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director of Development Service and Long range planning	TNR	(512) 854-7561

CC:

Johnny Anglin	Inspector	TNR	(512) 854-9114

SM:SS:ps

1101 - Development Services Long Range Planning - Sweetwater Section One, Village G-2



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca Street
Travis County Administration Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE
- PRIVATE STREET SUBDIVISION

DATE: August, 28, 2013

TO:	<u>Developer</u>	<u>Engineer</u>
	WS-COS Development, LLC	Malone/Wheeler Inc.
	c/o Wheelock Street Capitol	7500 Riato Blvd.
	52 Mason St.	Bldg. 1, Suite 240
	Greenwich, CT 06830	Austin, TX 78735

SUBJECT: Sweetwater Section One, Village G-2

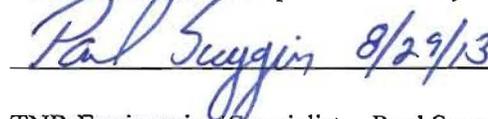
Effective this date, the drainage construction within this project appear to be in conformance with the permitted construction documents. All performance period maintenance punch list items have been completed and/or corrected. Fiscal held by Travis County will be released, unless otherwise noted.

OTHER REMARKS:

See attached "Requirements for Approval of Construction" - Received

BY:  8-28-13

TNR Construction Inspector – Johnny Anglin

 8/29/13

TNR Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File

TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE



700 Lavaca Street
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

§ EXHIBIT 82.401 (c)(3) & 82.604 (c)

SWEETWATER SECTION ONE, VILLAGE G2
REQUIREMENTS FOR APPROVAL OF CONSTRUCTION
PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF
STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 10/29/12 1. Professional Engineer's certification of quantities of work completed (**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2)
- N/A 2. Construction Summary Report § 82.604(c)(1)
- 10/29/12 3. Contractor's invoice or receipt of payment for work completed §82.401(c)(1)(B)
- 10/29/12 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's Consulting Engineer § 82.604(c)(3)
- N/A 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or Revision from FEMA and the completed application for a Letter of Map Amendment or Revision § 82.604(c)(5)
- 8/28/13 6. A TNR inspection report, indicating the completion of that portion of the work represented by the reduction of fiscal (streets and drainage, including detention ponds and sidewalks). § 82.401(c)(1)(C)
- 8/8/13 7. Approval of other agencies and/or cities, **if in their ETJ**; Municipal or other Utility Districts ***LCRA requires fiscal to remain***
- 8/16/13 *8. The Certificate of Incorporation of the Homeowners Association filed with the Texas Secretary of State
- 8/16/13 *9. A recorded copy of the Declaration of Covenants, Conditions, and Restrictions, showing the responsibility of the homeowners association to maintain the streets and drainage, recorded in the Official Public Records of Travis County

* These two items are in lieu of warranty bond , sidewalk fiscal posting and ADA statement



TRV 201200008
4 PGS

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: SWEETWATER SECTION ONE VILLAGE G-2

OWNERS NAME: WS-COS DEVELOPMENT LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

CERTIFICATE -- 2012006445

RETURN:

J ARRIAGA, TNR
411 W 13TH ST
AUSTIN TX 78701

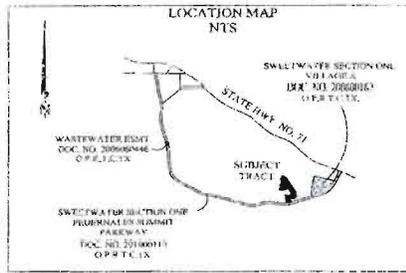
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Jan 17, 2012 11:15 AM 201200008

VANHOOSERJ: \$119.00

Dana DeBeauvoir, County Clerk
Travis County TEXAS

Unofficial Document



**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, L.L.C. ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 1379.351 ACRES REMAINDER OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN INSTRUMENT NO. 201106787 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, ALL PRIVATE STREETS SHOWN HEREON (SPAN, FACTS BEND, KIOWA DRAW COVK, JAPAN APACHE COVE AND TONKAWA DRIVE ROAD) AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION. THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 19.236 ACRES OF LAND OUT OF 1379.351 ACRES TRACT PURSUANT TO CHAPTER 253 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS SWEETWATER SECTION ONE, VILLAGE G-2 SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PRIVATE STREETS AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNERS OF THE SUBDIVISION OR ANY CITY, COUNTY, OR MUNICIPALITY. THE UNDERSIGNED OWNER DOES HEREBY GRANT TO THE LOCAL GOVERNMENTAL AGENCIES WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, TRAVIS COUNTY, TEXAS, AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL FUNCTIONS, INCLUDING BUT NOT LIMITED TO, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEM NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL EMPLOYEES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF SUCH USE BY GOVERNMENTAL VEHICLES.

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.
[Signature]
DIRECTOR, CITY OF AUSTIN WATERSHED
PROTECTION AND DEVELOPMENT REVIEW DEPARTMENT

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

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

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

WITNESS MY HAND THIS 15 DAY OF DECEMBER, 2011 A.D.

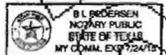
BY: *[Signature]*
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, L.L.C.
52 MASON ST.
GREENWICH, CT 06830

12/15/2011
DATE

STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE SIGNED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN HIS CAPACITY THEREIN STATED.

[Signature]
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES July 24 2015 A.D.



STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBRAVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE 15 DAY OF DECEMBER, 2011 A.D., THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE 15 DAY OF DECEMBER, 2011 A.D.

DANA DEBRAVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

[Signature]
DEPUTY



NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 4810760985H DATED SEPTEMBER 26, 2008.

STATE OF TEXAS
COUNTY OF TRAVIS:

I, DANA DEBRAVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE 15 DAY OF DECEMBER, 2011 A.D. AT 12:15 O'CLOCK A.M. DULY RECORDED ON THE 17 DAY OF DECEMBER, 2011 A.D. AT 12:00 O'CLOCK A.M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. 201106787 OF THE PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS 15 DAY OF DECEMBER, 2011 A.D.

DANA DEBRAVOIR, COUNTY CLERK,
TRAVIS COUNTY, TEXAS.

DEPUTY

I, RICHARD J. WHEELER, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

[Signature]
RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALCOLM WHEELER, INC.
7500 RIALTO BLVD., BLDG 1, SUITE 240
AUSTIN, TEXAS 78735



STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS

I, JOHN E. DRAITZGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND AS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

12/15/11
DATE



[Signature]
JOHN E. DRAITZGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 9057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8213 BRODIE LANE, STE. 102
AUSTIN, TEXAS 78745

PHOTOGRAPHIC RECORD

NOTES

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADERS MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVING THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO LCRA AND TCQJ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.F.M.A. MAP 4810260354 DATED SEPTEMBER 27, 2004.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2906100748, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
7. MUNICIPAL JURISDICTION OVER THIS PROJECT AND ITS BOUNDARIES SHALL BE OUTSIDE C.O.A. ETJ, BEE CAVE ETJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY MUNICIPAL JURISDICTION NONE.
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006076072, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOT'S FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 18.
12. DRAINAGE EASEMENTS GREATER THAN 15 FEET WIDE CAN BE NEEDED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT 18. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER. PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES, THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
17. LOT 6 BLOCK A WILL BE OWNED AND MAINTAINED BY THE LAZY NINE MUD 18 OR ITS ASSIGNS.
18. ALL PRIVATE STREET RIGHTS OF WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT 18.
19. MAINTENANCE OF PRIVATE STREETS AND GATH STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
20. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT 18.
21. ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NON-POINT SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
22. ALL NON RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD 18 TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

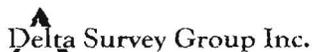
SWEETWATER DEVELOPMENT PLAN NOTES:

1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW. IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DETERMINED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

BENCHMARK LIST

- TBM-04: COTTON SPINDLE SET IN 12" LIVE OAK TRUNK #1616
ELEV: 935.12'
- TBM-05: COTTON SPINDLE SET IN 6" LIVE OAK TRUNK #1396
ELEV: 906.95'

STREET NAME	STREET WIDTH	DESIGN SPEED	DESIGN TYPE	CLASSIFICATION	STREET OWNERSHIP	STREET LENGTH
KIOWA DRAW CV	28'	25 MPH	C&G	LOCAL	PRIVATE	172 L.F.
LIPAN ACHACHE BEND	28'	25 MPH	C&G	LOCAL	PRIVATE	1952 L.F.
LIPAN ACHACHE COVE	28'	25 MPH	C&G	LOCAL	PRIVATE	394 L.F.
TOKSAWA DRAW ROAD	28'	25 MPH	C&G	LOCAL	PRIVATE	384 L.F.
TOTAL:						2902 L.F.

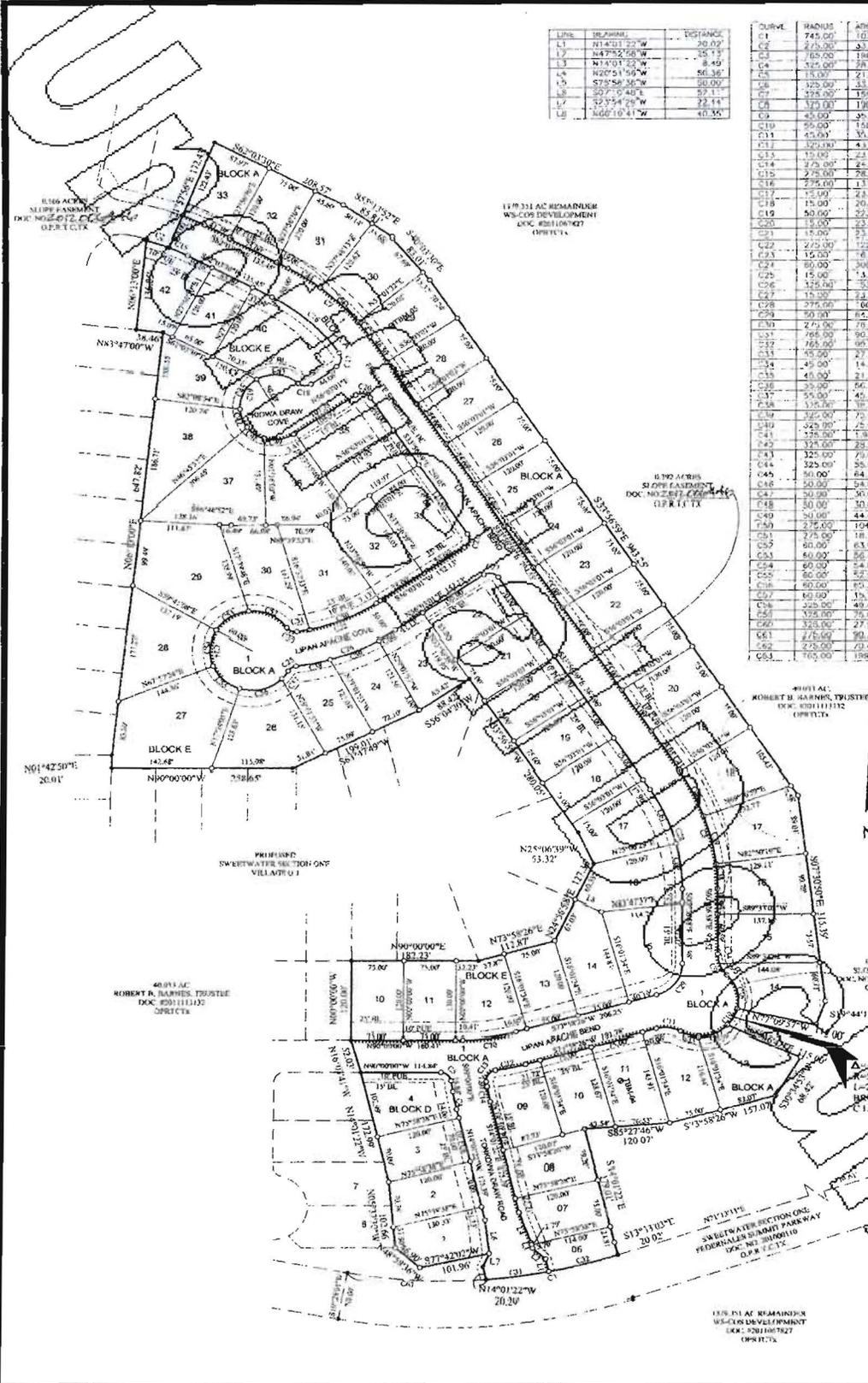


8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SWEETWATER SECTION ONE
VILLAGE G-2

LINE	BEARING	DISTANCE
L1	N14°41'20"W	30.00'
L2	N47°52'58"W	25.13'
L3	N14°01'20"W	8.49'
L4	N20°15'18"W	60.38'
L5	S70°50'38"W	30.00'
L6	S07°50'40"E	52.11'
L7	S73°54'29"W	22.12'
L8	S60°10'41"W	40.35'

CURVE	RADIUS	ARC	CHORD	BEARING	BLK. I.D.
C1	745.00'	163.03'	102.24'	S59°41'48"W	735.24'
C2	275.00'	33.98'	35.97'	S71°11'18"E	704.59'
C3	165.00'	180.49'	180.00'	S70°21'34"W	147.02'
C4	325.00'	28.43'	28.46'	N11°50'41"W	501.22'
C5	135.00'	21.73'	19.49'	N77°49'22"W	813.00'
C6	325.00'	33.98'	33.98'	S07°01'47"E	628.57'
C7	195.00'	188.44'	157.85'	S48°00'33"E	2836.31'
C8	325.00'	180.03'	187.33'	S17°11'58"E	337.02'
C9	45.00'	36.79'	34.85'	S2°11'00"E	45.24'23"
C10	25.00'	138.34'	108.13'	S38°45'44"W	1853.02'
C11	45.00'	36.79'	34.85'	N63°14'22"W	405.42'3"
C12	325.00'	4.68'	4.64'	S77°49'22"W	741.91'
C13	135.00'	22.74'	21.24'	S52°23'00"W	8740.17'
C14	275.00'	25.13'	24.10'	S11°50'41"E	501.22'
C15	275.00'	28.68'	28.67'	S02°02'47"E	235.34'
C16	275.00'	131.25'	130.01'	S48°23'07"E	2726.46'
C17	15.00'	20.07'	21.35'	S10°40'00"W	9045.45'
C18	15.00'	20.07'	18.61'	S60°37'18"W	7639.27'
C19	50.00'	22.58'	22.45'	S04°22'44"W	2543.29'
C20	15.00'	23.56'	21.21'	S11°03'01"W	9000.00'
C21	275.00'	127.80'	121.88'	S85°51'11"W	2236.21'
C22	15.00'	16.99'	15.81'	S66°32'53"W	8335.30'
C23	60.00'	30.00'	30.00'	S23°27'15"E	2881.11'0"
C24	15.00'	13.80'	13.40'	N05°32'14"E	5330.14'
C25	325.00'	53.24'	51.02'	S69°32'27"E	2790.53'
C26	15.00'	22.50'	21.21'	S72°56'50"E	9900.00'
C27	60.00'	30.00'	30.00'	S11°30'02"E	1313.02'
C28	325.00'	66.90'	64.05'	S36°43'44"W	7425.24'
C29	50.00'	26.92'	26.87'	S81°59'13"W	1871.34'
C30	275.00'	76.92'	76.87'	S85°06'05"E	647.92'
C31	265.00'	98.97'	78.85'	S47°28'04"W	7292.02'
C32	45.00'	27.01'	26.74'	S74°31'23"E	2603.25'
C33	45.00'	14.61'	14.80'	S08°47'12"E	1840.10'
C34	45.00'	21.12'	20.92'	S31°34'27"E	2615.48'
C35	35.00'	66.30'	64.05'	S55°52'33"E	8661.93'
C36	55.00'	45.57'	44.28'	S69°40'11"E	4728.27'
C37	135.00'	38.07'	38.05'	N63°48'19"W	842.44'
C38	325.00'	71.00'	70.43'	S11°04'21"W	1313.02'
C39	45.00'	25.00'	24.83'	S42°50'41"W	1313.02'
C40	135.00'	1.80'	1.80'	N37°46'40"W	0.26'59"
C41	325.00'	28.50'	28.49'	N46°27'44"W	601.70'
C42	325.00'	28.50'	28.48'	N47°48'27"W	1113.20'
C43	325.00'	50.94'	50.87'	S07°01'59"W	633.53'
C44	50.00'	84.35'	80.00'	N84°09'45"W	344.28'
C45	50.00'	54.82'	51.97'	S07°41'09"W	6273.48'
C46	50.00'	30.00'	29.84'	S02°00'00"E	1878.87'
C47	50.00'	30.00'	29.64'	S84°18'51"E	3438.45'
C48	50.00'	44.85'	43.36'	N87°44'33"E	2123.47'
C49	275.00'	194.18'	163.96'	S60°24'10"W	2142.18'
C50	275.00'	18.72'	18.72'	S35°42'00"W	0.5740'0"
C51	60.00'	63.97'	60.83'	N65°17'18"W	8104.35'
C52	60.00'	50.40'	54.35'	S07°14'40"W	3251.45'
C53	60.00'	54.84'	57.84'	S01°08'08"W	5931.23'
C54	60.00'	61.84'	61.25'	S47°15'15"E	3033.18'
C55	60.00'	60.31'	62.13'	S76°12'59"E	6722.14'
C56	60.00'	17.73'	17.68'	S31°51'16"E	1301.12'
C57	325.00'	28.50'	28.48'	N47°48'27"W	842.44'
C58	325.00'	28.50'	28.51'	N67°38'24"E	845.33'
C59	325.00'	27.90'	27.89'	S06°32'54"E	455.07'
C60	275.00'	90.33'	89.37'	N74°37'24"E	1849.11'
C61	275.00'	198.03'	198.30'	S27°27'21"W	1446.51'
C62	705.00'	198.03'	198.30'	S27°27'21"W	1458.29'



W. A. BARLOW SURVEY NO. 86
TRAVIS COUNTY, TEXAS
NOVEMBER 2011



GRAPHIC SCALE
1" = 100'

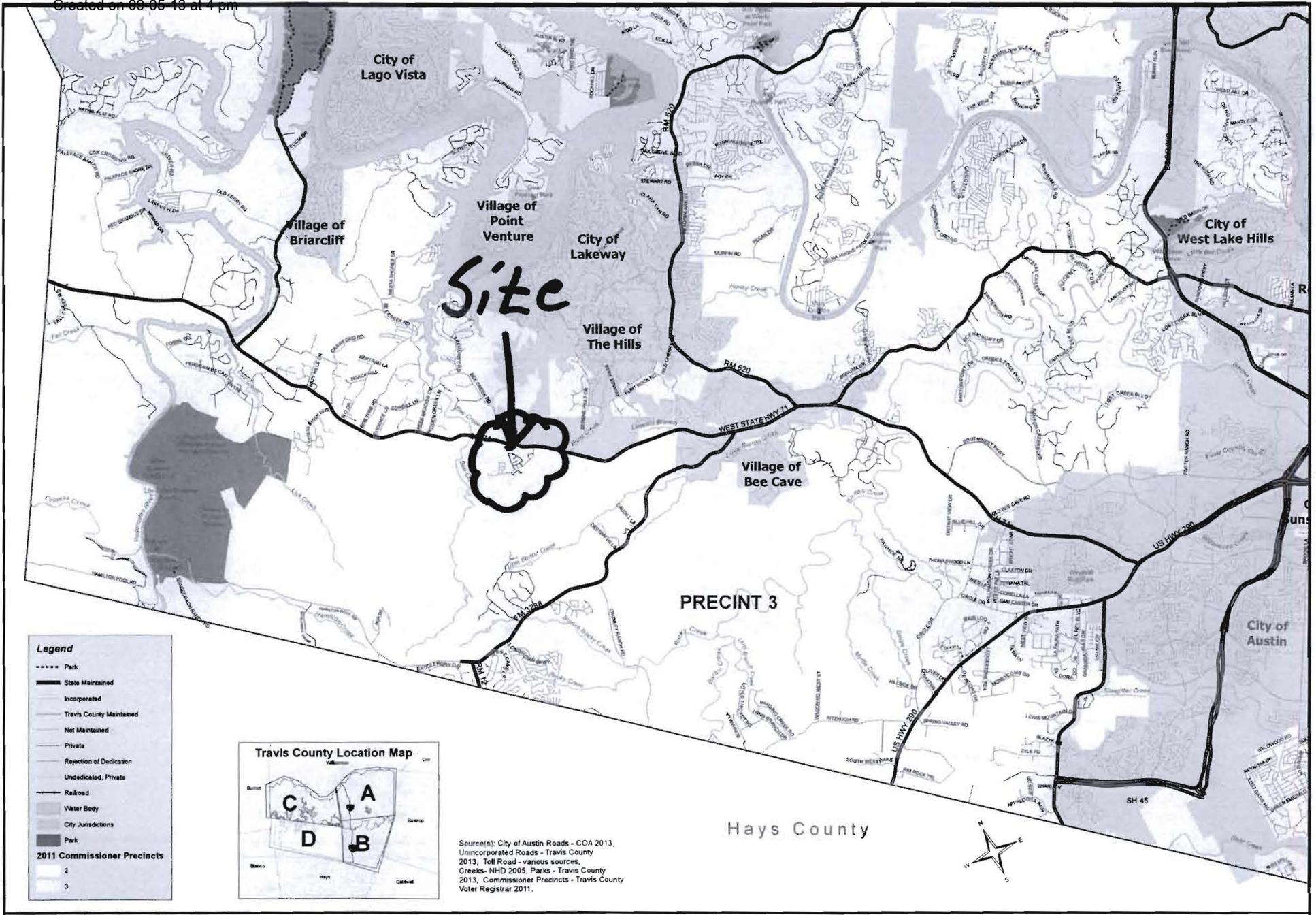
- LEGEND**
- 1/4" IRON ROD WITH "DELTA SURVEY" CAP FOUND
 - 1/4" IRON ROD WITH DELTA CAP SET
 - CONCRETE MONUMENT SET
 - SURVEY LINE
 - PUBLIC UTILITY EASEMENT
 - RIGHT OF WAY
 - OPEN EXISTING
 - FEDERAL ROAD RIGHT OF WAY
 - WATER QUALITY TRIPASSWAY
 - FENCE SIGNAGE AND LANDSCAPE EMENT
 - UNLAWFUL ENCROACHMENT

Delta Survey Group Inc.
8213 Brodie Lane Ste. 102 Austin, TX. 78745
offices (512) 282-5200 fax: (512) 282-5430

**SWEETWATER SECTION ONE
VILLAGE G-2**

LAND USE TABLE
COMMON AREA,
FENCE, SIGNAGE,
& LANDSCAPE LOTS
SP LOTS
BLOCKS
TOTAL ACREAGE 19.256 AC.

SHEET 4 OF

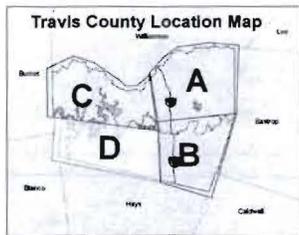


Legend

- Park
- ==== State Maintained
- ==== Incorporated
- ==== Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private
- Railroad
- Water Body
- City Jurisdictions
- Park

2011 Commissioner Precincts

- 2
- 3



Sources: City of Austin Roads - COA 2013, Unincorporated Roads - Travis County 2013, Toll Road - various sources, Creeks - NHD 2005, Parks - Travis County 2013, Commissioner Precincts - Travis County Voter Registrar 2011.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Travis County Roadways, Map D



Map Prepared by: Travis County, Dept. of Transportation & Natural Resources. Date: 5/21/2013



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Paul Scoggins **Phone #:** 512-854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on a request to use an alternative fiscal agreement for Sweetwater Ranch Section 2, Village Z, Phase 1 in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The developer of the subject subdivision requests to enter into an alternative fiscal agreement with Travis County. Under the alternative fiscal agreement the plat will be held in abeyance while the street and drainage facilities are constructed.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the use of the subject agreement meets all Travis County standards. As such, TNR staff recommends the approval of the proposed motion.

ISSUES AND OPPORTUNITIES:

Under alternative fiscal the County Executive of TNR holds the plat in abeyance and, upon completion of the items listed below, the Division Director of Development Services and Long Range Planning authorizes the issuance of a basic development permit for construction of streets and drainage facilities.

Plat Status

Staff has reviewed the plat and all comments have been addressed. It meets current standards and has everything in place such that it could be recommended for approval and recordation at this time.

Restoration/Erosion Control Fiscal

The fiscal for the subdivision restoration and improvements has been posted with Travis County using as cash using a letter of credit in the amount of \$192,660.00.

Access to Publicly Maintained Road

Sweetwater Section 2, Village Z, Phase 1 takes access from Pedernales Summit Parkway, a street accepted and maintained by Travis County.

Waste Water Service

Wastewater service for this subdivision will be provided by the Lazy Nine Municipal Utility District 1D.

Construction Plans and Engineer's Estimate of Construction Cost Approved

All comments by Travis County staff have been addressed and the reviewer is prepared to sign the cover sheets of the plans and issue permit #12-2264. The estimated cost of the improvements is \$1,836,544.23. This amount includes all costs related to the construction of all streets and drainage facilities (including temporary erosion controls and all structures contributing to the total detention.

The developer has signed the attached statement acknowledging that this action does not imply or guarantee plat approval by the Commissioners Court and that he/she understands the constraints related to the use of alternate fiscal. An Extension of Sixty-Day Period for Completed Plat Application Final Action is also included.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

Alternative Fiscal Acknowledgment

Exhibit "A" – Description

Extension of Sixty-Day Period

Proposed Plat

Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director of Development Services and Long Range Planning	TNR	

CC:

Stacey Scheffel	Program Manager	TNR - Permits	512-854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Sweetwater Section Two, Village Z, Phase 1

§ EXHIBIT 82.401 (D)

ALTERNATIVE FISCAL POLICY REQUEST AND ACKNOWLEDGEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

TO THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS:

The undersigned Owner proposes to subdivide that certain tract of land more particularly described in **Exhibit "A"**, which is attached hereto and made a part hereof. The Owner requests that Travis County's Transportation and Natural Resources Department ("TNR") hold the proposed plat of land in abeyance until all of the proposed subdivision Improvements have been constructed to Travis County Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards") to the satisfaction of the County Executive of TNR. In order to qualify for this Alternative Fiscal Policy, the proposed subdivision must meet the access criteria set forth in the Standards.

Under this Policy, the Owner is not required to post fiscal Security to secure the construction of the Improvements, but is required to obtain a Travis County Basic Development Permit. The owner will be required to post fiscal for boundary streets improvements if they are not to be completed during the construction of the Improvements. Additionally, the Owner shall file Security with the submitted Final Plat to secure restoration of disturbed areas should construction not be completed.

Upon satisfactory completion of the Improvements, the submitted plat shall be forwarded by TNR to the Commissioners Court for approval and recording.

If the Owner elects to proceed under this option, the Owner acknowledges and agrees that, until the plat is filed, the Owner may not use the proposed subdivision's description in a contract to convey real property, unless the conveyance is expressly contingent on the recording and approval of the final plat and the purchaser is not given the use or the occupancy of the real property before the recording of the final plat, under penalty of prosecution under Section 12.002 of the Texas Property Code. In addition, the approval of Alternative Fiscal in no way constitutes approval of the proposed plat.

If the plat is to be approved and filed, the Owner must post Security in the amount of 10% of the cost of the completed Improvements and 100% of the cost of the incomplete Improvements to secure the performance of the construction of the Improvements for one year, or more, from the date of the approval of the plat and acceptance of the dedication by the County.

Alternative Fiscal

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 2 of 3

Executed this _____ day of _____, 20__.

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:

WS-COS DEVELOPMENT, LLC,
a Delaware limited liability company
By: WSI(II)-COS, LLC, a Delaware
limited liability company, Its Managing
Member

County Judge
Date: _____

By: *J. Robert Long*
J. Robert Long, Authorized Signatory
Date: 8/27/13

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

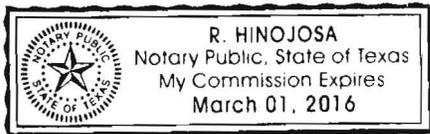
This instrument was acknowledged before me on the _____ day of _____,
20____, by _____, in the capacity stated herein.

Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. Robert Long, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of
August, 2013.



R. Hinojosa
Notary Public in and for the State of Texas

Exhibit 82.401 (D) Alternative Fiscal Request and Acknowledge – page 3 of 3

EXHIBIT “A”

That certain tract of land described as Sweetwater Ranch Section Two, Village Z, Phase 1 subdivision is 21.93 acres, more particularly described on the attached field note description, being a portion of that same tract of land described in Doc# 2011102858 of the Official Public Records, Travis County, Texas, as delineated on plat under the same name which will be held in abeyance until approval is granted by the Travis County Commissioners' Court.

21.93 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE C. J. STROTHER SURVEY No. 606 AND THE SAM WILDY SURVEY No. 527 AND BEING A PART OF THAT 975.83 ACRE TRACT OF LAND CONVEYED TO WS-COS INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2011102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commence at a 1/2" iron rod found at Texas State Plane Central Zone NAD 83 coordinates X=3021595.81 feet and Y=10090227.69 feet in the South Line of Pedernales Summit Parkway, (a right of way 70 feet wide at this point) as shown on the plat of Sweetwater Section One, according to the plat thereof recorded in Document No. 201000110 of the Official Public Records of Travis County, Texas, at the beginning of a curve to the left having a radius of 970.00 feet, a central angle of 12°20'36", a chord bearing S.66°11'59"E., 208.56 feet;

THENCE southeasterly, along the arc of said curve and along the South Line of Pedernales Summit Parkway, a distance of 208.97 feet to the Point of Beginning and to a point of compound curvature of a curve to the left;

THENCE continue along the South Line of Pedernales Summit Parkway the following four courses:

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2. S.81°55'57"E. a distance of 116.29 feet to a point on a non-tangent curve to the right;
3. Easterly along the arc of said curve, a distance of 138.29 feet, said curve having a radius of 900.00 feet, a central angle of 08°48'13" and a chord bearing S.77°33'05"E., 138.15 feet;
4. S.73°05'20"E. a distance of 493.96 feet;

THENCE departing the South Line of Pedernales Summit Parkway and across the said 975.83 Acre Tract the following 25 courses:

1. S.16°54'23"W. a distance of 19.83 feet;
2. S.24°19'50"E. a distance of 98.41 feet;
3. S.08°04'12"W. a distance of 84.78 feet;
4. S.38°08'40"W. a distance of 74.94 feet;
5. N.67°35'18"W. a distance of 174.29 feet;
6. N.73°05'37"W. a distance of 50.00 feet;
7. N.16°54'23"E. a distance of 10.90 feet to a point of curvature of a curve to the left;
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21.93 Acres

9. N.73°05'37"W. a distance of 102.83 feet;
10. S.21°49'06"W. a distance of 103.53 feet;
11. S.38°30'14"W. a distance of 121.85 feet;
12. S.64°12'19"E. a distance of 147.10 feet to a point on a non-tangent curve to the left;
13. Southerly along the arc of said curve, a distance of 97.14 feet, said curve having a radius of 525.00 feet, a central angle of 10°36'03" and a chord bearing S.20°29'40"W., 97.00 feet;
14. N.79°35'24"W. a distance of 131.83 feet;
15. S.10°24'36"W. a distance of 140.00 feet;
16. S.24°37'33"W. a distance of 72.21 feet;
17. S.10°24'36"W. a distance of 65.00 feet;
18. S.65°06'45"E. a distance of 108.87 feet to a point on a non-tangent curve to the right;
19. Westerly along the arc of said curve, a distance of 118.79 feet, said curve having a radius of 175.00 feet, a central angle of 38°53'31" and a chord bearing S.70°33'14"W., 116.52 feet;
20. N.90°00'00"W. a distance of 60.43 feet to a point of curvature of a curve to the right;
21. Westerly, along the arc of said curve to the right a distance of 62.81 feet, said curve having a radius of 175.00 feet, a central angle of 20°33'49", and a chord bearing N.79°43'06"W., 62.47 feet;
22. S.20°33'49"W. a distance of 50.00 feet to a point on a non-tangent curve to the right;
23. Westerly along the arc of said curve, a distance of 11.29 feet, said curve having a radius of 225.00 feet, a central angle of 02°52'31" and a chord bearing N.67°59'56"W., 11.29 feet;
24. S.43°07'51"W. a distance of 233.20 feet to the South Line of the said 975.83 Acre Tract;
25. THENCE S.88°11'07"W., along said South Line, a distance of 488.34 feet (from which point an iron pipe found bears S.88°11'07"W., 480.20 feet);

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21.93 Acres

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15. S.54°20'32"E. a distance of 125.60 feet to a point on a non-tangent curve to the right;
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Containing 21.93 acres, more or less, as shown on the plat attached.

John K. Weigand June 10, 2013
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

Bearings are Texas State Plane Central Zone, NAD 83

**§ EXHIBIT 82.201(C)
EXTENSION OF SIXTY-DAY PERIOD FOR
COMPLETED PLAT APPLICATION FINAL ACTION**

Date: August 12, 2013

Owner's Name and Address: WC-COS Development, LLC
52 Mason Street
Greenwich, CT 06830

Proposed Subdivision Name and Legal Description (the "Property"):

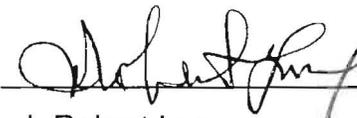
Sweetwater Section TWO Village Z Phase 1, a proposed subdivision in Travis County, Texas as more particularly described in the field notes attached to Exhibit A

The undersigned Owner and the Executive Manager of Travis County Transportation and Natural Resources Department hereby agree that the sixty (60) day period for final action to be taken on a Completed Plat Application for the Property is hereby extended by mutual agreement and without compulsion until the date that all subdivision requirements have been met to Travis County standards to the satisfaction of the Executive Manager of TNR.

Executed and affective as of the date set forth below.

Owner: WS-COS Development, LLC, a Delaware limited liability company

BY: WSI (II)-COS, LLC, a Delaware limited liability company, its Managing Member

By: 
Name: J. Robert Long
Title: Authorized Signatory

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 12 day of August, 2013, by J. Robert Long of Travis County, Texas known to me personally or on the basis of an approved form of identification, in the capacity stated herein.

Notary Public, State of Texas



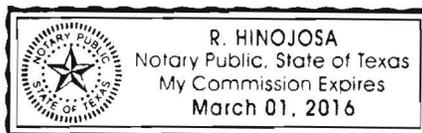
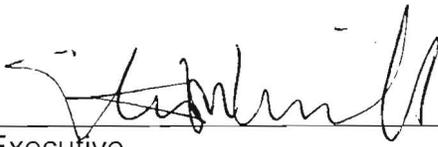


EXHIBIT 82.201(C)
EXTENSION OF SIXTY DAY PERIOD – PAGE 2 OF 2

Travis County

By: 
County Executive
Travis County Transportation and Natural Resources Department

ACKNOWLEDGEMENT

STATE OF TEXAS
COUNTY OF TRAVIS

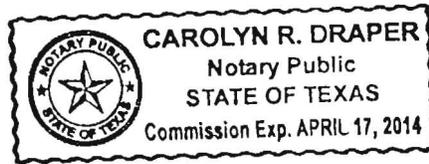
This instrument was acknowledged before me on the 3rd day of September, 2013
by Steven M. Manilla, P.E., County Executive of Travis County, Texas known to me
personally or on the basis of an approved form of identification, in the capacity stated.

Notary Public, State of Texas



Carolyn R. Draper
(Printed Name of Notary)

My Commission Expires:



21.93 Acres

A PARCEL OF LAND IN TRAVIS COUNTY, TEXAS, BEING A PART OF THE C. J. STROTHER SURVEY No. 606 AND THE SAM WILDY SURVEY No. 527 AND BEING A PART OF THAT 975.83 ACRE TRACT OF LAND CONVEYED TO WS-COS INVESTMENTS, LTD., BY DEED RECORDED IN DOCUMENT No. 2011102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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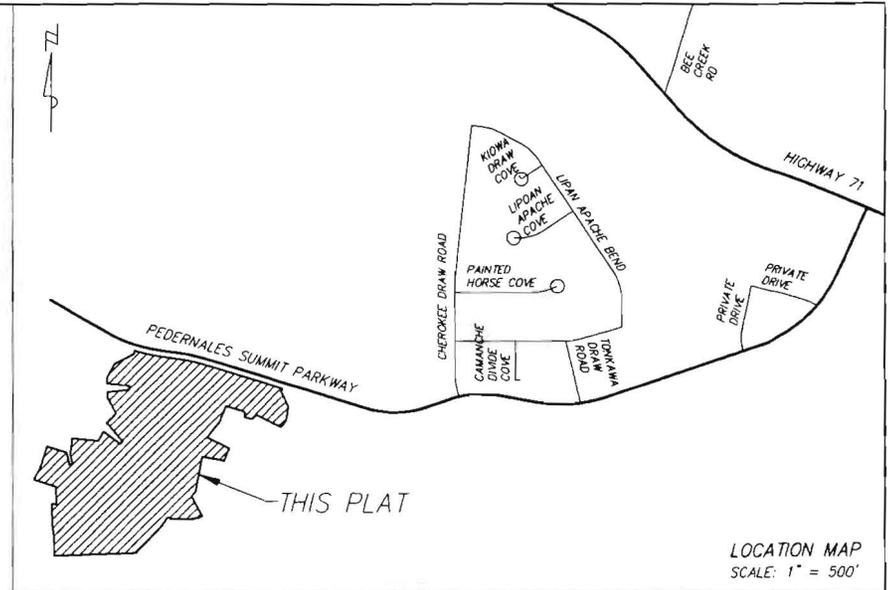
J. Kenneth Weigand June 10, 2013
J. Kenneth Weigand
Registered Professional Land Surveyor No. 5741
State of Texas



RJ Surveying & Associates, Inc.
1212 East Braker Lane
Austin, Texas 78753

Bearings are Texas State Plane Central Zone, NAD 83

PLAT OF
SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1
TRAVIS COUNTY, TEXAS



LOCATION MAP
SCALE: 1" = 500'

TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOME BUYERS

IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS. DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS. BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD. THIS CAN AFFECT THE VALUE OF YOUR PROPERTY. TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES

DATE: JUNE 26, 2013

RANDALL JONES & ASSOCIATES ENGINEERING, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817 F-9784

RJ SURVEYING & ASSOCIATES, INC.
 1212 E BRAKER LANE, AUSTIN, TEXAS 78753
 (512) 836-4793 FAX: (512) 836-4817

FINAL PLAT OF SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1 TRAVIS COUNTY, TEXAS

Table with columns: CURVE, LENGTH, RADIUS, DELTA, CHORD BRNG, CHORD. Lists curve data for various points from C1 to C85.

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SWEETWATER DEVELOPMENT PLAT NOTES:

- 1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS...
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY (LCRA) WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT...
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT (TxDOT), TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT RIGHT OF WAY (ROW) IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED...
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) AND/OR THE LCRA AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORMWATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA) THE WATER QUALITY BMP EASEMENT MAY BE ENFORCED BY THE LCRA OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN COURT OF APPROPRIATE JURISDICTION.

LOWER COLORADO RIVER AUTHORITY DATE

STATE OF TEXAS COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING BY AND THROUGH J. ROBERT LONG, AUTHORIZED SIGNATORY, BEING THE OWNER OF THAT (975.83) ACRES TRACT OF LAND IN THE C.J. STROTHER SURVEY NO. 806, AND THE SAID WILDY SURVEY NO. 527 IN TRAVIS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 21.93 ACRES OUT OF SAID TRACT IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE AS SHOWN ON THE ATTACHED PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION TWO, VILLAGE Z, PHASE 1" AND DOES HEREBY DEDICATE TO THE PUBLIC USE THE STREETS AND EASEMENTS AS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND / OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

WITNESS MY HAND THIS ____ DAY OF _____ 20__

BY: MICHAEL L. RAFFERTY DATE WS-COS DEVELOPMENT, LLC 52 MASON STREET GREENWICH, CT 06830

STATE OF TEXAS COUNTY OF TRAVIS

BEFORE ME, THE UNDERSIGNED OFFICIAL, ON THIS DAY PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS ____ DAY OF _____ 20__

NOTARY PUBLIC SIGNATURE

NOTARY PUBLIC PRINTED NAME SEAL MY COMMISSION EXPIRES: _____

STATE OF TEXAS COUNTY OF TRAVIS

I, J. KENNETH WEGAND, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE BY ME OR UNDER MY SUPERVISION ON THE GROUND.

J. KENNETH WEGAND REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5741

RJ SURVEYING, INC. 1212 EAST BRAKER LANE AUSTIN, TEXAS 78753



THE 100 YEAR FLOOD PLAIN IS CONTAINED WITHIN THE DRAINAGE EASEMENTS AS SHOWN HEREON. NO PORTION OF THIS TRACT IS WITHIN THE DESIGNATED FLOOD HAZARD AREA AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBER 48453C0385H, TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008. NO RESIDENTIAL LOT IS WITHIN THE 100 YEAR FLOOD PLAIN.

KEITH COLLINS, P. E. PROFESSIONAL ENGINEER NO. 80579

RANDALL JONES ENGINEERING, INC. 1212 EAST BRAKER LANE AUSTIN, TEXAS 78753



COMMISSIONERS' COURT RESOLUTION

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

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

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

STATE OF TEXAS: COUNTY OF TRAVIS:

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

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

DANA DEBEAUVOUR, COUNTY CLERK, TRAVIS COUNTY, TEXAS

DEPUTY

STATE OF TEXAS: COUNTY OF TRAVIS:

I, DANA DEBEAUVOUR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____ 20__, A. D. AT ____ O'CLOCK ____ M., AND DULY RECORDED ON THE ____ DAY OF _____ 20__, A. D. AT ____ O'CLOCK ____ M., PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NUMBER ____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

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

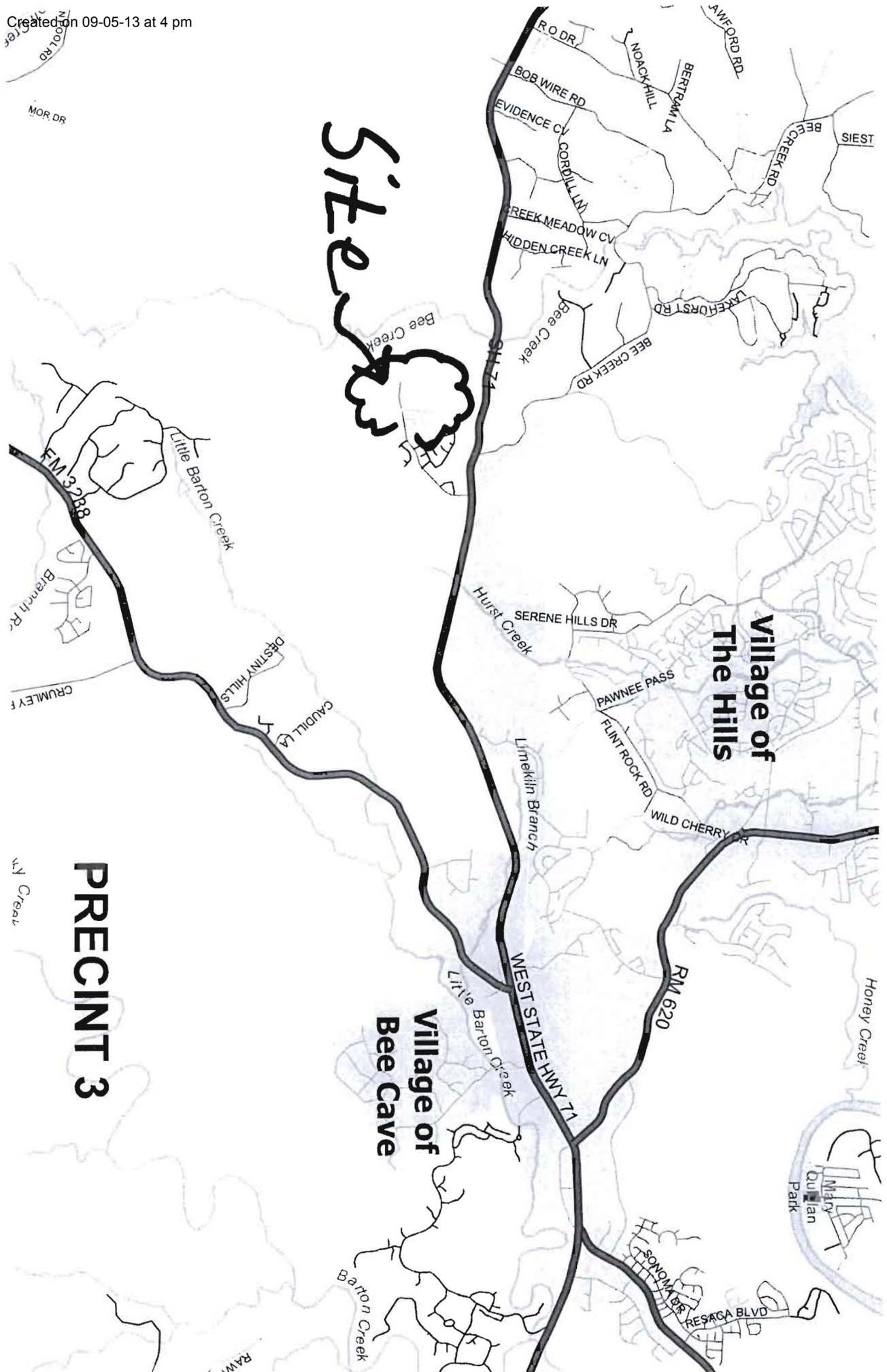
DANA DEBEAUVOUR, COUNTY CLERK TRAVIS COUNTY, TEXAS

DATE: JUNE 26, 2013 SCALE: 1" = 100'

RANDALL JONES ENGINEERING, INC. 1212 E. BRAKER LANE, AUSTIN, TEXAS 78753 (512) 836-4793

RJ SURVEYING, INC.

1212 E. BRAKER LANE AUSTIN, TEXAS 78753 (512) 836-4793



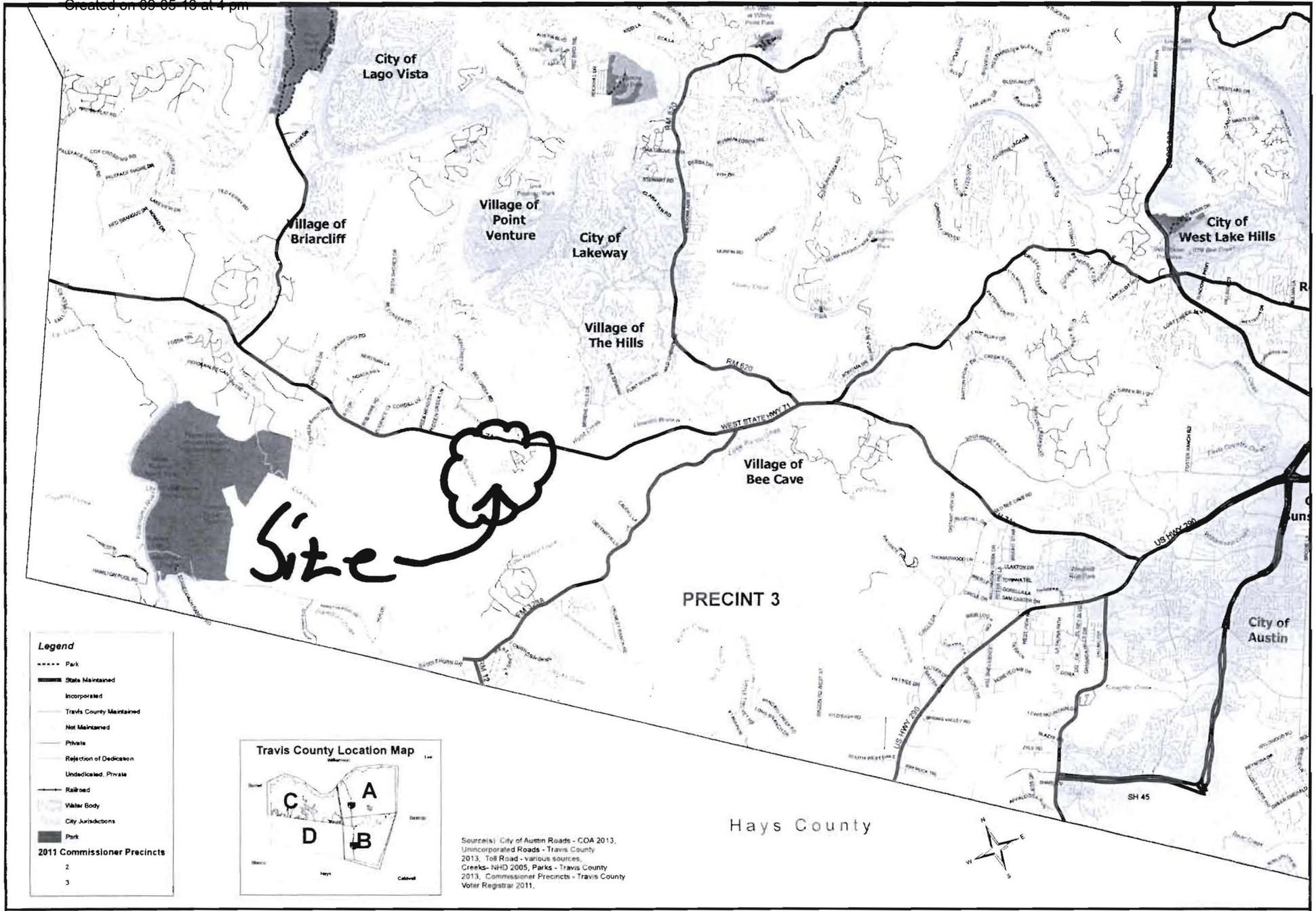
Site

Village of The Hills

Village of Bee Cave

PRECINCT 3

Little Barton Creek



Site



PRECINCT 3

Travis County Roadways, Map D

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By: Kurt Nielsen **Phone #:** 512-854-7218

Division Director/Manager: Charles Bergh, Division Director Parks

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

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with Preservation Austin for purposes of hosting a fundraising event on the Historic Moore's Crossing Bridge at Richard Moya Park on September 29, 2013 in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Preservation Austin's vision and mission is preserving Austin's architectural and cultural past by not only protecting the city's important landmarks and historical fabric, but safeguarding its unique character as well.

The somewhere in time dinner consists of a casual sit-down dinner at an unexpected, historic location. Previous dinners have been held at the Texas Military Forces Museum at Camp Mabry, Oakwood Cemetery, and Boggy Creek Farm.

This event at Moore's Crossing will include a social hour with drinks (beer and wine only), buffet dinner, a silent auction, and presentations from the Travis County Historical Commission and the Historic Bridge Foundation on the history of the Moore's Crossing Community and the bridge itself (see attached request).

The event itself will be largely occurring after normal use hours of the park. Certificate insurance with Travis County listed as additionally insured will be provided for \$2,000,000. Servers for food and beverages will be provided by the catering company and will include TABC-certified staff for drink service.

STAFF RECOMMENDATIONS:

Staff recommends approval of this licensing agreement.

ISSUES AND OPPORTUNITIES:

In recognition of the fact that there is no established use fee for the bridge, and as part of the history and purpose of this event, Preservation Austin will donate a portion of their proceeds from the fundraiser to Travis County Parks for use in

preservation and interpretation of historical sites/events. This is a tremendous opportunity to feature a historic landmark that is in Travis County Parks.

FISCAL IMPACT AND SOURCE OF FUNDING:

Preservation Austin will reserve the two shelters closest to the bridge for the day of the event so that there will be minimal risk of another large event in the park.

ATTACHMENTS/EXHIBITS:

Licence Agreement
Preservation Austin's Request

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	512-854-4239
Steve Manilla	County Executive	TNR	512-854-9429
Roxanne Bonner	Asst. County Attorney	County Attorney	512-854-9415
Charles Bergh	Division Director of Parks	Parks	512-854-9408
Caroline Wright	Event Coordinator	Preservation Austin	512-921-2255

CC:

Daniel Chapman	Chief Ranger	Parks	512-263-9114
Robert Armistead	Division Manager	Parks	512-854-9831
Kurt Nielsen	District Manager	Parks	512-854-7218
James Taylor	Supervisor	Parks	512-279-1227

: :
0101 - Administrative -

Travis County Parks Special Event Checklist

Name of Event: Inherit Austin's Somewhere in Time

Date and Time: September 29, 2013, 6 pm-9 pm

Event Description:

This is the fourth annual Somewhere in Time dinner hosted by Inherit Austin. The event is a fundraiser for Preservation Austin, the parent organization of Inherit Austin. Inherit Austin's mission statement is as follows:

The purpose of Inherit Austin is to cultivate a new generation of Preservation Austin members by hosting social, cultural and educational events that appeal to young singles, married couples and families. We are committed to the same vision and mission as Preservation Austin--preserving Austin's architectural and cultural past by not only protecting the city's important landmarks and historical fabric, but safeguarding its unique character as well.

The Somewhere in Time dinner consists of a casual sit-down dinner at an unexpected, historic location. Previous dinners have been held at the Texas Military Forces Museum at Camp Mabry, Oakwood Cemetery, and Boggy Creek Farm. The event at Moore's Crossing will include a social hour with drinks (beer and wine only), buffet dinner, a silent auction, and presentations from the Travis County Historical Commission and the Historic Bridge Foundation on the history of the Moore's Crossing Community and the bridge itself.

Inherit Austin considers these organizations, as well as Travis County Parks, our partners for the staging of this event. In recognition of the fact that there is no established use fee for the bridge, and as part of the history and purpose of this event, we will donate a portion of our proceeds from the fundraiser to Travis County Parks for use in preservation and interpretation of historical sites/events.

We propose to set-up tables and chairs for dinner on the Moore's Crossing Bridge, along with a bar area. We would also like to add temporary lighting to the bridge, with generators as necessary (with all equipment provided by us). While the event itself will be largely occurring after normal use hours of the park, we will need earlier access to the bridge to set-up equipment. We envision that equipment will be loaded in and out from the south end of the bridge, where there is road access, with the catering truck set-up there, as well. Tables will span a large section of the bridge, with the north section being utilized for open socializing and display of our donated silent auction items. Some of the presentations may occur in the field area below the bridge.

We will provide temporary Inherit Austin signage, following appropriate guidance/regulations at the entrances to the park and can provide volunteers to guide people from the various parking lots to the bridge. At the suggestion of Parks staff, we have previously reserved the two shelters closest to the bridge for the day of the event so that there will be minimal risk of another large event in the park.

Sponsor: Inherit Austin is seeking financial sponsors for the event. Sponsors as of the submission of this checklist are The Gill Agency and Cornerstone Lending. Additional sponsors will be of a similar nature.

Contacts:

Event Co-Chairs:

Caroline Wright (primary contact for Travis County Parks), 512-921-2255, carolinelaverne@gmail.com;
Eileen Gill, 512-217-0674, eileenpgill@gmail.com

Preservation Austin:

Jacqui Schraad, Executive Director
jacqui@preservationaustin.org
P.O. Box 2113
Austin, TX 78768
512-474-5198

Insurance:

A certificate of additionally insured will be provided for our Umbrella Liability policy for \$2,000,000. This has been requested by Preservation Austin's Executive Director through the organization's agent with Gammon Insurance.

Estimated Attendees:

Previous dinners have had approximately 100 attendees. We are aiming for 150-200 attendees this year.

Concessionaires/Vendors: No food or beverage will be directly sold to attendees on site. Dinner and drinks (beer and wine) are provided as part of the purchase of the ticket. Catering will be paid for by Inherit Austin/Preservation Austin. We have not signed a contract with a caterer yet, but will use a local company. We can provide that information once a contract has been signed. Beer and wine will either be donated to or purchased for the event by Inherit Austin/Preservation Austin. Servers for food and beverages will be provided by the catering company and will include TABC-certified staff for drink service.

Tables, chairs, and other rental equipment are provided to Inherit Austin/Preservation Austin as an in-kind donation from Austin World of Rentals. Austin World of Rentals will deliver and pick-up equipment on the day of the event, and Inherit Austin volunteers will set-up the event.

Special Requests: Inherit Austin is aware that the park usually closes at dark and that alcohol is not usually allowed in park facilities. We are prepared to follow all necessary requirements regarding those special requests.

We would like to park a period car on the bridge as part of the event décor. The car would be moved onto the bridge during set-up and moved off after the event, and would not be moved while people are occupying the bridge.

Our rental vendor has also enquired about the possibility of driving their delivery truck onto the bridge to facilitate the movement of tables and chairs.

We have discussed renting a portable toilet to place at the southern end of the bridge, so that some of our patrons do not have to travel as far to reach the park restrooms. We are happy to do that if the county thinks it's appropriate for the number of guests we hope to have. We are also happy to provide trashcans for use of the caterers on the bridge and our volunteers will assist in cleaning up the bridge fully at the close of the event.

Site Visit: Members of our committee met with Travis County Parks staff in May to discuss logistics of the event. We are happy to have additional meetings as deemed necessary.

MultiCover^{fl} - CG 71 58 12 07

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
 - a. There is no other similar insurance available to that organization; and
 - b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
 - c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and

(3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

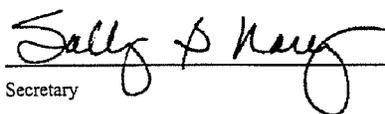
2. Additional Insured

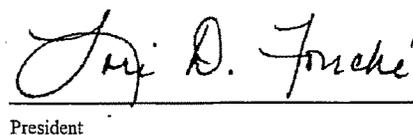
SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

e. Any person or organization is included as an additional insured, but only to the extent such person or organization is held liable for **bodily injury, property damage** or **personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such insured, all of the following additional provisions apply:

- (1) You and such person or organization have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
- (2) The **bodily injury, property damage** or **personal and advertising injury** for which said person or organization is held liable occurs subsequent to the execution of such **insured contract**;

This Form must be attached to Change Endorsement when issued after the policy is written.
One of the Fireman's Fund Insurance Companies[®] as named in the policy


Secretary


President

- (3) The most we will pay is the lesser of either the Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
- (4) Such person or organization is an insured only with respect to:
 - (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**;
- (5) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
 - (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on

behalf of the additional insured at the site of the covered operations, has been completed;

- (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project;
- (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (6) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications;
 - (b) Supervisory, inspection, architectural, or engineering services.

However, if an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.e. does not apply to such person or organization.

3. Additional Insured - Vendors

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury** or **property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:
 - (1) The insurance afforded the vendor does not apply to:

- (a) **Bodily injury or property damage** for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - (b) Any express warranty unauthorized by you;
 - (c) Any physical or chemical change in the product made intentionally by the vendor;
 - (d) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - (f) Demonstration, installation, servicing or repair operations, except such operations performed by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) **Bodily injury or property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products or any ingredient, part or container, entering

into, accompanying or containing such products.

However, if an Additional Insured - Vendors endorsement is attached to this policy that specifically names a person or organization as an insured, then this subsection 2.f. does not apply to that person or organization.

4. **Additional Insured - Limited Primary and Non-contributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover ^{fl} endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance. This provision does not apply to other insurance to which such additional insured has been added as an additional insured.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
- b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 120 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 120 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

A. **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1. Rented to you;
- 2. Temporarily occupied by you with the permission of the owner; or
- 3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

B. **SECTION III - LIMITS OF INSURANCE**, item 6., is deleted and replaced by the following:

- 6. Subject to 5. above, the Damage to Premises Rented To You Limit shown

in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, 4. Other Insurance, b. Excess Insurance, (1), items (b) and (c), are deleted and replaced by the following:

- (b) That is Fire, Explosion, Sprinkler Leakage, or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

D. **SECTION V - DEFINITIONS**, 9. **Insured Contract**, item a., is deleted and replaced by the following:

- (a) A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. **Non-Owned or Chartered Watercraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. **Chartered Aircraft**

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. **Coverage Territory - Broadened**

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands, and the British Virgin Islands;

13. **Personal and Advertising Injury - Contractual**

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. **Fellow Employee Coverage**

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. **Bodily Injury Definition - Broadened**

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. **Expected or Intended Injury - Amendment to Exclusion**

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. **Expected or Intended Injury**, is deleted and replaced by the following:

a. Expected or Intended Injury

Bodily injury or property damage expected or intended from the standpoint of the insured.

This exclusion does not apply to **bodily injury or property damage** resulting from the use of reasonable force to protect persons or property.

17. Unintentional Failure to Disclose Hazards

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

- d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. Supplementary Payments - Increased Limits

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

- b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or suit, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

- (1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

- (a) You, if you are an individual;
- (b) Your partner or member, if you are a partnership or joint venture;
- (c) Your member, if you are a limited liability company;
- (d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or
- (e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

- (2) To the extent possible, notice should include:

- (a) How, when and where the **occurrence** or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. Non Employment Discrimination Liability

Unless **personal and advertising injury** is excluded from this policy the following applies:

- A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

- B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

- C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- p. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- q. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- r. **Discrimination**, if insurance thereof is prohibited by law; or
- s. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**

21. Medical Payments

Unless **COVERAGE C MEDICAL PAYMENTS**, or the **products-completed operations hazard** has been excluded from this policy the following applies:

- A. SECTION I - COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, 2. Exclusions, item f., is deleted and replaced by the following:

- f. **Products-Completed Operations Hazard**

- Included within the **products-completed operations hazard**. However, this exclusion does not apply to expenses for dental services.

- B. Section I - COVERAGES, **COVERAGE C MEDICAL PAYMENTS**, is amended to include item 3. as follows:

- 3. Limit of Insurance

- The Medical Expense Limit of Insurance shall be the greater of:

- a. \$20,000 Any One Person; or
 - b. The amount shown in the Declarations.

ORIGINAL

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 Preservation Austin, a Texas non-profit corporation ("Licensee").

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that Travis County park known as Richard Moya Park (the "County Park") for the purpose of holding the "Somewhere in Time Dinner", Inherit Austin's non-profit fundraiser for preserving Austin's architectural and cultural past (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 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 Moore's Crossing Bridge, 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. Closure of the park to the general public will not be necessary; however Moore's Crossing Bridge, a pedestrian bridge, will be closed to the public for the Event.

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 3:00 p.m. Sunday, September 29, 2013 until 10:00 p.m. Sunday, September 29, 2013 (the "License Term"). The License Term expressly includes the right to remain in the County Park beyond normal operating hours, 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 Staff as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement.

3.3 With respect to any additional expenses incurred by County above the expenses set forth herein, County shall invoice Licensee for the actual costs so incurred, and Licensee shall remit payment to County for the invoice amounts within thirty (30) days of receipt of invoice(s).

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits, 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.

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: Preservation Austin, Inc.
 Jacqui Schraad
 P.O Box 2113
 Austin, Texas 78768
 512-921-2255

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:

PRESERVATION AUSTIN, INC.
a Texas non-profit corporation

By: *Jaqueline Schraad*
Jaqui Schraad,

Title: Executive Director

Date: 8-22-13

EXHIBIT A
Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER William Gammon Insurance A Higginbotham Company 1615 Guadalupe Austin TX 78701		CONTACT NAME: Ruth Troast PHONE (A/C No. Ext): 512-477-6745 FAX (A/C No.): 512-469-0443 E-MAIL ADDRESS: genmail@gammoninsurance.com	
INSURED Preservation Austin, Inc. P. O. Box 2113 Austin TX 78767		INSURER(S) AFFORDING COVERAGE	
		INSURER A: American Automobile Insurance Compa	NAIC # 21849
		INSURER B: Hartford Underwriters Ins Co	NAIC # 30104
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 1125078143 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INBR LTR	TYPE OF INSURANCE	ADDL SUBR INBR / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC		891MXG80948824	2/22/2013	2/22/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		891MXG80948824	2/22/2013	2/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0		CGU00024313793	2/22/2013	2/22/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	55WECGH0686	4/21/2013	4/21/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status and General Liability, Automobile Liability and Workers' Compensation policy includes a blanket waiver of subrogation endorsement to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER Travis County Attn: Tenley Aldredge, Asst. County Attorney 314 W. 11th Street Austin TX 78701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number:

Roger Jefferies, County Executive, JPS, (512) 854-4759

Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, JPS, (512) 854-4759

A handwritten signature in blue ink, appearing to be "RJ", is written over the text of the "Elected/Appointed Official/Dept. Head" line.

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE PURCHASE OF SOFTWARE FOR THE TECHSHARE COURT PROJECT IN CONNECTION WITH THE PURCHASE OF AMCAD ENTERPRISE SOFTWARE LICENSE UNDER THE CONFERENCE OF URBAN COUNTIES TECHSHARE PROGRAM

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo.

STAFF RECOMMENDATIONS:

Staff recommends approval of the purchase of software in connection with AMCAD Statewide Enterprise License. Please see attached memo.

ISSUES AND OPPORTUNITIES:

Please see attached memo.

FISCAL IMPACT AND SOURCE OF FUNDING:

Travis County's share of the cost of the software in connection with the AMCAD Statewide Enterprise License Fee is \$1,095,301.20 in FY 2014.

REQUIRED AUTHORIZATIONS:

PBO

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

ATTACHEMENTS:

Memo to the Commissioners Court dated September 4, 2013

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



JUSTICE & PUBLIC SAFETY DIVISION

Roger Jefferies, County Executive

P.O. Box 1748 Austin, Texas 78767 Phone (512) 854-4415 Fax (512) 854-4417

Criminal Justice Planning
Roger Jefferies
(512) 854-4415

Counseling & Education Services
Caryl Colburn
(512) 854-9540

Juvenile Public Defender
Kameron D. Johnson
(512) 854-4128

To: Sam Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

From: Roger Jefferies, County Executive, Justice and Public Safety 

Date: September 4, 2013 (Updated from memo dated August 27th)

SUBJECT: CONSIDER AND TAKE APPROPRIATE ACTION ON THE PURCHASE OF SOFTWARE FOR THE TECHSHARE COURT PROJECT IN CONNECTION WITH THE PURCHASE OF AMCAD ENTERPRISE SOFTWARE LICENSE UNDER THE CONFERENCE OF URBAN COUNTIES TECHSHARE PROGRAM

Travis County currently participates in the Texas Conference of Urban Counties' (CUC) TechShare program. TechShare allows member counties to collaborate on information technology projects and leverage resources to realize economies of scale and cost savings. Travis County is currently participating in these active TechShare projects:

- TechShare.Prosecutor Development Project;
- TechShare.Court Development Project;
- TechShare Project for Justices of the Peace;

And prospectively:

- TechShare Juvenile Case Management System

In 2012, Travis County entered into an Interlocal Agreement and participated in a planning project that resulted in a contract for the licensing and development of the TechShare.Court software using the AMCAD Court Case Management System and the ROAM business analysis software as the platform for a new criminal court case management system for the County. As part of the project,

Travis County has already secured a standard license for the AMCAD and ROAM software that allows the system to be implemented in any trial court in the County. In addition, Travis County is actively participating with Tarrant and Dallas Counties in defining, designing and developing the extensions of the software that will make it a state-of-the-art system that can be used in any trial court in Texas. The total budget for the TechShare.Court Development Project is \$16,674,180, of which Travis County's share is \$3,275,356.

As part of the contract with AMCAD, Travis, Tarrant and Dallas Counties have the option to purchase the software source code for the new TechShare.Court project and to permit the use of the software in any trial court in Texas through this enhanced ownership. This enhanced ownership will allow Travis County to recover a significant portion of their investment in the TechShare.Court software. Once the three counties have exercised the option to own the source code by expanding their license for the Texas "enterprise," all future license fees paid by any city or county in Texas will return to the three funding counties.

It was originally contemplated that the counties would exercise the option to obtain the source code and enterprise license in FY 2015. AMCAD, the vendor supplying the software, is offering a discount if the counties will consider exercising the option earlier in the project and contract timeline.

The purpose of this briefing is to request Commissioners Court to include in the Fiscal Year 2014 Budget the funds necessary to enhance ownership to include ownership of software source code and the enterprise license which will allow unlimited use of the software in any trial courts in Texas, with future license fees returning to the three participating counties.

Operational Impact

Acquisition of Source Code

With a standard license for a commercially available software product, Travis County does not have access to the source code that is used to develop, enhance and maintain the software product. Travis County can be locked into a maintenance and support contract that limits the ability of the County to "control its future destiny" while the vendor makes decisions about maintenance fees, priorities for enhancements and even costs for future upgrades on the software.

Under the provisions of the optional enterprise license that can be extended to Travis County through the Urban Counties agreement with AMCAD, the County will:

- Obtain ownership of the software source code;
- Obtain ownership of all future updates to the source code made by AMCAD as long as the County participates in the annual maintenance program;
- Have the option to certify Travis County technical staff in the technical programming of the software through a training program offered at no additional cost through the Urban Counties;
- Participate in a carefully constructed collaborative software development process that will ensure that Travis County priorities can be addressed despite AMCAD's software enhancement and maintenance priorities; and
- Secure the option to independently enhance, operate and maintain the software at any future time either through a collaborative venture with the other participating counties or independently as Travis County priorities and needs require.

License for any Trial Court in Texas

Once the optional enterprise license agreement is approved by the participating counties, the TechShare.Court software will be available for use in any trial court in any jurisdiction within the State of Texas. AMCAD will continue to market the software, respond to county procurement requests and sell the software on behalf of the funding counties; Travis, Tarrant and Dallas. License fees will continue to be paid by new cities or counties as they license the TechShare.Court software. All new license fees will return to Travis, Tarrant and Dallas Counties through the Urban Counties as specified in the optional enterprise license agreement.

The optional enterprise license agreement provides Travis, Tarrant and Dallas Counties with the opportunity to recover a major portion of their expenses in the licensing, definition, design and development of the TechShare.Court system.

Schedule for Exercising the Optional Enterprise License Agreement

According to the current contract between the Urban Counties and AMCAD, the option to exercise the enterprise license is available for up to twelve (12) months from the time TechShare.Court software development is complete. TechShare.Court software development is scheduled to be completed in October 2014. The option to obtain the enterprise license extends through County Fiscal Year 2015.

Cost for Exercising the Optional Enterprise License Agreement

According to the current contract between the Urban Counties and AMCAD, the cost for the option to exercise the enterprise license that includes both the court system and the business analysis software is \$6,576,890. The cost is to be shared among the three participating counties based on population. Travis County's share of the enterprise license is expected to cost \$1,291,701.20.

Financial Incentive Offered by AMCAD

AMCAD is a financially healthy, rapidly growing company that is privately owned. Through the agreement with the Urban Counties, AMCAD has willingly shared its audited financial statements with the Urban Counties. Travis, Tarrant and Dallas Counties have access to this information through the project governance committees, the TechShare Oversight Committee and the TechShare.Court Stakeholder Committee.

As a rapidly growing, privately held company, AMCAD is seeking ways to raise capital that do not impact the ownership structure of the firm. In an effort to expand the capital available to support the company's growth, AMCAD is offering the participating counties with an incentive to exercise the option to obtain the enterprise license earlier than described in the Urban Counties Agreement. If the counties will agree to fund the optional Enterprise license in October of 2013, AMCAD will discount the license fee by \$1 million to \$5,576,890, reducing Travis County's share of the fee to \$1,095,301.20 as savings of \$196,900. Tarrant and Dallas Counties will benefit proportionally.

Once the three counties agree to exercise the optional enterprise license, all future license fees collected from cities and counties in Texas will flow through the Urban Counties to Travis, Tarrant and Dallas Counties, in proportion to their payment amounts for the combined enterprise license fee.

Benefits to Travis County

The optional enterprise license agreement offers these benefits to the County:

- Immediate access to and ownership of the software Source Code for the TechShare.Court system for use in Texas;
- Guarantees that Travis County can control its future destiny for the TechShare.Court software by holding and retaining the source code and all updates under a collaborative maintenance program;
- Payback for Travis County's costs in participating in the TechShare.Court Development Project in way of License Fees paid by other cities and counties who want to use either the AMCAD or the TechShare.Court software in trial courts;
- Opportunity to certify Travis County Information Technology staff in the technical programming of the TechShare.Court software; and
- Savings of \$196,400 to the cost of exercising this option.

Next Steps

Including Travis County's share of the optional enterprise license fee in the Fiscal Year 2014 budget is the first step in obtaining the benefits available under the expanded license agreement. Once the counties agree to include the fee in their respective budgets, the Urban Counties can finalize the terms and conditions of the Enterprise license agreement with review and input from the participating counties. Assuming that the Urban Counties and AMCAD are able to offer terms that meet Travis, Tarrant and Dallas Counties' requirements, the Commissioners Courts will be asked to approve the exercise of the optional enterprise license in October 2013.

Fiscal Impact

The proposed amount for the optional Enterprise Software License for the TechShare.Court software based on the AMCAD Court Case Management System and ROAM Business Analysis Software is \$1,095,301.20. All three counties are expected to participate in funding the optional enterprise license, that is, Travis, Tarrant, and Dallas Counties. The cost allocation for early exercise of the option for the enterprise license is shown in the table below.

Cost Allocation – Travis, Tarrant and Dallas Counties Participating

			Contract Amount - Planned for FY 2015	Discounted Amount: Full Payment October 2013	Savings
Enterprise License			\$ 6,576,890.00	\$ 5,576,890.00	\$ 1,000,000.00
Dallas	47.37%		\$ 3,115,472.79	\$ 2,641,772.79	\$ 473,700.00
Tarrant	32.99%		\$ 2,169,716.01	\$ 1,839,816.01	\$ 329,900.00
Travis	19.64%		\$ 1,291,701.20	\$ 1,095,301.20	\$ 196,400.00
	100.00%		\$ 6,576,890.00	\$ 5,576,890.00	\$ 1,000,000.00

Potential License Fee Payment to Travis, Tarrant and Dallas Counties in Fiscal Year 2014

AMCAD estimates and the Urban Counties verifies that up to \$2,740,000 in license fee payments could be collected from other cities and counties in Texas who elect to license the TechShare.Court software through AMCAD in Fiscal Year 2014. Counties and cities that are considering AMCAD's software include, but are not limited to:

- Harris County JP Courts
- El Paso Municipal Court
- Corpus Christi Municipal Court
- Webb County, TX
- Jim Wells County, TX
- Kleburg County, TX
- Maverick County, TX

Legal Impact

No legal impact related to this agenda item.

Recommendation

It is recommended that Commissioners Court approve the addition of \$1,095,301.20 to the Fiscal Year 2014 budget in anticipation that the County may elect to approve participation in the optional enterprise license agreement for the TechShare.Court software provided by the Urban Counties and AMCAD in October 2013. Please note that PBO is exploring the possibility of using Certificates of Obligation to fund the purchase of the enhanced ownership described above and other TechShare expenditures.



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number: Juanita Jackson – 854-4467

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 transfer of funds from FY 2013 general fund Home Repair Program to Allocated Reserve and to allocate those funds to the Fiscal Year 2014 general fund Home Repair Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached memo

STAFF RECOMMENDATIONS:

Staff recommends approval of this item.

ISSUES AND OPPORTUNITIES:

See attached memo

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached memo

REQUIRED AUTHORIZATIONS:

- Leslie Browder, County Executive, Planning and Budget Office
- Cyd Grimes, CPM, Travis County Purchasing Agent
- Nicki Riley, CAP, CMA, Travis County Auditor
- Patty Lennon, Financial Analyst, Travis County Auditor's Office
- Aerin Toussaint, Analyst, Planning and Budget Office
- Sherri Fleming, County Executive, HHSVS
- Deborah Britton, Director, Community Services Division
- Kathleen Haas, Finance Manager, HHSVSI

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Agenda in the County Judge's office, Agendar@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**

100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767

Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-2197

MEMORANDUM

Date: September 3, 2013

To: Members of the Commissioners Court

From: *Sherri E. Fleming*
Sherri E. Fleming, Executive Manager
Travis County Health and Human Services and Veterans Service

Subject: Request to utilize surplus General Fund Home Repair funds from Fiscal Year 2013 in Fiscal Year 2014.

Proposed Motion:

Consider and take appropriate action to approve the transfer of funds from FY 2013 general fund Home Repair Program to Allocated Reserve and to allocate those funds to the Fiscal Year 2014 general fund Home Repair Program.

Summary and Staff Recommendation:

The general fund Home Repair program will have \$ 74,000.00 remaining in fiscal year 2013. The Department recommends that this funding be used in FY 2014 to increase the number of homes receiving home repair services including on-site wastewater disposal system (septic) repair or replacement. This will also expand services on homes that receive grant-funded weatherization services. Contracted services that will be provided include Roofing, Plumbing, Electrical, and Septic. Additionally, general construction services for health and safety and accessibility improvements such as the installation of handicap ramps will also be implemented. This funding also supports our

grant programs as some of the homes served by the grants must have home repair prior to them being qualified for weatherization services

Issues and Opportunities:

Due to the significant amount of funding available staff recommends that we are allowed to use these funds to reduce our waiting list, to serve more qualified Travis County residents that have requested services, and to address health and safety issues related to failed on-site waste water disposal systems. This would also be consistent with using the funds as they were intended.

Background:

Housing Services has been a successful program within TCHHVS for many years and have provided home repair and weatherization services throughout the Travis County community.

Budgetary and Fiscal Impact:

Funding is available within the Health and Human Services and Veterans Service budget in the amount of \$ 74,000.00. This funding is available in the general fund budget due to the timing of when reclassifications of general fund expenditures were processed to the grant accounts for reporting purposes.

cc: Leslie Browder, County Executive, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Nicki Riley, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Aerin Toussaint, Analyst, Planning and Budget Office
Sherri Fleming, County Executive, HHS/VS
Deborah Britton, Division Director, Community Services
Kathleen Haas, Finance Manager, HHSVS



Travis County Commissioners Court Agenda Request

Meeting Date: 09/10/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 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 related special budgets, and permissions to continue:

- A. Annual application to the Corporation for National and Community Service for the Coming of Age grant program in Health and Human Services and Veterans Service Department;
- B. Annual contract with the National Highway Traffic Safety Administration for an Underage Drinking Prevention Program in the County Attorney's Office; and
- C. Permission to continue the Adult Probation Driving While Intoxicated Court grant program in Community Supervision and Corrections Department until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A & B are annual renewal applications/contracts. Item C is a request to continue a grant in CSCD until a contract can be executed.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item A and B require a match, which is met through internal departmental resources. Item C requires the County to advance the funding, but reimbursement is expected from the grant.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

9/10/2013

Created on 09-05-13 at 4:11

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2013

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 #
A	158 Coming of Age (CNCS)	04/01/14 - 03/31/15	\$50,495	\$218,212	\$0	\$0	\$268,707	4.00	R	MC	11
Contracts											
B	119 Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	R	MC	51
<i>* Amended from original.</i>											
Permission to Continue											
Dept.	Grant Title	Grant Term on Application	Personnel Cost	Operating Cost	Total Request	Filled FTE	Expiration Date	Notes	Auditor's Assessment	Page #	
C	137 Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	R	MC	84	

PBO Notes:

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

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

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

**FY 2013 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, 2012, 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	Created
119	Underage Drinking Prevention Program	10/01/13 - 09/30/14	\$161,204	\$0	\$35,951	\$55,000	\$252,155	3.00	11/6/2012	09-02-13 at 13:03
124	Formula Grant- Indigent Defense Grants Program	10/01/12 - 09/30/13	\$441,998	\$0	\$0	\$0	\$441,998	-	11/27/2012	
145	Juvenile Treatment Drug Court	9/30/2013- 9/29/2014	\$199,970	\$0	\$0	\$0	\$199,970	-	1/8/2013	
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/13 - 08/31/14	\$61,334	\$6,814	\$0	\$0	\$68,148	-	1/22/2013	
147	Emergency Management Performance Grant	10/01/12 - 09/30/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	2/5/2013	
137	TCSO Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	2/5/2013	
137	TxDOT Impaired Driving Mobilization	03/1/13 - 09/30/13	\$16,906	\$5,684	\$0	\$0	\$22,590	-	2/5/2013	
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$233,124	\$0	\$0	\$0	\$233,124	2.00	2/19/2013	
124	Veterans Commission Grant	07/01/13 - 06/30/14	\$49,470	\$0	\$0	\$0	\$49,470	-	2/19/2013	
139	Travis County Adult Probation DWI Court	09/01/13 - 08/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	2/19/2013	
145	The Eagle Soars: An Educational and Career Development Program	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	2/19/2013	
145	Enhancing Services for Victims of Crime	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.00	2/19/2013	
145	Drug Court & In-Home Family Services	09/01/13 - 08/31/14	\$181,000	\$20,111	\$0	\$0	\$201,111	0.23	2/19/2013	
142	Drug Diversion Court	09/01/13 - 08/31/14	\$155,838	\$0	\$0	\$0	\$155,838	2.00	2/19/2013	
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$143,438	\$0	\$0	\$0	\$143,438	1.00	2/26/2013	
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,954	\$34,053	\$0	\$17,088	\$136,095	1.77	2/26/2013	

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$193,808	\$0	\$0	\$0	\$193,808	0.50	2/26/2013
158	Parenting in Recovery II*	09/30/12 - 09/29/13	\$625,747	\$0	\$268,195	\$0	\$893,942	1.00	2/26/2013
145	IMPACT: Investing in Minds to Prepare for A Career in Technology	10/1/13 - 09/30/14	\$416,327	\$0	\$0	\$0	\$416,327	1.00	3/5/2013
137	K9s4COPs	04/01/13 - 09/30/13	\$12,000	\$0	\$0	\$0	\$12,000	-	3/26/2013
145	Leadership Academy	10/01/13 - 09/30/14	\$143,665	\$47,888	\$0	\$0	\$191,553	1.75	3/26/2013
145	FRESH Youth (Finding Regionally Sourced Food for High-Risk Youth)	11/01/13 - 10/31/14	\$45,000	\$15,000	\$0	\$0	\$60,000	-	4/16/2013
157	NEH Preservation Assistance for Smaller Institutions	05/01/14 - 08/01/14	\$6,000	\$0	\$0	\$0	\$6,000	-	4/16/2013
137	State Criminal Alien Assistance Program - SCAAP 13	07/01/11 - 06/30/12	\$40,568,231	\$0	\$0	\$0	\$40,568,231	-	4/16/2013
137	SCATTIF Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$1,001,869	\$134,184	\$258,235	\$0	\$1,394,288	12.00	4/30/2013
145	Taking the Smart Path: Enhancing Assessment and Training to Address Youths' Needs	10/01/13 - 09/30/16	\$644,987	\$0	\$0	\$0	\$644,987	-	4/30/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$28,129	\$0	\$112,129	1.00	5/7/2013
123	Victim Coordinator and Liaison Grant	09/01/13 - 08/31/15	\$84,000	\$0	\$0	\$0	\$84,000	-	5/14/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- HAZmat ID	10/01/13 - 11/30/14	\$22,500	\$0	\$0	\$0	\$22,500	-	5/21/2013
147	FY13 Homeland Security Grant Program / State Homeland Security Program (SHSP)- GASID	10/01/13 - 11/30/14	\$9,500	\$0	\$0	\$0	\$9,500	-	5/21/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	5/28/2013
145	National School Lunch/Breakfast Program & USDA School Commodity Program	09/30/13 - 09/29/14	\$307,204	\$0	\$0	\$0	\$307,204	-	6/4/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	The Eagle Soars: An Educational and Career Development Program*	09/01/13 - 08/31/14	\$115,955	\$0	\$0	\$0	\$115,955	-	6/11/2013
120	Verifying UOCAVA Ballot Inclusion in Election Results	09/01/13 - 11/30/14	\$4,183,575	\$0	\$0	\$0	\$0	1.00	6/18/2013
120	Electronic Transmission of Ballot Portal	09/01/13 - 11/30/14	\$19,950	\$0	\$0	\$0	\$0	-	6/18/2013
145	Enhancing Supervision, Security, and Policies to Ensure Youth Safety	10/01/13 - 09/30/15	\$250,000	\$262,446	\$0	\$0	\$512,446	3.15	7/2/2013
135	Accessible Parking Awareness Campaign	10/01/13 - 03/31/14	\$37,125	\$12,375	\$0	\$0	\$49,500	0.50	7/9/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	\$21,432	\$0	\$0	\$0	\$21,432	-	7/16/2013
158	Emergency Food and Shelter Program, Phase 31	04/01/13 - 03/31/14	\$25,000	\$0	\$0	\$0	\$25,000	-	7/23/2013
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/13 - 08/31/14	\$641,481	\$131,022	\$254,949	\$0	\$1,027,452	11.00	7/30/2013
158	Coming of Age (DADS)	09/01/13 - 03/31/14	\$14,282	\$14,282	\$0	\$0	\$28,564	-	8/13/2013
			\$52,185,488	\$1,029,802	\$880,098	\$72,088	\$49,963,951	50.90	

*Amended from original agreement.

**FY 2013 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, 2012.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	Created
145	Travis County Eagle Resource Project	09/01/12 - 08/31/13	\$29,930	\$0	\$0	\$0	\$29,930	-	10/2/2012	09-01-13 at 10/2/2012
145	Trama Informed Assessment and Response Program	09/01/12 - 08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	10/2/2012	09-01-13 at 10/2/2012
137	Sheriff's Office Command and Support Vessel*	9/1/12-3/31/13	\$250,000	\$0	\$0	\$0	\$250,000	-	10/16/2012	09-01-13 at 10/16/2012
139	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	10/16/2012	09-01-13 at 10/16/2012
147	Emergency Management Performance Grant	10/01/11 - 03/31/13	\$71,221	\$71,221	\$0	\$0	\$142,442	-	10/16/2012	09-01-13 at 10/16/2012
119	Family Violence Protection Team*	10/1/2010 - 03/31/2012	\$699,507	\$168,239	\$0	\$0	\$867,746	4.50	10/23/2012	09-01-13 at 10/23/2012
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/23/2012	09-01-13 at 10/23/2012
145	Drug Court & In-Home Family Services	09/01/12 - 08/31/13	\$66,428	\$7,381	\$0	\$0	\$73,809	0.09	10/23/2012	09-01-13 at 10/23/2012
158	Comprehensive Energy Assistance Grant*	01/01/12 - 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	-	10/23/2012	09-01-13 at 10/23/2012
158	Low Income Home Energy Assistance Program (LIHEAP) Weatherization Program	04/01/12 - 03/31/13	\$817,334	\$0	\$0	\$0	\$817,334	-	10/23/2012	09-01-13 at 10/23/2012
124	Travis County Veterans' Court	09/01/12 - 08/31/13	\$186,000	\$0	\$0	\$0	\$186,000	2.00	10/30/2012	09-01-13 at 10/30/2012
142	Drug Diversion Court	09/01/12 - 08/31/12	\$132,585	\$0	\$0	\$0	\$132,585	1.00	10/30/2012	09-01-13 at 10/30/2012
158	Parenting in Recovery II	09/30/12 - 09/29/13	\$500,000	\$0	\$214,286	\$0	\$714,286	2.00	11/6/2012	09-01-13 at 11/6/2012
158	Targeted Low Income Weatherization Program (TLIWP)	10/01/12 - 12/31/12	\$42,061	\$0	\$0	\$0	\$42,061	-	11/6/2012	09-01-13 at 11/6/2012
158	Seniors and Volunteers for Childhood Immunization (SVCI)	09/01/12 - 08/31/13	\$8,845	\$0	\$0	\$0	\$8,845	0.14	11/20/2012	09-01-13 at 11/20/2012
158	Coming of age (DADS)	09/01/12 - 08/31/13	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/20/2012	09-01-13 at 11/20/2012

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
158	DOE Weatherization Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	11/20/2012
158	Atmos Energy Share the Warmth	11/01/12 - 10/31/13	\$13,188	\$0	\$0	\$0	\$13,188	-	11/20/2012
139	Travis County Adult Probation DWI Court	09/30/12 - 09/29/13	\$206,515	\$0	\$0	\$0	\$206,515	2.85	11/27/2012
137	State Criminal Alien Assistance Program- SCAAP 12	07/01/10 - 06/30/11	\$492,999	\$0	\$0	\$0	\$492,999	-	11/27/2012
147	"Remembering When" Scholarship	12/02/12 - 11/01/13	\$4,000	\$0	\$0	\$0	\$4,000	-	11/27/2012
158	Comprehensive Energy Assistance Program (CEAP)*	1/1/12- 12/31/12	\$4,546,172	\$0	\$0	\$0	\$4,546,172	4.00	12/4/2012
145	National School Lunch/Breakfast Program*	7/1/12- 6/30/13	\$217,219	\$0	\$0	\$0	\$217,219	-	12/4/2012
158	Title IV-E Child Welfare Services	10/01/12 - 09/30/13	\$36,488	\$81,190	\$0	\$0	\$117,678	-	12/11/2012
137	2012 Byrne Justice Assistance Grant	10/01/12 - 09/30/15	\$86,000	\$0	\$0	\$0	\$86,000	-	12/18/2012
158	2012 Phase 30 Emergency Food and Shelter Program	04/01/12 - 03/31/13	\$25,000	\$0	\$0	\$0	\$25,000	-	12/18/2012
140	Safe Havens: Supervised Visitation and Safe Exchange program*	10/1/10- 9/30/13	\$400,000	\$0	\$0	\$0	\$400,000	-	12/28/2012
145	Juvenile Front End Therapeutic Services Program*	09/01/11- 08/31/12	\$17,617	\$0	\$0	\$0	\$17,617	-	1/22/2013
145	Residential Substance Abuse Treatment Program*	10/01/11 - 09/30/12	\$132,063	\$47,512	\$0	\$0	\$179,575	1.00	1/22/2013
145	Eagle Resource Project*	09/01/11- 08/31/12	\$34,628	\$0	\$0	\$0	\$34,628	-	1/22/2013
137	Sheriff's Office Command & Support Vessel*	09/01/12 - 06/30/13	\$250,000	\$0	\$0	\$0	\$250,000	-	1/29/2013
137	2010 UASI-Tactical Response Vehicle*	08/01/2010 - 07/31/12	\$475,000	\$0	\$0	\$0	\$475,000	-	2/12/2013
147	2010 HSGP _ Travis County Haz. Mat. Detection and Decontamination Equipment and Related Maintenance*	08/01/2010 - 07/31/12	\$39,938	\$0	\$0	\$0	\$39,938	-	2/12/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
155	Justice Reinvestment Initiative	03/01/13 - 02/28/15	\$300,000	\$0	\$0	\$0	\$300,000	-	2/19/2013
147	2010 UASI Chemical Biological Radiological Nuclear Explosive (CBRNE) Strike Team Coordinator*	08/01/10 - 12/31/12	\$250,000	\$0	\$0	\$0	\$250,000	1.00	2/26/2013
155	Justice Reinvestment Initiative (Arnold Foundation)	03/01/13 - 02/28/15	\$69,012	\$0	\$0	\$0	\$69,012	-	2/26/2013
159	Capital Area Trauma Regional Advisory Council	05/01/12 - 08/31/13	\$10,101	\$0	\$0	\$0	\$10,101	-	2/26/2013
158	Targeted Low Income Weatherization Program	03/01/13 - 11/30/13	\$54,850	\$0	\$0	\$0	\$54,850	-	4/9/2013
158	DOE Weatherization Assistance Program	04/01/12 - 03/31/13	\$60,471	\$0	\$0	\$0	\$60,471	-	4/9/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/13 - 06/30/14	\$35,000	\$0	\$0	\$0	\$35,000	0.65	4/16/2013
158	Basic Transportation Needs Fund Bus Pass Program	09/01/12 - 08/31/13	\$5,790	\$0	\$0	\$0	\$5,790	-	4/16/2013
158	Coming of Age (CNCS)	04/01/13 - 03/31/14	\$16,832	\$309,604	\$15,149	\$0	\$341,585	6.00	4/23/2013
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards	04/01/13 - 03/31/14	\$100,000	\$0	\$0	\$0	\$100,000	-	4/30/2013
158	Comprehensive Energy Assistance Program	01/01/13 - 12/31/13	\$2,637,219	\$0	\$0	\$0	\$2,637,219	4.00	4/30/2013
158	AmeriCorps*	08/01/12 - 07/31/13	\$291,671	\$487,203	\$0	\$0	\$778,874	31.00	5/21/2013
149	CAMPO Surface Transportation Program- Metropolitan Mobility; Blake-Manor Shared Use Path	05/21/13 - until complete	\$2,208,400	\$651,715	\$0	\$145,866	\$3,005,981	-	5/21/2013
147	Fire Mitigation Assistance Grant- Perdernalles Fire #2959	09/04/11	\$306,990	\$0	\$0	\$0	\$306,990	-	5/28/2013
147	Fire Mitigation Assistance Grant- Steiner Ranch Fire #2960	09/04/11	\$204,379	\$0	\$0	\$0	\$204,379	-	5/28/2013
158	Comprehensive Energy Assistance Program #58120001710	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	-	5/28/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
147	Fire Mitigation Assistance Grant- Hodde Lane Fire #2957	09/04/11	\$20,951	\$0	\$0	\$0	\$20,951	-	6/11/2013
149	Pace Bend Park Low Water Boat Ramp	09/04/11	\$80,460	\$0	\$26,820	\$0	\$107,280	-	6/18/2013
158	Low Income Home Energy Assistance Program (LIHEAP)	04/01/13 - 03/31/14	\$823,394	\$0	\$0	\$0	\$823,394	-	7/23/2013
149	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	8/31/13 - 8/31/15	\$2,356,310	\$0	\$0	\$0	\$2,356,310	2.80	7/30/2013
149	LIRAP Local Initiative Projects (LIP) Counterfeit Motor Vehicle Inspection Program (CMVIP)	8/31/13 - 8/31/15	\$1,716,162	\$7,000	\$0	\$0	\$1,723,162	0.50	7/30/2013
117	Southeast Travis County Historical Survey	10/01/12 - 09/30/14	\$7,500	\$0	\$6,000	\$1,500	\$15,000	0.00	8/6/2013
137	Vision Summit	01/01/13 - 09/30/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	8/13/2013
158	Basic Transportation Needs Fund (Capital Metro Pass Program)	09/01/13 - 08/31/14	\$5,790	\$0	\$0	\$0	\$5,790	0.00	8/13/2013
158	Comprehensive Energy Assistance Program #58120001710*	04/01/13 - 07/31/13	\$1,263,589	\$0	\$0	\$0	\$1,263,589	4.00	8/20/2013
158	Comprehensive Energy Assistance Program #58130001651*	01/01/13 - 12/31/13	\$2,898,329	\$0	\$0	\$0	\$2,898,329	4.00	8/20/2013
158	AmeriCorps	08/01/13 - 07/31/14	\$298,671	\$500,191	\$0	\$0	\$798,862	31.00	8/20/2013
119	Other Victim Assistance Grant	09/01/13 - 08/31/13	\$42,000	\$0	\$13,236	\$0	\$55,236	1.00	9/3/2013
122	Texas Bar Historical Foundation	07/24/13 - comp.	\$2,829	\$0	\$0	\$0	\$2,829	0.00	9/3/2013
123	Title IV-E Legal Administration*	10/01/13 - 09/30/13	\$1,938,612	\$0	\$0	\$0	\$1,938,612	14.00	9/3/2013
158	Coming of Age	04/01/13 - 03/31/14	\$35,163	\$324,753	\$0	\$0	\$359,916	4.00	9/3/2013

*Amended from original agreement.

\$34,353,242 \$2,680,493 \$275,491 \$147,366 \$37,456,592 127.03

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	PTC Approval Date	Has the General Fund been Reimbursed?
137	Child Abuse Victim Services Personnel**	09/01/12 - 08/31/13	\$8,920	\$0	\$8,920	1.00	10/31/2012	8/14/2012	Yes
119	Family Violence Accelerated Prosecution Program	09/01/12 - 08/31/13	\$12,620	\$0	\$12,620	1.00	10/31/2012	8/21/2012	Yes
122	Family Drug Treatment Court	09/01/12 - 08/31/13	\$10,922	\$0	\$10,922	1.00	10/31/2012	8/28/2012	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	Yes
142	Drug Diversion Court	09/01/12 - 08/31/13	\$10,144	\$0	\$10,144	1.00	10/31/2012	8/28/2012	Yes
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	Yes
145	Residential Substance Abuse Treatment Program	10/01/12 - 09/30/13	\$15,046	\$0	\$15,046	1.00	12/31/2012	8/28/2012	Yes
158	Parenting in Recovery (PIR) FY 12	09/30/12 - 09/29/13	\$94,630	\$0	\$94,630	-	12/31/2012	9/25/2012	Yes
158	Parenting in Recovery (PIR) FY 13	09/30/12 - 09/29/13	\$84,756	\$0	\$84,756	-	12/31/2012	10/2/2012	Yes
158	Comprehensive Energy Assistance Program	1/1/2013- 12/31/2013	\$29,196	\$200,000	\$229,196	4.00	3/31/2013	1/8/2013	Yes
158	Low Income Home Emergency Program	04/01/13 - 03/31/14	\$0	\$100,000	\$100,000	-	6/30/2013	4/2/2013	No
158	Comprehensive Energy Assistance Program**	1/1/2013- 12/31/2013	\$29,196	\$300,000	\$329,196	4.00	6/30/2013	4/2/2013	Yes
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No

FY 2013 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed?
			Personnel Cost	Operating Transfer	Total Request				
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
Totals			\$927,727	\$607,300	\$1,535,027	128.50			



TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input checked="" type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	854-4277	

Grant Title:	Coming of Age (CNCS)		
Grant Period:	From: <input type="text" value="Apr 1, 2014"/>	To: <input type="text" value="Mar 31, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Corporation for National and Community Service (CNCS)		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 38,991	\$ 180,047	\$ 0	\$ 0	\$ 219,038
Operating:	\$ 11,504	\$ 38,165	\$ 0	\$ 0	\$ 49,669
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 50,495	\$ 218,212	\$ 0	\$ 0	\$ 268,707
FTEs:	0.45	3.55	0.00	0.00	4.00

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	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	PL	
County Attorney	<input checked="" type="checkbox"/>	MEG	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of volunteers referred to nonprofit organizations	3,732	800	800	800
2.	Number of elderly able to continue living in their own homes because of volunteer help	628	1000	1000	1000
3.	Number of agencies using volunteers as part of the effort to maintain services and programs	23	25	25	25
4.	Number of nonprofit organizations provided with training and technical assistance through the nonprofit support component of the Coming of Age program	9	30	30	30
+ - Measures for the Grant					
1.	Dept. measures and grant measures are the same	100%	70%	70%	70%
Outcome Impact Description		70% of organizations provided with Coming of Age volunteers rep			
2.		100%	75%	75%	75%
Outcome Impact Description		75% of clients served will remain in their homes			
3.		NA	80%	80%	80%
Outcome Impact Description		80% of organizations report that their capacity increased as a result			

PBO Recommendation:

HHSVS is requesting approval of a grant application that seeks to continue funding from the Corporation for National and Community Service (CNCS) for another year of the Coming of Age Austin Metro program. This is one of two grants this program receives. This grant requires a 30% match of \$21,641. In addition, CNCS requests that "excess amount" over and above the 30% match that is being used to support the program be reported. The County Cost Share column of the Grant Summary Sheet includes the required 30% match, as well as the excess amount.

This grant application does not include indirect costs. While the grant guidelines waive the requirement that indirect costs be included in the grant budget if the budget is less than \$50,000, this particular grant budget is only a little over that threshold.

PBO concurs with the department not including indirect costs in this grant application. PBO recommends approval of this application.

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

Coming of Age Austin Metro focuses on the skills available in both the Baby Boomer population as well as older retirees. Coming of Age volunteers focus on the following service areas: education, independent living, health and human services, volunteer mobilization and capacity building. Volunteers are able to explore their future, become community leaders, pursue lifelong learning, and engage in meaningful service. Activities these volunteers pursue include tutoring, mentoring, food distribution, caregiver services, health education, recruiting volunteers for nonprofit organizations, and coordinating fund-raising events for nonprofits.

Coming of Age receives two grants from the Corporation for National and Community Service (CNCS). The Coming of Age (CNCS) grant is for \$50,495 and the Coming of Age (DADS) grant is for \$24,484. These grant funds enhance an existing program.

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

The grant requires a 30% match of \$21,641. The General Fund budget allocated to the grant covers the match requirement. The General Fund would have to cover the grant-funded program if this grant is not renewed.

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

The grant requires a 30% match of \$21,641. This is more than covered by the current Coming of Age General Fund budget. No additional funds are required.

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

As mentioned in the answer to question #1, Coming of Age receives two grants from CNCS. The larger grant was reduced from \$63,119 in FY'11 to the current \$50,495. This 20% decrease has put an even greater strain on an already tight budget. Coming of Age is requesting not to include any indirect costs due to the funding decrease.

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

The Coming of Age program would have to seek funding from other sources, including the General Fund, if the Corporation for National and Community Service reduced or discontinued this grant.

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

NA.

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

This grant provides funding to help Coming of Age achieve the performance measures described on page 1. The grant measures are the same as the department measures.



**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
502 E. Highland Mall Blvd.
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
County Executive
for TCHHSVS
(512) 854-4100
Fax (512) 279-1608**

DATE: August 28, 2013

TO: Members of the Commissioners Court

FROM: *Sherri E. Fleming for Sherri Fleming*
Sherri E. Fleming
County Executive for Travis County Health and Human Services
and Veterans Service

SUBJECT: RSVP Grant Application to the Corporation for National and
Community Service

Proposed Motion:

Consider and take appropriate action to approve a \$50,495 grant application from Coming of Age to the Corporation for National and Community Service to provide funds for the RSVP program in FY'14.

Summary and Staff Recommendation:

Coming of Age administers the Retired and Senior Volunteer (RSVP) grant as a component of its overall program to offer civic engagement opportunities to older adults. Grant funds from the Corporation for National and Community Service (CNCS) and the Texas Department of Aging and Disability Services (DADS) make up approximately 16% of the Coming of Age departmental budget. The Travis County General Fund provides the other 84%.

TCHHSVS staff recommends approving this grant application.

Budgetary and Fiscal Impact:

The FY'14 application is for \$50,495. Travis County is required to provide a 30% (\$21,641) match. This is covered by the current departmental budget. No additional funds or staff are required.

Coming of Age receives two RSVP grants from the Corporation for National and Community Service (CNCS). A grant of \$50,495 comes directly from CNCS. Another CNCS grant of \$24,484 is passed through the Texas Dept. on Aging and Disability Services (DADS).

Issues and Opportunities:

The RSVP program within Coming of Age provides valuable services to the residents of Travis County in such areas as education, health and human services, volunteer mobilization and capacity building to improve the effectiveness of nonprofits.

Background:

RSVP is authorized by the Edward M. Kennedy Serve America Act to provide volunteer opportunities for adults 55 years old and older. CNCS has funded RSVP since 1975.

Coming of Age is committed to bringing together people of diverse backgrounds by maintaining a broad and inclusive set of organizational members and volunteer opportunities. Coming of Age is also committed to providing volunteer opportunities for those who may have physical challenges such as sight or hearing limitations or restricted mobility.

Cc: Deborah Britton, Division Director, Community Services, TCHHSVS
Fred Lugo, Manager, Coming of Age
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, Executive Manager, Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant, Travis County Purchasing Office

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Executive Summary

Travis County Health and Human Services & Veterans Services (TCHHS/VS) anticipates that 285 RSVP volunteers will serve in Travis County through its existing RSVP. This exceeds the minimum required number of volunteers of 168 by 70%. Proposed volunteer activities include: food delivery and transportation for older adults, managing volunteers and engaging in fundraising efforts to build capacity at nonprofit organizations, distributing information about the importance of childhood immunizations, and disaster response. The primary focus area of this project is Healthy Futures. At the end of the 3-year grant, 200 homebound or older adults and individuals with disabilities will report having increased social ties or perceived social support. The CNCS federal investment of \$50,495 will be supplemented by \$218,212 in non-federal resources.

Strengthening Communities

COMMUNITY DESCRIPTION AND DEMONSTRATED COMMUNITY NEED OF PRIMARY FOCUS AREA IN TRAVIS COUNTY

(AGING IN PLACE)

Travis County Health and Human Services & Veterans Services proposes Healthy Futures as its Primary Focus Area. RSVP volunteers will address two community need areas within this focus area: aging in place (independent living) and access to care.

Three primary factors support the need for independent living services in Travis County: older adult population growth and the related increase in demand for services, lack of transportation among older adults, and the risk of malnourishment among older adults.

According to the 2011 Census, 78,357 adults age 65 years and older live in Travis County. By 2016, the Texas State Data Center projects that the county's 65 and older population will grow by 30.8% to 102,513, twice the national rate. According to a series of articles on aging (April/May 2012) that appeared in the Austin American-Statesman, the demand for aging services in Travis County is outpacing supply among nonprofit agencies. Further, the Mayor's Task Force on Aging (Austin, Texas) is currently developing a plan of action to address the acute need facing the area's fast-growing population. While the plan has not been released yet, the Task Force acknowledges that a key issue of

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the plan will focus on the need for supportive services that permit seniors to remain living independently in their own homes.

In the spring of 2013, the Aging Services Council of Central Texas published "A Growing Senior Population in Central Texas: Opportunities and Needs" to provide statistics on and address issues related to Central Texas's aging population. The Council reported that 20% of central Texas residents 75 years and older do not own or drive a car and 18% report lacking transportation. Additionally, of older adults living in Travis County, an estimated 38% are malnourished or risk malnourishment, 13% report difficulty shopping for groceries because of health or physical problems, 6% report difficulty preparing their own meals, and 3% report not getting enough to eat on a typical day. The Council further stated that lack of transportation options and inadequate nutrition impacts independence for most older adults.

According to the Aging Services Council, seniors share a common goal to live independently and safely in their own homes for as long as possible. Major determinants of independent living include access to food/nutrition and access to transportation. Travis County RSVP will partner with nonprofit senior service providers, including Meals on Wheels & More and Faith in Action Caregivers, to engage volunteers in transportation and home-delivered meal programs to support independent living among Travis County's fast-growing, older adult population.

(ACCESS TO CARE)

Travis County RSVP will address health care access through its Volunteers for Childhood Immunization program.

In 2011, the Travis County Retrospective Immunization School Survey, conducted by the Texas Department of State Health Services (TDSHS), indicated that 68.8% of kindergarten students had completed the immunization series required for school.

The US Census Bureau reports that 78,882 children under the age of 5 currently live in Travis County. Using the Travis County immunization rate reported in the TDSHS survey, 24,611 children under the age of 5 are potentially at risk for serious disease.

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Another issue affecting the immunization rate in Travis County is conscientious exemption, a parental choice to not participate and/or delay the Center for Disease Control recommended immunization schedule. According to the Texas Annual Report of Immunization Status (issued by TDSHS), the number of conscientious exemptions has increased every year since they were allowed in 2003. TDSHS states that as the number of unvaccinated individuals increases, the risk of outbreak also increases should a vaccine-preventable disease be introduced into the population. Furthermore, Travis County is identified as one of only four counties in the state with the highest level of conscientious exemption rates.

TDSHS promotes following the recommended immunization schedule as the best way to keep children safe from certain diseases. They acknowledge that the complex task of increasing vaccine coverage levels cannot be accomplished without the nationally proven strategy of public education, particularly parent education, and other strategies including immunizations tracking and reminder systems.

Travis County RSVP will train volunteers to educate mothers of newborns at St. David's Hospital (Austin, Texas) about the importance of timely immunizations, will provide mothers with resource information including low-cost vaccination clinics, will track immunization due dates, will maintain contact with parents who enroll in a reminder system, and will provide follow-up with mothers enrolled to determine if the 2-year immunization series was completed. No other immunization service providers in Travis County administer this type of approach to healthcare access in the area of immunizations, or to increase the immunization rate.

SERVICE ACTIVITIES OF PRIMARY FOCUS AREA AND HOW THEY LEAD TO NATIONAL PERFORMANCE MEASURE OUTPUTS/OUTCOMES

(AGING IN PLACE)

Service activities to support independent living include transportation services to shopping and medical appointments, as well as home-delivered meals. These activities support achievement of Output H8 (number of homebound or older adults and individuals with disabilities receiving food, transportation, or other services that allow them to live independent) and Outcome H9 (number of homebound or

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older adults and individuals with disabilities who report having increased social ties/perceived social support). These services will be provided through participating organizations (volunteer stations) in Travis County that focus on supportive services for independent living.

Clients needing transportation services will be assigned to volunteers by case managers from Meals on Wheels & More and Faith in Action Caregivers. Volunteers will serve on request based upon their availability, and will transport clients in their own vehicles, or will run errands for the client and provide delivery to the client's home.

Clients may also request service via online databases (client tracking databases) maintained by each of the participating organizations. For those requesting service online, volunteers will view the client schedule and choose a route and client to assist. RSVP has obtained assurance from the participating organizations that online database information will be updated automatically to avoid duplication of volunteer assignments for transportation requests.

Volunteers providing home meal delivery will be assigned to clients by case managers from Meals on Wheels & More. During the Monday-Friday work week, volunteers will drive a weekly meal delivery route to an average of 8 clients during the noon hour. Volunteers driving on Fridays will deliver an extra meal for the weekend.

For both types of services, the volunteer and the participating organization will maintain an activity log documenting the number of individuals receiving services. Additional data will also be entered into the client tracking database.

(ACCESS TO CARE)

Childhood immunization service activities to support access to health care include materials development and information distribution. These activities, per definition by the Corporation for National and Community Service, are within the scope of preventive healthcare services and support the achievement of Output H2 (number of clients to whom information on health insurance, healthcare access and health benefits programs is delivered).

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Twice per month, RSVP volunteers will assist with the development of immunization materials about vaccination clinics, parental care during the immunization process, immunization record tracking cards, the importance of immunization, Texas' free immunization registry, and the recommended immunization schedule. At least once per week, trained RSVP volunteers serving 2-4 hour shifts will visit mothers of newborns at St. David's Hospital to provide them with materials about immunizations, educate them about the importance of childhood immunization, and enroll them in a postcard reminder program. Volunteers will also answer questions about immunizations and will provide families with information about immunization resources including lost-cost vaccination clinics. Volunteers will mail postcard reminders to enrolled mothers when their child is due for shots at 2, 4, 6, 12, and 18 months of age.

DATA COLLECTION PLAN AND INFRASTRUCTURE TO SUPPORT AND ENSURE NATIONAL PERFORMANCE MEASURE OUTCOMES AND OUTPUTS ARE MEASURED, COLLECTED AND MANAGED

(AGING IN PLACE)

The client tracking databases administered by the participating organizations will track the activity assignment of volunteers to clients. Additionally, RSVP volunteers will maintain a record of their service activity (time and clients served) and submit it monthly to the RSVP Independent Living Coordinator. The Independent Living Coordinator will meet with participating organizations four times per year to review and compare volunteer activity records maintained by the participating organization and by RSVP. Upon validation of the information, the data will be entered into an internal database system that generates the number of clients receiving services that allow them to live independently.

At the end of each grant contract year, RSVP will collaborate with the participating organizations to administer a client survey to determine the number of clients reporting increased social ties/perceived social support. A survey number will be assigned to each client to simplify the client survey experience and to address participating organizations' concerns of client confidentiality. The survey will be on hard copy (paper) and will be administered to all clients served by either delivery to the client by the volunteer or by delivery to the client by staff from the participating agency. Survey responses will be

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coded by type of service received (transportation or home meal delivery) and entered into Microsoft Excel. Data analyses will indicate the level of outcome achievement.

(ACCESS TO CARE)

Nurses at St. David's Hospital will provide RSVP volunteers with a bed roster of mothers of newborns when volunteers check in for their shift. Volunteers will indicate on the bed roster those mothers visited; if information packets were given to them; if they enrolled in the postcard reminder program; and, if they refused the information. Volunteers will complete an enrollment card that includes the parent's name, address, phone #, email, alternate contact information, child's name, child's birth date, and child's race/ethnicity. The Immunizations Coordinator, an RSVP staff person, will collect bed roster and enrollment cards weekly. The information will be entered weekly into a database that is used for tracking immunization information and mailing postcard reminders. This data will provide the number of mothers receiving healthcare access information specifically about immunizations. Additionally, after 18 months, volunteers will conduct follow-up via phone or email to ascertain if enrolled children have received all required immunizations. The determination of each child's immunization status will be ascertained from the immunization record maintained on the database.

VETERANS SERVICES ACTIVITIES WITHIN PRIMARY FOCUS AREA, OTHER FOCUS AREA, OR CAPACITY BUILDING

The Austin Veterans Affairs (VA) Outpatient Clinic has collaborated with RSVP to implement a volunteer program for the purpose of ensuring that veterans and their families receive adequate support leading up to and during their clinic visit. Volunteer service activities will occur in the Veterans and Military Family Focus Area, and be classified as Other Focus Area. The service activities will be recorded under the category of "assisting a Department of Veterans Affairs Program" as part of Output V8 (number of veterans' family members that received CNCS-supported assistance.) RSVP volunteers will provide staff support through oversight and management of volunteers, including recruitment, orientation and training, scheduling and placement of volunteers. Additionally, RSVP volunteers will provide veterans with transportation shuttle services and in-clinic assistance to veterans. Transportation shuttle services will be provided weekly to the Temple VA Clinic Annex located 70 miles away for medical services not available at the Austin VA Clinic. Transportation

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shuttle services will also be provided daily within the Austin VA Clinic complex. Daily in-clinic patient assistance will include patient welcoming and registration assistance.

While services to veterans and military families are only proposed via Output V8 as described above, RSVP will research its scope of service to veterans, family members of active duty military service members, and to veteran's family members within the proposed immunizations and independent living programs (both in the Primary Focus Area). If results from the evaluation show that volunteers are also serving these groups, then tracking of these services will be added as outputs through the CNCS grant amendment process.

Recruitment and Development

PLAN AND INFRASTRUCTURE TO CREATE HIGH QUALITY VOLUNTEER ASSIGNMENTS THAT ENABLE VOLUNTEERS TO SHARE EXPERIENCE, ABILITIES, AND SKILLS TO IMPROVE COMMUNITIES

All participating organizations (volunteer stations) will be provided with a comprehensive 2-day training that will help them fully leverage the skills and experience of older adults, understand the generational characteristics of boomers and seniors, and understand the key characteristics of creating compelling, high-quality volunteer opportunities for older adults. The training is based on research conducted by the Temple University Intergenerational Center on issues affecting the engagement of older adults in meaningful service. Session leaders will be local subject matter experts and highly skilled at helping nonprofit organizations mine the talent and expertise of this expanding and evolving resource. RSVP will recommend that volunteer stations register two representatives (e.g., the executive director, volunteer manager or coordinator, and any other staff member who is involved in managing opportunities) to maximize the opportunity that the training offers.

Other processes that RSVP will implement to create high-quality assignments and experiences for the volunteer include a comprehensive station selection process and evaluation. An organization interested in becoming a volunteer station must be able to identify how a volunteer would help its organization accomplish its goals and understand the role a volunteer assumes in its service delivery system(s). Additionally, stations should be able to effectively communicate the importance of volunteer service to funders, service recipients, program advocates, and the volunteer. In doing so, stations will be expected to understand their responsibilities and the value a volunteer brings to their

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respective organizations. Volunteers, in return, will be able to reflect on the importance their service has made not only to their assigned station, but to themselves. Check-ins within one month after placement and then semi-annually, with volunteers and volunteer stations will help RSVP staff ensure successful matches. RSVP staff will conduct an annual evaluation process to formally measure both volunteer and station experiences. The evaluation process will be carried out for volunteers via mail and online for volunteer stations. Issues identified will be incorporated into programming planning via an annual strategic planning process that includes input from the Advisory Council.

PLAN AND INFRASTRUCTURE TO ENSURE RSVP VOLUNTEERS RECEIVE TRAINING TO ADDRESS IDENTIFIED COMMUNITY NEED(S) IN PRIMARY FOCUS AREA, OTHER FOCUS AREAS, OR CAPACITY BUILDING

Skills development and training will play an important part in RSVP's plan for ensuring high-quality volunteer experiences that address identified community needs. RSVP will build volunteer leaders through a workshop series called the Leadership Academy: Older Adults Leading the Way to Civic Engagement. Volunteers will explore opportunities where volunteer service can address specific, critical community needs through nonprofit organizations that fall within the selected focus areas. Volunteers will use their personal experiences and passion, through self-directed teams, to put into practice what they've learned and achieve identified performance measures or to enhance the capacity of the organizations where they serve.

Familiarization with RSVP's history; program, volunteer, and station requirements; volunteer benefits; and its purpose in addressing specific community needs within identified focus areas are included in training to all volunteers by RSVP staff. Ongoing training will also be provided on specific topics that enable volunteers to gain a better understanding of issues affecting their service, stories of service and inspiration, and strategies for a more productive volunteer experience.

Volunteer station staff will provide volunteers with a program orientation that includes program purpose, history, agency accomplishments, safety, organizational structure, and how volunteers impact the mission of the agency; on-the-job training; and episodic trainings on current issues affecting the work of the agency.

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DEMOGRAPHICS OF COMMUNITY TO BE SERVED AND RECRUITMENT PLANS FOR A DIVERSE VOLUNTEER POOL TO BE REFLECTIVE OF COMMUNITY

Fifty percent of the Travis County population are Non-Hispanic White followed by Hispanic or Latino (34%), Non-Hispanic Black (8%), Non-Hispanic Asian (6%) and other race/two or more races (2%) (2011 American Community Survey/U.S. Census Bureau). Among Travis County's 55 and older population, 69% are Non-Hispanic White, 18% are Hispanic or Latino, 8% are Black, and 4% are Asian (Note: Black and Asian categories may include individuals of Hispanic origin).

Almost 7 percent of the County's age 18 and over civilian population are veterans (2011 American Community Survey). Three percent are 55 years of age and older.

Among RSVP volunteers serving in 2013, 22% are from minority backgrounds. The County's minority population 55 years of age and older is 30%. The RSVP volunteer pool reflects a diverse representation in education levels, professional backgrounds, religion, age, income levels, veteran status and disability and representation from both rural and urban areas of Travis County.

RSVP will focus minority recruitment efforts through faith-based outreach. Outreach will occur primarily through participation in the county's Health Wellness Coalition, a taskforce of 24 churches from communities of color whose focus includes aging/independent living and childhood immunization (RSVP's proposed services within the Healthy Futures Primary Focus Area), and meetings with neighborhood associations.

While the percentage of veterans who are volunteers reflects the community's veteran demographic profile, RSVP places significant importance on engaging veterans in national service through RSVP. RSVP will take a three-pronged approach to recruiting veterans to serve as RSVP volunteers: veterans recruiting veterans, promotion of national senior service and outreach through the Travis County Department of Veterans Services, and through the Austin Veterans Administration Outpatient Clinic.

RSVP is also committed to providing volunteer opportunities for those who may have physical challenges, e.g. sight or hearing limitations or restricted mobility. Input from community experts in these areas, including staff from the Travis County Services for the Deaf and Hard of Hearing, the

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Aging Services Council of Central Texas, community partners, and other health and social service provider organizations, will be gathered annually to ensure that, when appropriate, physical requirements do not present a barrier to service, and that an assignment made adapts or reasonably accommodates whatever physical challenges may exist.

Recruitment strategies will include utilizing internet technology (RSVP website, social media, video sharing); broadcasting PSAs through media advertisements; conducting face-to-face presentations; promoting national senior service through learning opportunities; posting print media stories; health fair participation; and networking events.

RETENTION AND RECOGNITION OF RSVP VOLUNTEERS

Throughout its 36 years of existence within TCHHS/VS, RSVP's retention and recognition strategies have contributed to its success. Staff, in tandem with the Advisory Council, meet annually to develop strategies to retain and recognize volunteers. Additionally, resources to support the strategies are budgeted by the Advisory Council or TCHHS/VS.

Retention strategies will include:

- Ensuring opportunities allow for flexibility in areas such as volunteer activity, length of commitment, location, population served, leadership opportunities offered, and new skills gained;
- Providing a well-organized benefits structure that includes service learning;
- Offering intergenerational opportunities for events, including national days of service;
- Conducting follow-up with volunteers after they are placed and at least twice per year to ensure satisfaction has been achieved;
- Making personal contact with volunteers who are not active;
- Frequent communication via a monthly e-newsletter and social media regarding the importance the volunteer's service has on their assigned station, the community, and themselves; and
- Developing educational, social, and cultural activities for members.

Recognition will be comprised of traditional and non-traditional activities; these include benefits that directly serve the volunteers.

- Formal recognition will occur at an annual banquet. Volunteers will be honored for their

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achievements.

- A monthly email newsletter will feature volunteer opportunities, volunteer and station spotlights and relevant volunteer resources.
- Volunteers will have access to learning opportunities to further explore options in their retirement years, focusing on national senior service.
- Volunteers will be recognized in an ongoing video series entitled, "50 Forward." The series will be a demographically-relevant show, discussing topics of import to older adults while recognizing the volunteer and their service. Videos will be made available on the RSVP website, Facebook page, and YouTube page, as well as Travis County Television's (TCTV, Channel 17) website.
- RSVP will nominate volunteers for community and national service awards.

Program Management

MANAGEMENT PLAN/INFRASTRUCTURE FOR VOLUNTEER STATIONS: ASSURANCE THAT VOLUNTEER STATIONS ARE COMPLYING WITH RSVP PROGRAM REGULATIONS AND ASSURANCE THAT VOLUNTEERS ARE PERFORMING THEIR ASSIGNED SERVICE ACTIVITIES

RSVP volunteer stations will be carefully considered, and will seek tangible collaboration from each station to: develop outcome-based plans and service opportunities that address identified needs, comply with regulatory and policy requirements, and provide assigned volunteers with the support necessary for successful performance in their assignments. RSVP staff will conduct annual site visits to ensure compliance with requirements outlined in the Code of Federal Regulations Title 45 Part 2553 - The Retired and Senior Volunteer Program (which includes the responsibilities of a volunteer station and legal limitations that apply to the RSVP grant and expenditure of its funds), and with agreements maintained in a Memorandum of Understanding (MOU). The MOU will describe the relationship between RSVP and the volunteer station. The agreement will include providing volunteers with job descriptions and volunteer assignment plans as part of their volunteer management.

Site visits will include interviews with the volunteer station coordinator and other site leadership to evaluate program viability and compliance via a checklist; review of current and projected volunteer opportunities; observation of volunteers performing their assigned service activities; verification of adequate volunteer supervision; assessment of physical space, accommodation for volunteers with disabilities, and safety; review of records management and volunteer activity tracking; inquiry

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regarding training provided for volunteers and volunteer recognition; identification of specific technical assistance needs; discussion of issues presented by the station; the provision of guidance where issues are identified; and determination of the site as a continuing volunteer station.

PLAN/INFRASTRUCTURE TO MEET COMMUNITY NEEDS WHILE MINIMIZING DISRUPTION TO CURRENT VOLUNTEERS AND/OR GRADUATING STATIONS

Critical community needs are identified in Travis County through a partnership of community service providers, funders, government agencies, business leaders, and community representatives known as the Community Action Network, or through forums conducted nationally by CNCS as part of its strategic planning process. Additionally, TCHHS/VS's Research & Planning Division solicits community input for its 3-5 year plan that describes community needs, resources, priorities, and strategies to address those needs. RSVP relies on these sources to determine which needs to address and the methods to address those needs.

Agencies that address these community needs will be identified through a social service agency list maintained by the TCHHS/VS Research and Planning Division and other community participation groups. Agencies that work in partnership with RSVP and that utilize the skills and interests of volunteers to meet these needs may become volunteer stations.

RSVP staff and Advisory Council members will assess performance measures annually to evaluate program objectives and volunteer impact. All RSVP program offerings will be evaluated to determine effectiveness and community value.

On October 1, 2010, Travis County RSVP adopted a service model that engaged volunteers in only a few key areas addressed in the CNCS 2011-2015 Strategic Plan and in other community priority areas.

This shift in its service model was accompanied by a significant down-sizing of the program. Volunteers and stations were provided with notification of the program's new direction via mail, email, and YouTube videos. All volunteers who and stations that no longer fit into the new service model were successfully graduated with no disruption to the volunteer's service.

TRAVIS COUNTY RSVP'S TRACK RECORD IN THE HEALTHY FUTURES FOCUS AREA AND

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HISTORY OF TRACKING PERFORMANCE IN THIS AREA

RSVP volunteers have assisted Independent Living organizations since its inception 41 years ago, but outcome-based measures were developed for this program in 1998. At the end of the first year (1999), 35 volunteers had spent 2,520 hours of service helping 110 older adults remain independent and living in their own homes. Since then, the number of volunteers has doubled, the number of hours served has tripled, and the number of clients served has grown over five fold. RSVP has a long-standing partnership with Meals on Wheels and More, and the Faith in Action Caregivers network (consisting of 7 Austin-area locations to support independent living services in Travis County).

In partnership with St. David's Hospital and the University of North Texas, the Volunteers for Childhood Immunization (VCI) program was established as an outcome-based priority for Travis County RSVP in 1998. The program has grown to serve 960 mothers annually. In 2001, when outcome data was available, 85% of the mothers enrolled in the VCI program had completed their child's immunization series. Last year, 96% of the children had received their last of the 2-year immunization series. RSVP is currently negotiating a new partnership with the City of Austin Health Department to grow the program.

PLAN/INFRASTRUCTURE TO ENSURE COMPLIANCE WITH RSVP FEDERAL REGULATIONS (INCLUDING ESTABLISHMENT OF AN RSVP ADVISORY COUNCIL, MOUs COMPLETED AND SIGNED BY STATIONS, VOLUNTEER ELIGIBILITY VERIFIED

Travis County conducts a rigorous review of the grantor's programmatic expectations, administrative rules and guidelines, and compliance requirements as part of the grant application process. This includes the recipient department with the assistance of the Planning and Budget Office, County Attorney, County Auditor, and County Commissioner's Court. During the implementation of the RSVP grant, TCHHS/VS and the Auditor's Office will be responsible for ensuring compliance with statutes, regulations, and grant terms and conditions. TCHHS/VS will be responsible for compliance of all legal, fiscal and procedural requirements of the grant. The Code of Federal Regulations (CFR) Title 45 Part 2553 - The Retired and Senior Volunteer Program, serves as the source document for RSVP federal regulations.

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RSVP has maintained an Advisory Council (AC) with 501(c)(3) designation since 1988 to support RSVP in meeting its administrative and program responsibilities including fund-raising, event planning, strategic planning, publicity, outcome-based programming, and project assessment and evaluation. One-quarter of the AC members are community volunteers, the rest are from business, government, philanthropic, and nonprofit sectors. AC members serve three-year terms and may be reappointed for an additional term.

Nonprofit organizations may apply to become an RSVP volunteer station. Only those that fit within the scope of service and can meet the conditions outlined on the Memorandum of Understanding (MOU) are considered. RSVP staff will conduct a site visit to ensure the appropriateness of the site as an RSVP volunteer station. If accepted, the site will be required to sign an MOU. RSVP's responsibilities to the volunteer station are also outlined in the MOU. Staff place eligible RSVP volunteers only in stations that have signed an MOU.

Eligibility requirements for RSVP service (per CFR 2553.41) are included on the RSVP volunteer application. RSVP staff review the application and conduct personal interviews to verify that the applicant meets eligibility requirements as follows: be 55 years of age or older, agree to serve without compensation, reside in or near Travis County, agree to abide by all requirements set forth by RSVP and the volunteer station. There is no restriction based on formal education, experience, race, religion, color, national origin, sex, sexual orientation, age (with the exception of being at least 55), handicap or political affiliation.

Organizational Capability

PLAN AND INFRASTRUCTURE TO PROVIDE SOUND PROGRAMMATIC AND FISCAL OVERSIGHT (BOTH FINANCIAL AND IN-KIND) AND DAY-TO-DAY OPERATIONAL SUPPORT TO ENSURE COMPLIANCE WITH RSVP PROGRAM REQUIREMENTS AND TO ENSURE ACCOUNTABILITY AND EFFICIENT AND EFFECTIVE USE OF AVAILABLE RESOURCES

While assuming legal and financial responsibility for the activities of Travis County RSVP for 36 years, Travis County has demonstrated successful program oversight, fiscal oversight, and operational support of Travis County RSVP. This has required the combined efforts of several departments within the County, including the Travis County Auditor's Office, the County Attorney's Office, TCHHS/VS, and the Travis County Planning and Budget Office.

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The Travis County Auditor's Office reviews the grant application for potential compliance problems as well as fiscal requirements. The Travis County Attorney's Office reviews the grant application for legal requirements. TCHHS/VS provides RSVP with the administrative support necessary to ensure accountability and efficient and effective use of available resources. Project resources are managed by the RSVP Director and TCHHS/VS's Finance Division. TCHHS/VS's Finance Manager, TCHHS/VS's Executive Manager, the Travis County Auditor's Office, and the Travis County Planning and Budget Office review budgets annually, with final review and approval from the Travis County Commissioners Court. Budget forecasts are conducted at the half-year mark to ensure good stewardship of resources. General purpose financial statements are audited annually in accordance with government auditing standards. Additionally, TCHHS/VS and the Travis County Auditor's Office have the responsibility to continually monitor RSVP for fiscal and programmatic compliance.

WELL-DEFINED STAFF POSITIONS, INCLUDING IDENTIFICATION OF CURRENT STAFF ASSIGNED TO THE PROJECT AND HOW THESE POSITIONS WILL ENSURE THE ACCOMPLISHMENT OF PROGRAM OBJECTIVES

The program's staffing infrastructure to ensure the accomplishment of program requirements and objectives are as follows:

- 1) The RSVP Director is responsible for the program budget, resource development, reporting, local and national advocacy, planning, program evaluation and assessment, building commitment among partners of program priorities, supporting the Advisory Council, grants management, personnel and performance management. He has over 25 years of experience in volunteer management and human services planning in senior issues. Note: In 2011, TCHHS/VS negotiated with CNCS the reclassification of the Director from 100% FTE to 80%. A CNCS monitoring and compliance review in 2012 had no findings requiring corrective action resulting from the reclassification; there were no adverse effect on the scope and quality of project operations.
- 2) Two Community Engagement Coordinators are responsible for identifying, screening and matching volunteer skills with nonprofit/public organizations, supervising the work of RSVP's in-house volunteers, volunteer station management, and the implementation and oversight of volunteer projects with measurable results. One Coordinator has 14 years of experience in volunteer management, plus 7 years of experience as an RSVP grantee Volunteer Coordinator. The other

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Coordinator has 25 years of experience in social services project management and volunteer management.

3) The Administrative Assistant provides administrative support services for staff, maintains the volunteer management database, conducts purchasing, and maintains equipment inventory. The Administrative Assistant has 6 years of experience in providing administrative support to RSVP and 19 years of office administration.

Other TCHHS/VS staff providing essential project support or oversight are as follows:

1) The TCHHS/VS County Executive has direct management responsibility for Human Services in Travis County, the Travis County Veterans Service Office, and the Travis County Texas AgriLife Extension Office.

2) The Community Services Division Director supervises all programs within the Department's Community Services Division including RSVP, Travis County Services for the Deaf and Hard of Hearing, Travis County Housing Services, Neighborhood Conference Committee, Community Services Community Liaison Program, and Work-Based Learning Program/Summer Youth Employment Program.

3) The Financial Manager directs the financial operations of all programs within the Department; functions in accordance with Generally Accepted Accounting Principles and federal, state, and local laws and policies; and oversees grant development and reporting, contracts and purchasing, and accounting functions.

4) The Contract Compliance Specialist evaluates and monitors contract performance, compliance and contractual obligations.

5) The Communications and Development Coordinator develops and implements strategies in tandem with Advisory Council members and staff to gain greater public awareness of the program; promotes civic engagement; partners with local media to create awareness of volunteer opportunities and the contributions of older adults in service; moderates and develops copy and content for the program's website, Facebook and YouTube pages; produces "50 Forward," and supports development/fundraising efforts.

6) The Training and Education Coordinator develops and implements effective training for RSVP volunteers and stations on civic engagement, leadership skills development, and capacity building for nonprofit organizations.

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DEVELOPMENT AND IMPLEMENTATION OF INTERNAL POLICIES AND OPERATING PROCEDURES TO PROVIDE GOVERNANCE AND MANAGE RISK, SUCH AS ACCOUNTING, PERSONNEL MANAGEMENT, AND PURCHASING

Travis County, through its Auditor's Office, Purchasing Office, Planning and Budget Office, Human Resources Management Department and the grant recipient department ensures that all programs administered by the County follow grant compliance guidelines without exception. County policies, grantor policies, and federal and state laws affecting grants management are provided in the Travis County Grants Management and Procedures Manual.

The grant recipient department (TCHHS/VS), with the Auditor's Office assistance, ensures compliance with statutes, regulations and grant terms and conditions; compiles and submits financial and progress reports; monitors internal controls to assure funds are properly expended and documented; arranges for independent audits as required by the awarding agency or OMB Circular A-133. TCHHS/VS and the Travis County Human Resources Management Department (TCHRMD) plan, develop, and implement policies and systems for the effective management of personnel, including: hiring, promotions, position classification, evaluating and rewarding performance, employee training and development programs. The TCHHS/VS and TCHRMD maintain policies to mitigate risks associated with the Human Resources function e.g., background checks, diversity training, harassment training, salary surveys, ensuring that policies and standards are applied equally to all employees, and workplace safety and security. The Purchasing Office ensures compliance with federal and other laws that apply to purchasing.

MANAGING CAPITAL ASSETS SUCH AS FACILITIES, EQUIPMENT, AND SUPPLIES

TCHHS/VS continuously monitors its capacity to assure that it has the appropriate resources needed to carry out its programs and initiatives. Each year, during the department budget process, the department's Executive Management Team (EMT) poll staff to determine needs and request needed resources, e.g. facilities, equipment and supplies, all aligned to the County's internal budgetary guidelines. The department's EMT determines the allocation of resources in support of programs requiring assistance. The Information and Telecommunication Systems (ITS) department, which provides computer and telephone support to other County departments, also has procedures to ensure

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that staff have equipment updated as necessary. Other support departments, such as the Planning and Budget Office and the Purchasing Office ensure that all purchases, accounting transactions, and budgetary issues are handled through appropriate channels. The Purchasing Office manages assets/inventory through its fixed asset management system.

ORGANIZATIONAL INFRASTRUCTURE IN THE AREAS OF ROBUST FINANCIAL MANAGEMENT CAPACITY AND SYSTEMS AND PAST EXPERIENCE MANAGING FEDERAL GRANT FUNDS

Travis County's organizational structure and procedures provide for appropriate and astute fiscal oversight of its monies: general fund, grants, contracts, and otherwise. Within the County, there is a minimum of four departments involved in the review and approval process for grants development and management. These are: the Planning and Budget Office, the County Auditor, the County Attorney and the respective Department seeking grant funding. For purposes of this proposal, TCHHS/VS is the grant-seeking Department.

Travis County and TCHHS/VS have successfully managed federal grants for more than 30 years. Currently, TCHHS/VS manages more than 10 federal grants (including American Recovery and Reinvestment Act funding) totaling more than \$10 million dollars. There are four staff principally involved in general grants development and administration. These include: the Finance Manager and two Contract Compliance Specialists - one primarily focuses on discretionary funding and the other on formula (entitlement) type grants. There is also a Resource Development Senior Planner who stewards the pre-award phase of the departmental grants cycle, leading needs identification, grants research and development. The Finance Manager and Finance staff are involved throughout the various phases of the grant award, working closely with the grant-funded program within HHS/VS to ensure appropriate oversight and compliance with grant regulations. The Finance Manager and Contract Compliance Specialists each have more than 11 years of experience in administering grants. The Resource Development Senior Planner has more than 14 years of grants experience that includes development, management, and administration (grantor). TCHHS/VS also has a departmental Grants Management Manual that is aligned to County procedures and protocol.

Other

Not applicable

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Performance Measures

% of Unduplicated Volunteers in Work Plans that result in Outcomes: 26%

% of Unduplicated in the Primary Focus Area: 30%

Performance Measure: 1.2 Developing materials

Community Need to be Addressed:

In 2011, the Travis County Retrospective Immunization School Survey, conducted by the Texas Department of State Health Services (TDSHS), indicated that 68.8% of kindergarten students had completed the immunization series required for school.

The US Census Bureau reports that 78,882 children under the age of 5 currently live in Travis County. Using the Travis County immunization rate reported in the TDSHS survey, 24,611 children under the age of 5 are potentially at risk for serious disease.

Another issue affecting the immunization rate in Travis County is conscientious exemption, a parental choice to not participate and/or delay the Center for Disease Control recommended immunization schedule. TDSHS states that as the number of unvaccinated individuals increases, the risk of outbreak also increases should a vaccine-preventable disease be introduced into the population. Furthermore, Travis County is identified as one of only 4 counties in the state with the highest level of conscientious exemption rates.

TDSHS promotes following the recommended immunization schedule as the best way to keep children safe from certain diseases. They acknowledge that the complex task of increasing vaccine coverage levels cannot be accomplished without the proven strategy of public education, particularly parent education, and other strategies including immunizations tracking and reminder systems.

Travis County RSVP will train volunteers to educate mothers of newborns at St. David's Hospital (Austin, Texas) about the importance of timely immunizations, will provide mothers with vaccination resource information, will track immunization due dates, will maintain contact with parents who enroll in a reminder system, and will provide follow-up with mothers enrolled to determine if the 2-year immunization series was completed. No other immunization service providers in Travis County administer this type of approach to increase immunization rates (healthcare access).

Focus Area: Healthy Futures

Objective: Access to Care

Number of
Volunteer
Stations: 1

Anticipated
Unduplicated
Volunteers: 3

Anticipated
Volunteer
Contributions: 10

Service Activity: Developing materials

Service Activity
Description: Twice/month, RSVP volunteers will assist with the development of immunization materials about vaccination clinics, parental care during the immunization process, immunization record tracking cards, the importance of immunization, Texas' free immunization registry, and the recommended immunization schedule.

Anticipated
Output: H2: Number of clients receiving information on health insurance, access and benefits

Target: 960 How Measured: Other

Instrument Description instruments to gather output data include the hospital bed roster of mothers of newborns and the enrollment card. The enrollment card is cross-checked against the bed roster.

Anticipated
Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

Performance Measure: 1.1 Distributing information

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Focus Area: Healthy Futures	Objective: Access to Care	Number of Volunteer Stations: 1
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Anticipated
Unduplicated
Volunteers: 7

Anticipated
Volunteer
Contributions: 10

Service Activity: Distributing information

Service Activity Description: Once/week, RSVP volunteers serving 2-4 hour shifts will visit mothers of newborns at St. David's Hospital (Austin, Texas) to provide them with materials about immunizations, educate them about the importance of childhood immunizations, and enroll them in a postcard reminder program. Volunteers will also answer questions about immunizations and will provide families with information about immunization resources.

Anticipated Output: H2: Number of clients receiving information on health insurance, access and benefits

Target: 960 How Measured: Other

Instrument Description Instruments to gather output data include the hospital bed roster of mothers of newborns and the enrollment card. The enrollment card is cross-checked against the bed roster.

Anticipated Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

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Performance Measure: 2.1 Food Delivery

Community Need to be Addressed:

According to the 2011 Census, 78,357 adults age 65 years and older live in Travis County. By 2016, the Texas State Data Center projects that the county's 65 and older population will grow by 30.8% to 102,513, twice the national rate. According to a series of articles on aging (April/May 2012) that appeared in the Austin American-Statesman, the demand for aging services in Travis County is outpacing supply among nonprofit agencies. Further, the Mayor's Task Force on Aging is currently developing a plan of action to address the acute need facing the area's fast-growing population. While the plan has not been released yet, the Task Force acknowledges that a key issue focuses on the need for supportive services that permit seniors to remain living independently in their own homes.

The Aging Services Council of Central Texas (ASC) reports in "A Growing Senior Population in Central Texas: Opportunities and Needs" (Spring 2013) that 20% of central Texas residents 75 years and older do not own or drive a car and 18% report lacking transportation. Additionally, of older adults living in Travis County, an estimated 38% are malnourished or risk malnourishment, 13% report difficulty shopping for groceries because of health or physical problems, 6% report difficulty preparing their own meals, and 3% report not getting enough to eat on a typical day. The Council further states that lack of transportation options and inadequate nutrition impacts independence for most older adults.

According to the ASC, seniors share a common goal to live live independently in their own homes for as long as possible. Major determinants of independent living include access to food/nutrition and access to transportation. Travis County RSVP will partner with Meals on Wheels & More and Faith in Action Caregivers to engage volunteers in transportation and home-delivered meal programs to support independent living among Travis County's fast-growing, older adult population.

Focus Area: Healthy Futures	Objective: Aging in Place	Number of Volunteer Stations: 1
Anticipated Unduplicated Volunteers: 27		
Anticipated Volunteer Contributions: 75		
Service Activity: Food Delivery		
Service Activity Description:	RSVP volunteers providing home meal delivery will be assigned to clients by case managers from Meals on Wheels & More. During the Monday-Friday work week, volunteers will drive a weekly meal delivery route to an average of 8 clients during the noon hour. Volunteers driving on Fridays will deliver an extra meal for the weekend.	
Anticipated Output:	(PRIORITY) H8: Number of individuals receiving independent living services	
Target: 250	How Measured: Activity Logs	
Instrument Description	The volunteer and the volunteer station will maintain an activity log documenting the number of clients receiving services. Additional data is maintained in the client tracking database; this tracks the activity assignment of volunteers to clients.	
Anticipated Outcome:	(PRIORITY) H9: Number of individuals with disabilities having increased social support	
Target: 200	How Measured: Survey	
Instrument Description	A hard copy survey will be administered to all clients to determine the number reporting increased social ties/perceived social support. A survey number will be assigned to each client to simplify the client survey experience and to address the volunteer station concerns of client confidentiality.	

Performance Measure: 2.2 Transportation

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Performance Measure: 2.2 Transportation

Community Need to be Addressed:

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According to the ASC, seniors share a common goal to live live independently in their own homes for as long as possible. Major determinants of independent living include access to food/nutrition and access to transportation. Travis County RSVP will partner with Meals on Wheels & More and Faith in Action Caregivers to engage volunteers in transportation and home-delivered meal programs to support independent living among Travis County's fast-growing, older adult population.

Focus Area: Healthy Futures

Objective: Aging in Place

Number of Volunteer Stations: 7

Anticipated Unduplicated Volunteers: 48

Anticipated Volunteer Contributions: 75

Service Activity: Transportation

Service Activity Description: RSVP volunteers will provide transportation services to shopping and medical appointments. Clients needing transportation will be assigned to volunteers by case managers from Meals on Wheels & More and Faith in Action Caregivers. Volunteers will serve on request based upon their availability, and will transport clients in their own vehicles, or will run errands for the client and provide delivery to the client's home.

Anticipated Output: (PRIORITY) H8: Number of individuals receiving independent living services

Target: 250 **How Measured:** Activity Logs

Instrument Description The volunteer and the volunteer station will maintain an activity log documenting the number of clients receiving services. Additional data is maintained in the client tracking database; this tracks the activity assignment of volunteers to clients.

Anticipated Outcome: (PRIORITY) H9: Number of individuals with disabilities having increased social support
Target: 200 **How Measured:** Survey

Instrument Description A hard copy survey will be administered to all clients to determine the number reporting increased social ties/perceived social support. A survey number will be assigned to each client to simplify the client survey experience and to address the volunteer station concerns of client confidentiality.

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Performance Measure: 3.1 Assisting a Dept. of Veterans Affairs Program

Community Need to be Addressed:

In 2013, the Travis County Department of Veterans Services reports that 60,324 veterans reside in Travis County. The growing number of veterans and their families in Travis County made access to local health care clinics a necessity and in June 2013, resulted in the opening of the largest free-standing outpatient clinic in the country, called the Austin Veterans Administration (VA) Outpatient Clinic. Additionally, the demand for services resulted in a collaboration between the Austin VA Outpatient Clinic and RSVP to implement a volunteer program for the purpose of ensuring that veterans receive adequate support leading up to and during their clinic visit. The VA identified the following specific needs to be addressed through the volunteer program: utilization of volunteers in staff support roles through the oversight and management of volunteers, including recruitment, orientation and training, scheduling and placement of volunteers; transportation shuttle services (around the Austin VA Clinic complex and to the Temple VA Clinic Annex 70 miles away for medical services not available at the Austin Clinic); and in-clinic assistance such as patient welcoming and registration assistance.

Focus Area: Veterans and Military Families	Objective: Veterans & Families Served	Number of Volunteer Stations:	1
Anticipated Unduplicated Volunteers:			
			10

Anticipated Volunteer Contributions: 10

Service Activity: Assisting a Dept. of Veterans Affairs Program

Service Activity Description:

RSVP volunteers will provide staff support through oversight and management of volunteers, including recruitment, orientation and training, scheduling and placement of volunteers. Additionally, RSVP volunteers will provide veterans and their families with transportation services and will provide in-clinic assistance to veterans. Transportation services will be provided weekly to the Temple VA Clinic Annex located 70 miles away for medical services not available at the Austin VA Clinic. Transportation shuttle services will be provided daily within the Austin VA Clinic complex. Daily in-clinic patient assistance will include patient welcoming and registration assistance.

Anticipated Output: (PRIORITY) V8: Number of veterans family members receiving CNCS-supported assistance

Target: 2000 **How Measured:** Activity Log

Instrument Description The activity log will document the number of veterans and family members served in each of the volunteer service activity areas.

Anticipated Outcome: —No outcome selected—
Target: **How Measured:**

Instrument Description

Performance Measure: 4.1 Assisting with Preparation

Community Need to be Addressed:

The most recent Travis County Hazard Mitigation Plan Update (2011) states that the Emergency Operations Center has been activated 83 times in Travis County since 1994, an average of almost 5 times per year. Furthermore, even though no definitive records exist of public and private losses due to disasters in Travis County, FEMA estimates that for flood disaster alone in the state of Texas, expenditures exceeded 6.8 billion dollars from 2001-2011. The Texas Department of Public Safety states that proper recovery and response actions can prevent or reduce disaster related losses and lower their overall cost. While planning and training are needed to improve readiness to deal with emergency situations, response and recovery are needed in

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Performance Measure: 4.1 Assisting with Preparation

communities that easily become overwhelmed by the amount of need following a disaster.

Focus Area: Disaster Services	Objective: Disaster Assistance Provided	Number of Volunteer Stations: 2
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Anticipated Unduplicated Volunteers: 3

Anticipated Volunteer Contributions: 20

Service Activity: Assisting with Preparation

Service Activity Description: RSVP volunteers will attend and conduct trainings at least twice/year to keep themselves and others informed on disaster preparation.

Anticipated Output: (PRIORITY) D6: Number of RSVP service hours in disaster assistance

Target: 250 **How Measured:** Attendance Log

Instrument Description: Attendance logs will record dates of service and corresponding number of hours served in each of the service activity areas.

Anticipated Outcome: —No outcome selected—

Target: **How Measured:**

Instrument Description

Performance Measure: 4.2 Responding

Community Need to be Addressed:

The most recent Travis County Hazard Mitigation Plan Update (2011) states that the Emergency Operations Center has been activated 83 times in Travis County since 1994, an average of almost 5 times per year. Furthermore, even though no definitive records exist of public and private losses due to disasters in Travis County, FEMA estimates that for flood disaster alone in the state of Texas, expenditures exceeded 6.8 billion dollars from 2001-2011. The Texas Department of Public Safety states that proper recovery and response actions can prevent or reduce disaster related losses and lower their overall cost. While planning and training are needed to improve readiness to deal with emergency situations, response and recovery are needed in communities that easily become overwhelmed by the amount of need following a disaster.

Focus Area: Disaster Services	Objective: Disaster Assistance Provided	Number of Volunteer Stations: 2
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Anticipated Unduplicated Volunteers: 16

Anticipated Volunteer Contributions: 20

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Performance Measure: 4.2 Responding

Service Activity: Responding

Service Activity Description: RSVP volunteers will respond to disaster and emergency when needed and called upon by Texas Search and Rescue or the American Red Cross.

Anticipated Output: (PRIORITY) D6: Number of RSVP service hours in disaster assistance

Target: 2500 How Measured: Attendance Log

Instrument Description Attendance logs will record dates of service and corresponding number of hours served in each of the service activity areas.

Anticipated Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

Performance Measure: 4.3 Assisting with Recovery

Community Need to be Addressed:

The most recent Travis County Hazard Mitigation Plan Update (2011) states that the Emergency Operations Center has been activated 83 times in Travis County since 1994, an average of almost 5 times per year. Furthermore, even though no definitive records exist of public and private losses due to disasters in Travis County, FEMA estimates that for flood disaster alone in the state of Texas, expenditures exceeded 6.8 billion dollars from 2001-2011. The Texas Department of Public Safety states that proper recovery and response actions can prevent or reduce disaster related losses and lower their overall cost. While planning and training are needed to improve readiness to deal with emergency situations, response and recovery are needed in communities that easily become overwhelmed by the amount of need following a disaster.

Focus Area: Disaster Services

Objective: Disaster Assistance Provided

Number of Volunteer Stations: 2

Anticipated Unduplicated Volunteers: 1

Anticipated Volunteer Contributions: 20

Service Activity: Assisting with Recovery

Service Activity Description: RSVP volunteers will assist with recovery efforts as assigned by Texas Search and Rescue or the American Red Cross.

Anticipated Output: (PRIORITY) D6: Number of RSVP service hours in disaster assistance

Target: 150 How Measured: Attendance Log

Instrument Description Attendance logs will record dates of service and corresponding number of hours served in each of the service activity areas.

Anticipated Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

DRAFT

Performance Measure: 5.1 Garnering donations

Community Need to be Addressed:

The Greenlight's Nonprofit Pulse Survey reported that in 2009, local nonprofit agencies in Travis County experienced an increase in demand for services while seeing a 54% drop in contributions. Since then, 1,200 have laid off staff and 660 have reduced or eliminated programs and services. As competition for funds increases, more than 40% of those surveyed have or intend to dedicate more staff to fundraising. According to a 2012 survey by Austin-based NASDAQ: CNVO, fundraising remains the biggest challenge for nonprofits. Local nonprofits need and are becoming more reliant on volunteers to organize and participate in fundraising efforts to restore, maintain, or expand existing programs and services.

Focus Area: Capacity Building

Objective: Capacity Building & Leverage

Number of Volunteer Stations: 17

Anticipated Unduplicated Volunteers: 87

Anticipated Volunteer Contributions: 87

Service Activity: Garnering donations

Service Activity Description: RSVP volunteers will organize and participate in episodic and year-round nonprofit fundraisers e.g., golf tournaments, walk-a-thons, event ticket sales, craft sales, and charitable raffle sales.

Anticipated Output: G3-3.16R: Dollar value of cash resources leveraged by CNCS-supported organizations or participants.

Target: 300000 **How Measured:** Other

Instrument Description: Administrative records maintained by the volunteer station that track the origin and intent of cash contributions.

Anticipated Outcome: --No outcome selected--

Target: **How Measured:**

Instrument Description

Performance Measure: 6.1 Other

Community Need to be Addressed:

Multiple Areas Addressed as Follows:

1) Education K-12. The Obama administration's Elementary and Secondary Education Act reauthorization blueprint (US Department of Education 2010) identifies the need for improving student learning and achievement by providing intensive support and effective interventions, and allowing local innovations to lead the way and support the development, identification and strategies that are working. In Travis County, local school districts and nonprofit partners include community involvement and support in its programs to ensure student learning and achievement. Community volunteers are needed to aid the quality and capacity of campus programs, providing a vital extension of academic, social and emotional supports to students. Target: 50 students will complete participation in CNCS-supported K-12 education programs.

2) Education Adult. Over 83,000 adults over the age of 16 in Travis County struggle with reading or cannot read. Target: 20 adults will receive 250 academic achievement sessions.

3) Capacity Building Management & Volunteer Recruitment: The Greenlight's Nonprofit Pulse Survey (2009) reports that 1,200 local nonprofit agencies laid off staff due to a 54% drop in contributions. Another 600 did or intended to do so in subsequent years. 660 had eliminated programs and services. Local nonprofits need and are becoming more reliant on volunteers to manage various aspects of organization operations, processes, and systems to maintain their services/programs, including volunteer management and recruitment. Target 1: 100 community volunteers will be recruited by RSVP volunteers Target 2: 35

DRAFT

Performance Measure: 6.1 Other

volunteers will be managed by RSVP volunteers (annual)

4) Hunger: The Travis County 2010 Community Impact Report states that 43% of Travis County households have trouble providing enough food for their families. Target 1: 360 collections of donated food items. Target 2: 7,000 pounds of food processed.

Focus Area: Other Community Priorities

Objective: Other

Number of Volunteer Stations: 27

Anticipated Unduplicated Volunteers: 83

Anticipated Volunteer Contributions: 83

Service Activity: Other

Service Activity Description:

1) Education K-12: volunteers will serve as tutors and mentors for school-age children in reading, writing, math, and computer literacy. 2) Education Adult: RSVP volunteers will provide academic achievement sessions to clients that focus on ESL, GED, financial literacy, job and life skills classes 3) Capacity Building Management & Recruitment: volunteer recruitment, management of other volunteers, management of programs 4) Hunger: volunteers will collect, sort and distribute donated food items

Anticipated Output: OT1: SC1Grantee met their target for community priority activity. (Yes/No)

Target: 0 How Measured: Other

Instrument Description 1) Education K-12. Volunteer timesheets and activity logs. 2) Education Adult. Volunteer timesheets and activity logs. 3) Capacity Building Management and Volunteer Recruitment: volunteer activity log, agency activity log, agency contact log 4) Hunger: agency activity log, volunteer activity log

Anticipated Outcome: —No outcome selected—

Target: How Measured:

Instrument Description

August 27, 2013 4:06 PM

Coming of Age Austin Metro

Travis Co. through Travis Co. Health and Human Services and Veterans

Application ID: 14SR153770

	Service		Budget Dates:	
	Total Amt	CNCS Share	Grantee Share	Excess Amount
Section I. Volunteer Support Expenses				
A. Project Personnel Expenses	158,743	29,882	21,641	107,220
B. Personnel Fringe Benefits	310	58	0	252
FICA	12,144	2,286	0	9,858
Health Insurance	27,062	2,916	0	24,146
Retirement	20,462	3,806	0	16,656
Life Insurance	317	43	0	274
Total	\$60,295	\$9,109	\$0	\$51,186
C. Project Staff Travel				
Local Travel	963	0	0	963
Long Distance Travel	9,728	3,500	0	6,228
Total	\$10,691	\$3,500	\$0	\$7,191
D. Equipment				
E. Supplies	656	0	0	656
F. Contractual and Consultant Services	300	0	0	300
I. Other Volunteer Support Costs				
Criminal Background Check	0	0	0	0
Total	\$0	\$0	\$0	\$0
J. Indirect Costs				
Section I. Subtotal	\$230,685	\$42,491	\$21,641	\$166,553
Section II. Volunteer Expenses				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	2,240	956	0	1,284
Recognition	19,885	6,488	0	13,397
Volunteer Travel	15,897	560	0	15,337
Total	\$38,022	\$8,004	\$0	\$30,018
Section II. Subtotal	\$38,022	\$8,004	\$0	\$30,018
Budget Totals	\$268,707	\$50,495	\$21,641	\$196,571
Funding Percentages		70%	30%	
Required Match		n/a		
# of years Receiving CNCS Funds		n/a		

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: 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 disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-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 National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a and 276a-77), 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.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
- 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.
- 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.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- 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.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion. (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-Corporation funds or paid with Corporation funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the national service legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" on the Corporation's website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.
- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the nondisplacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a State, consult with and coordinate activities with the State Commission for the state in which the program operates.
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the National and Community Service Act of 1990 and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the nonduplication and nondisplacement requirements set out in section 177 of the National and Community Service Act of 1990, and in the Corporation's regulations at § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of

the program;

- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

For Learn and Serve America Applicants ONLY

If you are not applying for a grant through Learn and Serve America, you may disregard this section.

- Will keep such records and provide such information to the Corporation with respect to the programs as may be required for fiscal audits and program evaluation.
- Will comply with the nonduplication, nondisplacement, and grievance procedure requirements of 45 CFR Part 2540.
- Will, prior to the placement of a participant, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by the program, to prevent the displacement and protect the rights of those employees.
- Will comply with the 45 CFR 2540.200-207 criminal history check requirements for all individuals receiving a living allowance, stipend, national service educational award, or salary through a program receiving assistance under the national service laws—regardless of the type of service the individual is performing or the individual's access to vulnerable populations.
- Will comply with the parental involvement requirements 45 CFR 2540.330.
- Will, for school-based grants, make efforts to:
 1. ensure that students of different ages, races, sexes, ethnic groups, disabilities, and economic backgrounds have opportunities to serve together;
 2. include any opportunities for students, enrolled in schools or programs of education providing elementary or secondary education, to participate in service-learning programs and ensure that such service-learning programs include opportunities for such students to serve together;
 3. involve participants in the design and operation of the programs;
 4. promote service-learning in areas of greatest need, including low-income or rural areas; and
 5. otherwise integrate service opportunities into the academic program of the participants.

For Social Innovation Fund Applicants ONLY

If you are not applying for a Social Innovation Fund grant, you may disregard this section.

- Will use the funds received through the award in order to make subgrants to community organizations that will use the funds to replicate or expand proven initiatives, or support new initiatives, in low-income communities.
- Will consult with a diverse cross section of community representatives in making decisions about subgrants for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants of a sufficient size and scope to enable the community organizations to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to--
 - the parent organizations of the applicant,
 - a subsidiary organization of the parent organization of the applicant, or,
 - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching fund requirements of section 198k(i) of the National and Community Service Act of 1990 (42 U.S.C. §12653k(i)).

ASSURANCES

- **Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.**
- **Commits cooperate with any evaluation activities undertaken by the Corporation.**
- **Has adopted and implemented standard of conduct policies and procedures in regard to procurements which meet the requirements of either 45 C.F.R. §2541.360(b)(3), or 2 C.F.R. §215.42 and 45 C.F.R. §2543.42.**
- **Has adopted and implemented policies and procedures in regard to the applicant's subgrant competitions which will provide reasonable assurance that conflicts of interest (or appearances of conflicts of interest) on the part of reviewers or decision-makers are identified and appropriately mitigated.**

CERTIFICATIONS**Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by the Corporation's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to

CERTIFICATIONS

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 applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, the Corporation's peer review requirements, and all state laws and conflict of interest rules.

For AmeriCorps State and National Applicants ONLY

*If you are not applying for a grant through AmeriCorps*State and National, you may ignore this section.*

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Definitions

The terms "debarment", "suspension", "excluded", "disqualified", "ineligible", "participant", "person", "principal", "proposal", and "voluntarily excluded" as used in this document have the meanings set out in 2 CFR Part 180, subpart I, "Definitions." A transaction shall be considered a "covered transaction" if it meets the definition in 2 CFR part 180 subpart B, "Covered Transactions."

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	County Attorney's Office/Underage Drinking Prevention Program	
Contact Person/Title:	Gloria Souhami/Program Director	
Phone Number:	854-4229	

Grant Title:	Underage Drinking Prevention Program				
Grant Period:	From:	10/1/13	To:	9/30/14	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>		
Grantor:	Texas Department of Transportation				
Will County provide grants funds to a subrecipient?			Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through another agency? If yes list originating agency below			Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	National Highway Traffic Safety Administration (NHTSA)				

Budget Categories	Grant Funds	County Cost Share	County Contribution	In-Kind	TOTAL
Personnel:	156,361	0	34,951	0	\$191,312
Operating:	4,843	0	1,000	55,000	\$60,843
Capital Equipment:	0	0	0	0	\$0
Indirect Costs:	0	0	0	0	\$0
Total:	\$161,204	\$0	\$35,951	\$55,000	\$252,155
FTEs:	3.00	0.00	0.00	0.00	3.00

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	X	JM	
County Attorney	X	JC	

Performance Measures Applicable Depart. Measures	Projected FY 13 Measure	Progress To Date:				Projected FY 14 Measure
		9/30/12 end of FY 12	3/31/13	6/30/13	9/30/13	
Measures For Grant						
Presentations and Community Events	700	700				700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	150				150
Outcome Impact Description	Program continues its work with outside organizations and agencies.					
Media Coverage	70	233				70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	107,000				115,000
Outcome Impact Description	Program continues to disseminate materials to grant mandated tri-county area.					

PBO Recommendation:

PBO concurs with accepting this contract award for this 20 year grant 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?

The goal of the existing program is to discourage illegal underage alcohol consumption in Travis County. The Travis County Attorney's Office is responsible for the prosecution of DWI/DUI cases and other alcohol related offenses in Travis County. The Comprehensive Underage Drinking Prevention Program provides prevention resources for the department and Travis County citizens.

The grant is enhancing an existing program by expanding community prevention activities to middle school youth while continuing education efforts to high school and college students as well as hosting information booths at community events and collaborating with other agencies.

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

The General Fund contributes \$17,600 toward the part-time community educator's salary and mileage to meet match requirements. The County Attorney's Office contributes \$18,351 through CAPSO funds for school educator and part of 2 FTE salaries.

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.

Yes, a county match is required - \$1,000 county commitment for mileage, \$15,936 contribution for a school educator salary, \$17,231 for part-time community educator's salary and \$1,734

toward two FTE salaries and approximately \$55,000 in-kind services such as media, print shop, computer and network services, office space, fax and telephone service.

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

They are not permitted and costs are included in matching 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, the program will not discontinue. The UDPP will request additional funding via a grant extension.

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

N/A – This program is a continuation of an existing 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 program continues community prevention activities to grades 4th – 12th and under 21 college students as well as parents. Will also continue to expand community collaborations.

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2014-Travis C-G-1YG-0008

Period: 10/01/2013 to 09/30/2014

Travis County Attorney's UDPP
General

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **County of Travis** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: National Highway Traffic Safety Administration

Contract Number: 584EGF7082

CFDA Number: 20.616

CFDA Title: National Priority Safety Programs

Funding Source: Section 405

DUNS: 030908842

Project Title: Comprehensive Underage Drinking Prevention Program

Description: To conduct a comprehensive underage drinking prevention program through educational efforts and peer to peer interaction to reduce underage alcohol consumption and underage drinking and driving.

This project is Not Research and Development

Grant Period: This Grant becomes effective on **10/01/2013** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2014** unless terminated or otherwise modified.

Total Awarded: \$483,070.95

Amount Eligible for Reimbursement by the Department: \$161,899.87

Match Amount provided by the Subgrantee: \$321,171.08

Travis County Attorney's UDPP
General

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE

THE STATE OF TEXAS

County of Travis
[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

[Name]

[Name]

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local government)
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

Travis County Attorney's UDPP
General

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

- A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.
- B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.
- C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.
- D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)
- E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.
- F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

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- G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.
- H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.
- I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.
- J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes 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. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.
- K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).
- L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.
- M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.
- N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

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ARTICLE 3. COMPENSATION

- A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.
- B. All payments will be made in accordance with the Project Budget.
1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.
 2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.
 3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.
 4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.
 5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.
- C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.
- D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.
- E. Payment of costs incurred under this agreement is further governed by one of the following

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cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
 2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
 3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.
- F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.
- G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.
- H. Payments are contingent upon the availability of appropriated funds.
- I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

- A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

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- B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.
- C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.
- D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.
- E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

- A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants*. For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.
- B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.
- C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:
 - 1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.
 - 2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.
- D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

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ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

- A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.
- B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.
- C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

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ARTICLE 11. TERMINATION

- A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:
1. This agreement is terminated in writing with the mutual consent of both parties; or
 2. There is a written thirty (30) day notice by either party; or
 3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.
- B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

- A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.
- B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of \$25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of \$25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

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ARTICLE 15. GRATUITIES

- A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.
- B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

- A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.
- B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.
- C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

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procurement and property management standards and (2) the federal procurement and property management standards provided by:

- A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or
- B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

- A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.
- B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.
- C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants*.

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

- A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).
- B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

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this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

- C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.
- D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.
- E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.
- F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

- A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.
- B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.
- C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

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Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address
http://txdot.gov/business/business_outreach/mou.htm.

- E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).
- F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

- A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
 2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and
 4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.
- B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

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- C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.
- D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal 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 federal 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 party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. 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.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

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or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms:
<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf> and <http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf>.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://www.bpn.gov/ccr/default.aspx>;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of \$500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than \$500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee

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will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

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RESPONSIBILITIES OF THE SUBGRANTEE

- A. Carry out the objectives and performance measures of this Grant Agreement by implementing all activities in the Action Plan.

- B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 (Compensation) and Article 7 (Reporting and Monitoring) of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

- C. Attend Department-approved grant management training.

- D. Attend meetings according to the following:
 - 1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and schedule for the following quarter's work.
 - 2. The project director or other qualified person will be available to represent the Subgrantee at meetings requested by the Department.

- E. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants), prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

- F. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have written Department district approval for travel and related expenses if outside of the Department district's boundaries.

- G. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

- H. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or an activity already supported by local or state funds.

- I. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented during the grant year.

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RESPONSIBILITIES OF THE DEPARTMENT

- A. Monitor the Subgrantee's compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:
 - 1. review of periodic reports
 - 2. physical inspection of project records and supporting documentation
 - 3. telephone conversations
 - 4. e-mails and letters
 - 5. quarterly review meetings
 - 6. eGrants

- B. Provide program management and technical assistance.

- C. Attend appropriate meetings.

- D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

- E. Perform an administrative review of the project at the close of the grant period to:
 - 1. Ascertain whether or not the project objectives were met
 - 2. Review project accomplishments (performance measures completed, targets achieved)
 - 3. Document any progress towards self-sufficiency
 - 4. Account for any approved Program Income earned and expended
 - 5. Identify exemplary performance or best practices

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Alcohol and Other Drug Counter Measures

Goal(s):

To reduce the number of alcohol impaired and driving under the influence of alcohol and other drug-related crashes, fatalities and injuries.

Strategy:

X To reduce the number of DUI-related crashes where the driver is under age 21.

Strategy:

Improve education programs on alcohol and driving for youth.

Increase public education and information, concentrating on youth age 5-13 and 14-20, including parent education on drinking and driving.

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Problem Identification and Solution

I. Problem Identification

Alcohol is the most commonly used and abused drug among US youth. Although drinking under the age of 21 is illegal, people aged 12 to 20 years drink 11% of all alcohol consumed in the US (Office of Juvenile Justice & Delinquency Prevention 2011). In Texas, 23% of youth drank before the age of 13 compared to 20% nationwide (2011-US Dept. of Health & Human Services). Vehicle crashes are the leading cause of death for teens (15-20 years old) and 31% of teen traffic deaths are alcohol-related (MADD Power of Parents 2010). Statewide 1,039 people were killed in motor vehicle crashes where the driver was under the influence of alcohol; 34.5 % of the total number of people killed in motor vehicle crashes (TxDOT 2011). Texas currently leads the nation in the number of drinking and driving deaths (NHTSA 2012). In 2011 there were 1,804 alcohol related crashes and injuries in Travis, Hays and Williamson Counties (TxDOT). In Austin, 60% of traffic fatalities were alcohol-related and 331 citations were issued to drivers under 21 (Austin Police Department Jan-Oct 2012). The Greater Austin Underage Drinking Prevention Coalition reports 1,297 tickets for Minor in Possession (MIP) and Minor in Consumption were written for Jan-Sept 2011. According to the Adolescent Drinking - 2011 Texas Youth Risk Behavior Survey, 1 in 3 students rode with someone who had been drinking, and 1 in 10 drove after they had been drinking. The 2011 Travis County Community Impact Report on Youth Risk Factors said 32% of Texas students rode with a drinking driver. The UDPP believes the availability and use of alcohol resulting in underage drinking and driving crashes and fatalities is a significant traffic safety problem for youth.

Travis, Hays and Williamson Counties have rural areas where youth drink because there is not much else to do and drive at the earliest legal age (UDPP 2011). Historically, idle youth are cited as a prime factor in the prevalence of underage drinking. While some view underage drinking as a "rite of passage", teens have a greater risk of death in an alcohol-related crash than the overall driving population, despite their inability to legally purchase, possess or consume alcohol. Fifty-three under 21 rural drivers were involved in DUI fatal crashes; 11% of total state rural drivers (TxDOT 2011).

Underage impaired driving, MIP, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Capital area region which includes Hays, Williamson and Travis Counties, is projected to grow 162% by 2040 (CAN 2012). The student population will continue to grow as well, and so will new teen drivers, with a new crop of students each fall who have not been reached with the prevention message. In the 2011-2012 school year, there were 287,667 students in Travis, Hays, and Williamson County schools (Texas Education Agency 2012). In addition, the Travis County Hispanic population is projected to exceed the Anglo population by 2015. Hispanics have increased as a percentage of the total population in each of the three counties while the white population has decreased as a percentage of total population. The Hispanic population grew by 30% from 2005-2011 in Travis County where they constituted 34% of the population and 47% of the child and youth population (CAN Dashboard 2012). Motor vehicle crashes are the leading cause of death for Hispanics one to 34 years of age (TTI 2012). This illustrates a need for culturally sensitive, bilingual outreach and material for Spanish speakers.

Underage youth are attracted to the tri-county area by higher education institutions and recreational activities, which include aquatic recreation. A 2010 Red Cross study cites alcohol as a factor in about 25%-50% of adolescent and adult deaths from drowning or injuries. College age youth are as particularly at risk for water fatalities as they are for

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binge drinking especially freshman who are at greatest risk from alcohol-related harm (2012 Penn State Prevention Resource Center). Close to 40% of college students in the US binge drink, and that number has remained virtually unchanged for decades. Almost 2,000 US college students die yearly from alcohol-related injuries (Join Together 2011). The Austin ISD 2010-2011 Student Substance Use and Safety Survey cites 80 alcohol violations in high schools and middle schools. AISD students report 14% took a drink once a month. A national survey of 11th and 12th graders found 90% believed their peers were more likely to drink and drive on prom night (Center for Substance Abuse Research 2010). A SAMHSA February 2011 report showed that in January 2011, more than 200,000 youth were given alcohol by a parent or their adult family member. Parents making alcohol available and hosting parties at prom/graduation times as well as at other celebrations, is a factor in the prevalence of underage drinking and underage drinking and driving.

II. Problem Solution

In order to reduce underage drinking and driving in three counties, these measures will be utilized:

"Why Risk It?" and "Busted!" presentations to high schools, middle schools and 4th/5th graders in elementary school, as well as to parents and caregivers, that includes information regarding riding with a drinking driver, the zero tolerance law, and the legal and social consequences of underage drinking. Presentations are conducted by staff and law enforcement volunteers. It will also increase the awareness of risk, in order to reduce the number and severity of motor vehicle crashes among drivers under 21. Teen drinking has predictable and preventable patterns and conditions. UDPP assessments assist in tailoring presentations to youth behaviors.

Parents are the number one source that teens turn to for important information; parents can influence their teen's decision not to drink alcohol (MADD 2010). The UDPP addresses this issue by providing adult/parent presentations that include the "Jacqueline Saburido" and the "Chronicles of a Teen Killer" videos and working with school parent support specialists, parent involvement programs (Parent/Teacher Coffee) and PTA. Adults are also targeted during the Christmas/New Year's Emphasis Patrol dedicated to an underage victim of DWI. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. It maintains cooperative multi-jurisdictional law enforcement efforts addressing underage impaired driving. The program will also reach adults and college age youth through orientations, open enrollments, presentations and health fair events sponsored by public and private employers, as well as by colleges and universities. Other educational components will include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week and Project Celebration. A survey of high school juniors and seniors found that 90% believe their peers are more likely to drink and drive on prom night and 79 % believe the same is true of graduation night (Center for Substance Abuse Research 2010). High-risk times such as spring break, prom, graduation and Halloween will be targeted, and BWI and DWI/summer water safety will be addressed in partnership with the Central Texas Water Safety Coalition. Continue collaboration with groups, including the Austin Police Department Athletic League, Williamson County Youth Substance Abuse Prevention Coalition, Hays/Caldwell Council on Alcohol and Drug Abuse, Austin Travis County Suicide Prevention Coalition, CAN, Austin ISD School Health Advisory Council and the Safe Kids Coalition. Continue UDPP task force efforts by increasing membership and providing quality programs and speakers. The task force celebrates a history of community service and has grown to over 200 members. The task force meets regularly and encourages members to support, utilize and create awareness of new and existing resources; it also serves as a distribution site

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for seasonal campaign material and local event information. Will also utilize Travis County Television for public affairs show "Focus on Youth and Alcohol" and community notices. The Comprehensive Underage Drinking Prevention Program is in a position to reduce alcohol-related harm in the tri-county area by providing education and outreach prevention services as well as changing social norms and perceptions about youth and alcohol. Continuing the UDPP provides continuity to build on previous successes and makes a significant contribution in saving the lives of teenagers by discouraging alcohol consumption. The UDPP addresses the spectrum of underage drinking from 4th graders to 20 year-old college age youth, where the risks vary from riding with a drinking driver for young students to binge drinking, and drinking and driving for older youth. UDPP strengths include name recognition, staff longevity, working relationships with school districts, private and charter schools, established task force and strong working relationships with local law enforcement agencies and media. The "Why Risk It?" program will continue to reach high school age and older youth. The anti-DWI high school program will be supported by the middle school prevention program, "Busted!", especially to 8th graders as they transition to high school and to 4th/5th grade students. Evidence based research shows prevention programs at key transition points can produce beneficial effects even among high risk children and families. The UDPP will also grow its partnership with the Mexican Consulate, Con Mi Madre (Hispanic Mother/Daughter program), PTAs in predominantly Spanish speaking schools, and other Spanish speaking parent groups to address this population's risks. The UDPP will utilize branded materials to enhance marketing efforts and enforce its mission statement: To create a community consensus that underage drinking is illegal, unhealthy and unacceptable.

III. Project Evaluation

Demand for program services (presentations, booths and community collaborations) allows for measuring success in meeting stated project goals/objectives. The UDPP is not a mandated school program; it is invited onto campuses based on merit and historical relationships. Media coverage of the project reflects community awareness, interest and support of the program and its goals. In addition, project staff conducts short pre and post surveys to measure student knowledge of the Zero Tolerance law.

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Conduct 460 Busted and Why Risk It? presentations to youth and adults in Travis, Hays and Williamson Counties. by 9/30/2014

Activity	Responsible	Activity Completion Date
1. Contact schools for presentations.	Subgrantee	5/31/2014
2. Contact community youth groups for presentations.	Subgrantee	5/31/2014
3. Conduct underage drinking prevention/alcohol awareness presentations to adults (youth over 21, parents, and caregivers).	Subgrantee	5/31/2014
4. Participate in age appropriate community events.	Subgrantee	6/30/2014
5. Conduct underage drinking prevention/alcohol awareness presentations to elementary through 12th grade youth.	Subgrantee	9/30/2014
6.		
7.		
8.		
9.		
10.		

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Establish 12 collaboration between existing agencies on underage drinking and anti-DWI issues. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Create partnerships for Halloween community events.	Subgrantee	10/31/2013
2.	Create partnerships for winter holiday community events.	Subgrantee	1/31/2014
3.	Create partnerships for Spring Break community/school events.	Subgrantee	4/30/2014
4.	Participate in forums on underage drinking prevention for parents of elementary school youth.	Subgrantee	5/31/2014
5.	Create partnerships for prom/graduation community/school events.	Subgrantee	5/31/2014
6.	Coordinate outreach efforts with existing underage drinking prevention efforts: ISD Project Celebrations, Mexican Consulate events, etc.	Subgrantee	6/30/2014
7.	Collaborate with other county coalitions focused on anti-DWI/underage drinking prevention in the tri-county area.	Subgrantee	9/30/2014
8.	Attend underage drinking prevention/anti-DWI, and youth health & safety meetings: SafeKids, Greater Austin Underage Drinking Co., Suicide Preve., etc.	Subgrantee	9/30/2014
9.			
10.			

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Participate in 50 community events in Travis, Hays and Williamson Counties. by 9/30/2014

Activity	Responsible	Activity Completion Date
1. Contact and work with local colleges and universities on underage drinking and underage drinking and driving prevention efforts.	Subgrantee	6/30/2014
2. Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee	7/31/2014
3. Provide presentations to and staff information booths at recreation centers.	Subgrantee	8/31/2014
4. Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	9/30/2014
5. Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	9/30/2014
6. Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	9/30/2014
7.		
8.		
9.		
10.		

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Collect 12 months of UDPP statistics in Travis, Hays and Williamson Counties. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Identify youth community service options for each county.	Subgrantee	5/31/2014
2.	Conduct pre and post surveys before and after UDPP presentations.	Subgrantee	5/31/2014
3.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	6/30/2014
4.	Compile information and data collected. Report findings at end of year task force meeting.	Subgrantee	8/31/2014
5.	Compile data and determine any trends for each county.	Subgrantee	9/30/2014
6.	Identify links between underage drinking and other social issues.	Subgrantee	9/30/2014
7.			
8.			
9.			
10.			

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Conduct 5 Underage Drinking Prevention Task Force meetings. by 9/30/2014

	Activity	Responsible	Activity Completion Date
1.	Conduct and attend task force meetings.	Subgrantee	8/31/2014
2.	Provide statistics/information to task force members.	Subgrantee	8/31/2014
3.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2014
4.	Coordinate activities with other groups and agencies to prevent duplication of efforts.	Subgrantee	8/31/2014
5.	Maintain a database of coalition task force members.	Subgrantee	9/30/2014
6.	Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2014
7.	Invite representatives from Williamson and Hays Counties to attend task force meetings.	Subgrantee	9/30/2014
8.	Partner with Hays and Williamson Counties on task force activities.	Subgrantee	9/30/2014
9.			
10.			

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Objectives, PI&E, Performance Measures and Activities

Objective statement: To Conduct 1 year round public information and education (PI&E) campaign in the tri-county area. by 9/30/2014

Activity	Responsible	Activity Completion Date
1. Determine and develop types of materials needed.	Subgrantee	12/31/2013
2. Submit proposed materials and the PI&E plan to the department for approval.	Subgrantee	1/31/2014
3. Participate in seasonal campaigns: Christmas/New Year's, Red Ribbon Week, Spring Break, and Graduation in coordination with federal/state campaigns.	Subgrantee	6/30/2014
4. Contact and serve PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee	6/30/2014
5. Produce/distribute material and maintain records of all PI&E material received and distributed.	Subgrantee	9/30/2014
6. Report on program activities.	Subgrantee	9/30/2014
7. Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data, and trends.	Subgrantee	9/30/2014
8. Utilize public access TV for public service and community billboard announcements, and produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	9/30/2014
9. Submit press releases to existing news sources (print and broadcast) in all three counties.	Subgrantee	9/30/2014
10. Update press kit & update program fact sheet with current data distribution to task force agencies and the public.	Subgrantee	9/30/2014

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Budget Summary

Budget Category	TxDOT	Match	Program Income	Total
Category I - Labor Costs				
(100) Salaries:	\$108,425.00	\$20,364.00	\$0	\$128,789.00
(200) Fringe Benefits:	\$49,224.87	\$0	\$0	\$49,224.87
Sub-Total:	\$157,649.87	\$20,364.00	\$0	\$178,013.87
Category II - Other Direct Costs				
(300) Travel:	\$1,850.00	\$1,000.00	\$0	\$2,850.00
(400) Equipment:	\$0	\$0	\$0	\$0
(500) Supplies:	\$0	\$0	\$0	\$0
(600) Contractual Services:	\$0	\$277,807.08	\$0	\$277,807.08
(700) Other Miscellaneous:	\$2,400.00	\$22,000.00	\$0	\$24,400.00
Sub-Total:	\$4,250.00	\$300,807.08	\$0	\$305,057.08
Total Direct Costs:	\$161,899.87	\$321,171.08	\$0	\$483,070.95
Category III - Indirect Costs				
(800) Indirect Cost Rate:	\$0	\$0	\$0	\$0
Summary				
Total Labor Costs:	\$157,649.87	\$20,364.00	\$0	\$178,013.87
Total Direct Costs:	\$4,250.00	\$300,807.08	\$0	\$305,057.08
Total Indirect Costs:	\$0	\$0	\$0	\$0
Grand Total:	\$161,899.87	\$321,171.08	\$0	\$483,070.95
Fund Sources: (Percent Share)	33.51%	66.49%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

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TRAVIS COUNTY FY 13 GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	139/Travis County Adult Probation	
Contact Person/Title:	Lila Oshatz, Division Director Programs and Services	
Phone Number:	512-854-7602	

Grant Title:	Travis County Adult Probation DWI Court		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Office of the Governor- Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	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
Totals:	\$ 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
1390010001	\$ 52,519	\$ 0	\$ 52,519	4.00	Nov 30, 2013

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

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Maintain a DWI Court completion rate of 70% or higher	75%	70%	70%	70%
2.					
3.					
+ - Measures for the Grant					
1.	Number of new enrollments	59	56	50	50
Outcome Impact Description		Recidivism Reduction			
2.	Number of Successful completions	45	33	43	43
Outcome Impact Description		As program is 12 months in duration, clients typically start treatment in one fiscal year and complete in another. Therefore, successful completions are often comprised of participants who started in the previous fiscal year.			
3.					
Outcome Impact Description					

PBO Recommendation:

PBO concurs with this Permission to Continue request for the Adult Probation DWI Court 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 one?

The mission of the TCAP DWI Court is to "enhance community supervision and improve lives by facilitating rehabilitation through a collaborative process, which includes treatment, supervision and judicial involvement. We foster recovery by providing support, compassion and accountability." This mission is accomplished through collaborative partnerships. The DWI Court is a pro-active approach which entails the early identification of repeat DWI offenders and providing to them the support and services needed to eliminate their repetitive involvement with the criminal justice system.

Specific program goals are as follows:

1. Participants will receive timely substance use treatment to address identified substance use needs and other criminogenic need areas.
2. Participants will receive timely judicial oversight to support and confront behavioral change .
3. Participants will receive timely drug/alcohol testing to insure abstinence.
4. Participants will receive case management services and will have their conditions monitored by the probation officer.

Permission to Continue request is through the end of November 2013 to support personnel costs to continue to DWI Court operations until receipt of grant award from Office of the Governor.

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

The Department will continue to apply for grant funding to support DWI Court program needs for future fiscal years. We will explore other sustainability options as well.

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

No match requirement

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 Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

No. It is the intent of the Department to identify funding sources to maintain self-sufficiency for the DWI Court through a combination of funding sources.

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

This is a continued program initiated in FY 2009.

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.

Pursuant to the Texas Health and Safety Code 469.006, counties with populations over 200,000 must implement and apply for state funds to implement a DWI/Drug Court. This request is to meet the mandated requirements of the law as well as to meet an identified community need.

The DWI Court represents another sentencing option for the judiciary, specifically the establishment of an additional "best practice" problem solving court to impact recidivism and provide continued reduction in community corrections costs. The DWI Court is consistent with the Department's Travis Community Impact Supervision (TCIS) initiative as it provides for strategic rehabilitative responses to meet the identified individualized risk and needs levels of the offender through a structured system of sanctions and incentives.

ADULT PROBATION DEPARTMENT

of Travis County

Central Unit
411 W. 13th Street,
Suite 400
Austin, TX 78701
512-854-4600
512-854-4606 Fax

North Unit
10409 Burnet Rd
Austin, TX 78758
512-854-9775
512-854-4533 Fax

Mental Health Unit
4920 IH 35 North
Suite 110
Austin, TX 78751
512-854-1800
512-854-4612 Fax

South Unit
4011 McKinney Falls Pkwy
Suite 1300
Austin, TX 78744
512-854-CSCD (2723)
512-854-4612 Fax

SMART
3404 S FM 973
Del Valle, TX
78617
512-854-3150
512-247-5567 Fax



Mailing Address: PO Box 2245 Austin, Texas 78768-2245

www.co.travis.tx.us/AdultProbation

Voice Response System: 512-495-6563 or 1-800-451-3887

Rosie Ramón-Durán, Interim Director

MEMORANDUM

TO: Commissioner's Court

FROM: Lila Oshatz
Probation Division Director- Programs/Services *Lila Oshatz*

DATE: August 26, 2013

SUBJECT: Permission to Continue- Office of the Governor DWI Court Grant

This memo is to request permission to continue operations for the Travis County Adult Probation DWI Court until receipt of the grant award from the Office of the Governor. Traditionally, grant awards are received from the Office of the Governor during the months of September or October.

We are requesting that the personnel costs associated with the grant (4 FTEs) be covered through the end of November 2013. This would allow ample time for receipt of a grant award. Further details are provided in the attached Grant Summary Sheet.

Thank you in advance for your consideration.

cc: Rosie Ramón-Durán
Bob Klepac



Travis County Commissioners Court Agenda Request

Meeting Date: 9/10/13

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106 *LB*

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 salary adjustments from Constable Pct 5 for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Action – Pages 7 - 10.

Constable Pct 5 requests approval for three salary adjustments that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744
Debbie Maynor, Human Resources Management Department, 854-9170
Leslie Browder, Planning and Budget Office, 854-9106

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW		
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
New Hire	New Hire	08/23/2013	N/A	N/A	1700 - Transportation and Nat Rsrc	30004648 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / \$13.00	
New Hire	New Hire	08/26/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30000663 / Education Instructional S / 1 - Regular / 04 - Part Time Non-Exempt / GRD13 / 00 / \$15,119.42	
New Hire	New Hire	08/30/2013	N/A	N/A	2000 - County Auditor	30000033 / Aud Database Administrato / 1 - Regular / 01 - Full Time Exempt / GRD27 / 00 / \$104,000.00	
New Hire	New Hire	08/26/2013	N/A	N/A	3150 - County Clerk	30001051 / Office Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD10 / 00 / \$11.87	
New Hire	New Hire	08/23/2013	N/A	N/A	3200 - District Clerk	30051401 / Court Clerk Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / \$14.50	
New Hire	New Hire	08/26/2013	N/A	N/A	3500 - Sheriff	30001932 / Human Resources Asst Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD16 / 00 / \$39,249.60	
New Hire	New Hire	09/03/2013	N/A	N/A	3500 - Sheriff	30002401 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	

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HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

September 10, 2013

ITEM # :

DATE: August 30, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 6.

B. Non-Routine Personnel Actions – Pages 7 - 10.

Constable Pct 5 requests approval for three salary adjustments that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Title / Employee Group / Grade / Level / Salary/Rate Amt
New Hire	New Hire	09/16/2013	N/A	N/A	3500 - Sheriff	30002520 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	09/03/2013	N/A	N/A	3500 - Sheriff	30002595 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	09/16/2013	N/A	N/A	3500 - Sheriff	30002760 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	09/03/2013	N/A	N/A	3500 - Sheriff	30050215 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,651.20
New Hire	New Hire	08/26/2013	N/A	N/A	3500 - Sheriff	30051403 / Human Resources Mgr II / 2 - Temporary / 05 - Hourly - Retmt / GRD26 / 00 / \$45.54
New Hire	New Hire	08/26/2013	N/A	N/A	3650 - Juvenile Probation	30004247 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,968.00
Re-Hire	Re-Hire	08/22/2013	N/A	N/A	3050 - Tax Collector	30000176 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54
Mobility	Interdpt Change	08/26/2013	3460 - Constable Pct 3	30001792 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,043.96	3450 - Constable Pct 1	30001730 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,463.79

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Subgroup / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001846 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$37,424.00	3470 - Constable Pct 5	GRD13 / 00 / \$38,546.72
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001848 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,281.00	3470 - Constable Pct 5	GRD13 / 00 / \$34,279.43
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001840 / Court Services Mgmt Adm Coord / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$52,978.00	3470 - Constable Pct 5	GRD18 / 00 / \$54,567.34
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001849 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,596.00	3470 - Constable Pct 5	GRD13 / 00 / \$34,603.88
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001847 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$35,044.00	3470 - Constable Pct 5	GRD13 / 00 / \$36,095.32
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001841 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,461.00	3470 - Constable Pct 5	GRD13 / 00 / \$35,494.83
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001845 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$38,846.00	3470 - Constable Pct 5	GRD15 / 00 / \$40,011.38
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001864 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,659.00	3470 - Constable Pct 5	GRD13 / 00 / \$33,638.77

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001852 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,659.00	3470 - Constable Pct 5	GRD13 / 00 / \$33,638.77
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001855 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,867.00	3470 - Constable Pct 5	GRD13 / 00 / \$34,883.01
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001854 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,500.00	3470 - Constable Pct 5	GRD13 / 00 / \$34,505.00
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001842 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,867.00	3470 - Constable Pct 5	GRD13 / 00 / \$34,883.01
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001851 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$36,230.00	3470 - Constable Pct 5	GRD13 / 00 / \$37,316.90
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001857 / Application Dev Analyst I / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$63,044.80	3470 - Constable Pct 5	GRD23 / 00 / \$64,936.14
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001853 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$38,089.72	3470 - Constable Pct 5	GRD14 / 00 / \$39,232.41
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001843 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$34,287.00	3470 - Constable Pct 5	GRD13 / 00 / \$35,315.61

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001856 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,784.00	3470 - Constable Pct 5	GRD13 / 00 / \$32,737.52
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001867 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$33,904.80	3470 - Constable Pct 5	GRD13 / 00 / \$34,921.94
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001859 / Business Analyst Assoc / 1 - Regular / 01 - Full Time Exempt / GRD19 / 00 / \$51,625.00	3470 - Constable Pct 5	GRD19 / 00 / \$53,173.75
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001844 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$32,261.84	3470 - Constable Pct 5	GRD13 / 00 / \$33,229.70
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30001860 / Executive Asst / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$44,596.03	3470 - Constable Pct 5	GRD17 / 00 / \$45,933.91
Salary Change	Salary/Hourly Rate Change	09/01/2013	3470 - Constable Pct 5	30005874 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,146.00	3470 - Constable Pct 5	GRD13 / 00 / \$32,080.38

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NON-ROUTINE SALARY CHANGE ACTIONS				
Dept. (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Dept. (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3470 - Constable Pct 5	30001850 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$48,316.00	3470 - Constable Pct 5	GRD15 / 00 / \$49,765.48	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3470 - Constable Pct 5	30001858 / Planner Mgmt Research Specialist / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$53,252.99	3470 - Constable Pct 5	GRD17 / 00 / \$54,850.58	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.
3470 - Constable Pct 5	30001839 / Office Mgr Sr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$71,410.00	3470 - Constable Pct 5	GRD21 / 00 / \$73,552.30	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

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HRMD 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: August 30, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: CN 5 Non-Routine Salary Action, Positions 30001850, 30001858,
30001839

HRMD requests Commissioners Court to discuss and consider the following action.

CN 5 Request:

Constable #5's Office (CN 5) requests approval to increase the salary of one Office Manager Senior (PG 21), one Planner Mgmt Research Specialist (PG 17), and one Court Clerk II (PG 15). The proposed actions would result in each employee being beyond the midpoint + 10% mark. The total dollar increase for the three positions is \$5,639.37 and the increases range from 3.0 to 3.37%. The proposed actions would apply to the following positions:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001839	Office Mgr Sr	\$71,410.00	\$73,552.30
30001858	Planner Mgmt Res Spec	\$53,252.99	\$54,850.58
30001850	Court Clerk II	\$48,316.00	\$49,765.48

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.

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Issue

The actions are non-routine by policy since the proposed increases would place the incumbents beyond midpoint + 10% of their current Pay Grades.

Recommendation

HRMD recommends approval of CN 5's proposed salary actions. The proposed increases are not excessive and consistent with the intent of the policy. The actions would be effective September 1, 2013. The Planning & Budget Office has verified sufficient funding exists for these actions.



CARLOS B. LOPEZ

TRAVIS COUNTY CONSTABLE, PRECINCT FIVE

Date: August 28, 2013
To: Todd Osburn, Compensation Manager, Travis County HRMD
From: Carlos B. Lopez, Constable *COL*
Cinda Kortan, Division Manager *CK*
Subject: Non-Routine Salary Adjustments

This memorandum is a request to increase the salary for positions: 30001839, 30001858 and 30001850 by 3% effective September 1, 2013.

This request is considered non-routine and will put these employees over the 10% above midpoint. These employees have more than met the challenge of additional duties this year. This request will be funded internally using salary savings and funding has been confirmed by PBO.

If there are any questions, please do not hesitate to contact me.





Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *LB*

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$981,591.15 for the period of August 23 to August 29, 2013.

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 \$981,591.15.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$981,591.15

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 10, 2013

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: August 23, 2013 to August 29, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$981,591.15

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 \$981,591.15.

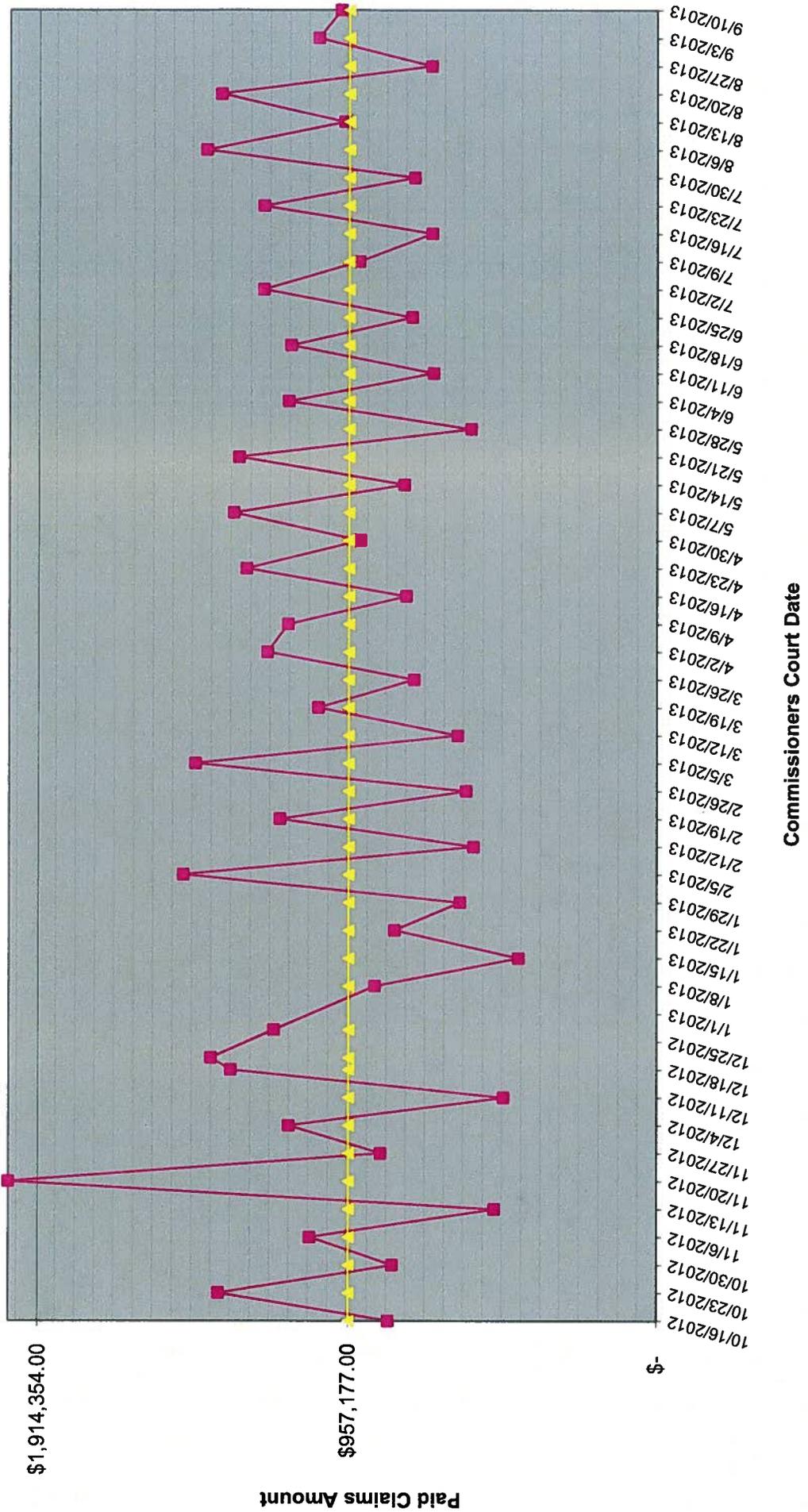
Please see the attached reports for supporting detail information.

**TRAVIS COUNTY
HOSPITAL AND INSURANCE FUND
SUPPORTING DETAIL FOR THE
WEEKLY REIMBURSEMENT REQUEST TO
COMMISSIONERS COURT
FOR THE PAYMENT PERIOD
AUGUST 23, 2013 TO AUGUST 29, 2013**

-

- 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) (Bank of America)**
- 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 Employee Benefit Plan FY13 Paid Claims vs Weekly Claims Budget of \$957,177.23



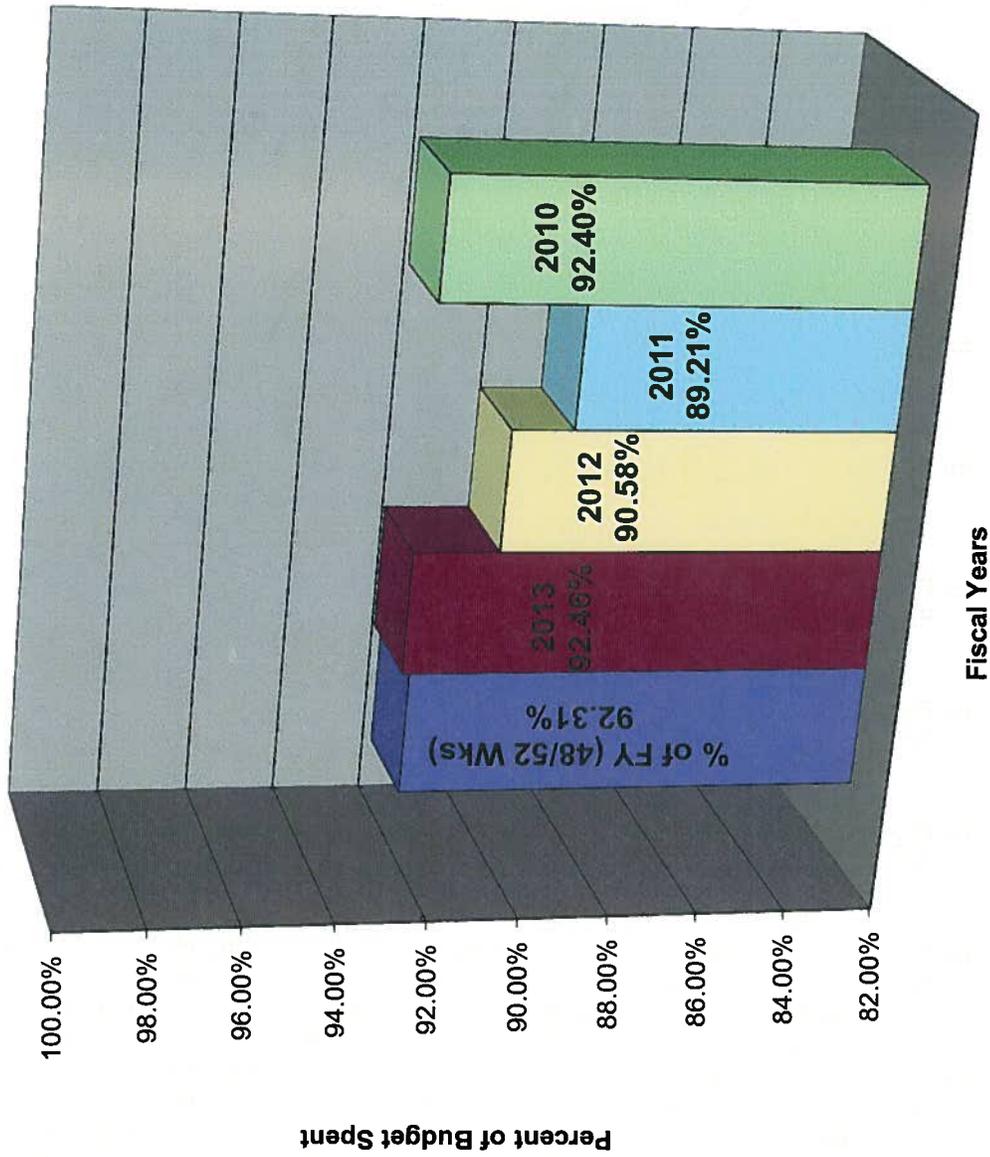
Travis County Employee Benefit Plan FY13 Weekly Paid Claims VS Weekly Budgeted Amount

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2013 % of Budget Spent	FY 2012 % of Budget Spent
1	9/28/2012	10/4/2012	10/16/2012	\$ 833,295.36	\$ 957,177.23	2	\$ 264,210.15	1.67%	1.42%
2	10/5/2012	10/11/2012	10/23/2012	\$ 1,356,899.90	\$ 957,177.23	3	\$ 398,807.43	4.40%	3.40%
3	10/12/2012	10/18/2012	10/30/2012	\$ 819,640.44	\$ 957,177.23	2	\$ 116,768.50	6.05%	5.60%
4	10/19/2012	10/25/2012	11/6/2012	\$ 1,076,062.49	\$ 957,177.23	1	\$ 68,192.73	8.21%	6.54%
5	10/26/2012	11/1/2012	11/13/2012	\$ 503,241.86	\$ 957,177.23	0	\$ -	9.22%	7.69%
6	11/2/2012	11/8/2012	11/20/2012	\$ 2,004,819.80	\$ 957,177.23	4	\$ 832,945.50	13.25%	10.01%
7	11/9/2012	11/15/2012	11/27/2012	\$ 856,605.61	\$ 957,177.23	7	\$ 345,370.77	14.97%	11.71%
8	11/16/2012	11/22/2012	12/4/2012	\$ 1,140,771.38	\$ 957,177.23	0	\$ -	17.26%	14.05%
9	11/23/2012	11/29/2012	12/11/2012	\$ 474,802.74	\$ 957,177.23	2	\$ 98,896.45	18.21%	14.57%
10	11/30/2012	12/6/2012	12/18/2012	\$ 1,319,676.15	\$ 957,177.23	4	\$ 142,853.98	20.87%	17.30%
11	12/7/2012	12/13/2012	12/21/2012	\$ 1,380,972.18	\$ 957,177.23	8	\$ 726,479.65	23.64%	18.57%
12	12/14/2012	12/20/2012	12/28/2012	\$ 1,187,151.92	\$ 957,177.23	3	\$ 148,596.86	26.03%	20.69%
13	12/21/2012	12/27/2012	1/8/2013	\$ 875,593.97	\$ 957,177.23	5	\$ 262,457.31	27.79%	21.80%
14	12/28/2012	1/3/2013	1/15/2013	\$ 428,312.76	\$ 957,177.23	2	\$ 58,763.15	28.65%	22.93%
15	1/4/2013	1/10/2013	1/22/2013	\$ 814,824.53	\$ 957,177.23	0	\$ -	30.28%	25.13%
16	1/11/2013	1/17/2013	1/29/2013	\$ 610,955.41	\$ 957,177.23	1	\$ 41,841.23	31.51%	26.89%
17	1/18/2013	1/24/2013	2/5/2013	\$ 1,466,572.26	\$ 957,177.23	4	\$ 192,975.28	34.46%	28.96%
18	1/25/2013	1/31/2013	2/12/2013	\$ 569,238.61	\$ 957,177.23	2	\$ 75,547.81	35.60%	30.05%
19	2/1/2013	2/7/2013	2/19/2013	\$ 1,169,082.60	\$ 957,177.23	1	\$ 25,851.04	37.95%	31.86%
20	2/8/2013	2/14/2013	2/26/2013	\$ 592,192.07	\$ 957,177.23	2	\$ 72,001.13	39.14%	34.26%
21	2/15/2013	2/21/2013	3/5/2013	\$ 1,429,268.44	\$ 957,177.23	3	\$ 250,943.12	42.01%	36.83%
22	2/22/2013	2/28/2013	3/12/2013	\$ 617,670.76	\$ 957,177.23	1	\$ 30,476.50	43.25%	38.55%
23	3/1/2013	3/7/2013	3/19/2013	\$ 1,051,038.00	\$ 957,177.23	2	\$ 61,077.22	45.36%	41.36%
24	3/8/2013	3/14/2013	3/26/2013	\$ 754,131.33	\$ 957,177.23	3	\$ 93,494.47	46.88%	42.83%
25	3/15/2013	3/21/2013	4/2/2013	\$ 1,207,753.63	\$ 957,177.23	5	\$ 187,944.03	49.30%	44.44%
26	3/22/2013	3/28/2013	4/9/2013	\$ 1,143,736.22	\$ 957,177.23	5	\$ 386,145.74	51.60%	46.79%
27	3/29/2013	4/4/2013	4/16/2013	\$ 778,673.30	\$ 957,177.23	2	\$ 67,438.64	53.17%	48.19%
28	4/5/2013	4/11/2013	4/23/2013	\$ 1,272,288.67	\$ 957,177.23	4	\$ 185,102.83	55.72%	51.21%
29	4/12/2013	4/18/2013	4/30/2013	\$ 922,180.96	\$ 957,177.23	5	\$ 196,051.28	57.58%	52.36%
30	4/19/2013	4/25/2013	5/7/2013	\$ 1,312,317.73	\$ 957,177.23	4	\$ 129,379.59	60.21%	54.89%
31	4/26/2013	5/2/2013	5/14/2013	\$ 784,494.28	\$ 957,177.23	3	\$ 145,311.14	61.79%	56.65%
32	5/3/2013	5/9/2013	5/21/2013	\$ 1,296,101.07	\$ 957,177.23	1	\$ 104,387.56	64.39%	59.66%
33	5/10/2013	5/16/2013	5/28/2013	\$ 577,392.71	\$ 957,177.23	2	\$ 59,637.50	65.55%	60.97%
34	5/17/2013	5/23/2013	6/4/2013	\$ 1,142,923.03	\$ 957,177.23	1	\$ 47,354.94	67.85%	63.30%
35	5/24/2013	5/30/2013	6/11/2013	\$ 694,579.02	\$ 957,177.23	4	\$ 162,787.84	69.24%	65.14%
36	5/31/2013	6/6/2013	6/18/2013	\$ 1,135,706.60	\$ 957,177.23	3	\$ 160,473.28	71.53%	67.72%
37	6/7/2013	6/13/2013	6/25/2013	\$ 761,015.51	\$ 957,177.23	2	\$ 100,699.54	73.06%	68.76%
38	6/14/2013	6/20/2013	7/2/2013	\$ 1,220,304.06	\$ 957,177.23	4	\$ 138,287.70	75.51%	71.38%
39	6/21/2013	6/27/2013	7/9/2013	\$ 925,240.50	\$ 957,177.23	5	\$ 188,764.35	74.14%	73.07%
40	6/28/2013	7/4/2013	7/16/2013	\$ 698,621.50	\$ 957,177.23	2	\$ 113,774.05	75.54%	74.58%
41	7/5/2013	7/11/2013	7/23/2013	\$ 1,219,443.82	\$ 957,177.23	3	\$ 160,558.84	77.99%	77.11%
42	7/12/2013	7/18/2013	7/30/2013	\$ 753,137.07	\$ 957,177.23	3	\$ 150,618.25	79.50%	78.80%
43	7/19/2013	7/25/2013	8/6/2013	\$ 1,396,563.87	\$ 957,177.23	2	\$ 152,912.69	82.31%	80.77%
44	7/26/2013	8/1/2013	8/13/2013	\$ 970,250.15	\$ 957,177.23	6	\$ 272,294.91	84.26%	82.04%
45	8/2/2013	8/8/2013	8/20/2013	\$ 1,350,843.12	\$ 957,177.23	4	\$ 237,352.49	86.97%	85.14%
46	8/9/2013	8/15/2013	8/27/2013	\$ 700,311.64	\$ 957,177.23	1	\$ 26,622.00	88.38%	86.73%
47	8/16/2013	8/22/2013	9/3/2013	\$ 1,051,311.47	\$ 957,177.23	1	\$ 42,947.50	90.49%	88.50%
48	8/23/2013	8/29/2013	9/10/2013	\$ 981,591.15	\$ 957,177.23	3	\$ 253,271.00	92.46%	90.58%
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 46,022,199.80	\$ 45,944,507.08	stop loss	\$ (1,607,401.85)
Gross Paid Claims over (under) Original Budget		\$ 77,692.72		

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 48



Norman Mcree

From: SIFSFX@UHC.COM
Sent: Friday, August 30, 2013 5:33 AM
To: Norman Mcree
Subject: UHG FUNDING NOTIFICATION

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY ACCORDING TO THE LABOR DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2013-08-30 REQUEST AMOUNT: \$1,970,749.60

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVICE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-08-29 \$823,517.52
- REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
+ PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,844,523.48

+ CURRENT DAY NET CHARGE: \$126,226.12
+ ISSUED CREDIT AMOUNT: \$00.00
+ FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,970,749.60

ACTIVITY FOR WORK DAY: 2013-08-23

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$46,084.52	\$00.00	\$46,084.52
TOTAL:	\$46,084.52	\$00.00	\$46,084.52

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_08_29

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.01	QG	11789625	AH	6	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AH	9	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11793112	AA	1	8/28/2013	100	8/30/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AA	15	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AA	8	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AA	6	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AE	9	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11789625	AE	5	8/26/2013	100	8/28/2013	8/29/2013
701254	632	\$ 0.01	QG	11793112	AE	9	8/28/2013	100	8/30/2013	8/29/2013
701254	632	\$ (4.50)	QG	61587032	AE	9	5/29/2013	50	8/29/2013	8/29/2013
701254	632	\$ (25.00)	QG	71641410	AH	1	6/17/2013	50	8/28/2013	8/29/2013
701254	632	\$ (42.38)	QG	28 12881820	AA	1	8/21/2013	55	8/26/2013	8/29/2013
701254	632	\$ (59.16)	QG	11630964	AA	5	6/3/2013	50	8/28/2013	8/29/2013
701254	632	\$ (65.05)	QG	92301018	AH	1	8/21/2013	50	8/27/2013	8/29/2013
701254	632	\$ (65.05)	QG	71472515	AH	1	8/21/2013	50	8/27/2013	8/29/2013
701254	632	\$ (180.00)	QG	50470054	AH	7	8/22/2013	50	8/28/2013	8/29/2013
701254	632	\$ (288.52)	QG	61501015	AH	3	8/23/2013	50	8/29/2013	8/29/2013
701254	632	\$ (534.00)	QG	81696202	AH	8	8/23/2013	50	8/29/2013	8/29/2013
701254	632	\$ (688.36)	QG	81706568	AE	11	8/23/2013	50	8/29/2013	8/29/2013

981,591.15

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

For the payment week ending: 08/29/2013

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>ACCT#</i>	<i>CLAIM</i>	<i>ISS_DATE</i>	<i>TRANS_CODE</i>	<i>TRANS_DATE</i>
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)**Journal Entry for the Reimbursement to United Health Care**

For the payment week ending: 08/29/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 139,510.29
	RR	1110068956	516110	\$ 13,882.82
			Total CEPO	\$ 153,393.11
EPO	EE	1110068956	516030	\$ 366,431.29
	RR	1110068956	516130	\$ 10,259.17
			Total EPO	\$ 376,690.46
PPO	EE	1110068956	516020	\$ 423,295.73
	RR	1110068956	516120	\$ 28,211.85
			Total PPO	\$ 451,507.58
			Grand Total	\$ 981,591.15



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE COSTS AND ENGINEERING AND ARCHITECTURAL FEATURES OF CERTAIN RECENTLY CONSTRUCTED CIVIL AND/OR FAMILY COURTHOUSES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

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: Commissioner Davis, Precinct One

A handwritten signature in black ink, appearing to read "Roger El Khoury" with a stylized flourish below it.

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve the third renewal term of the lease between Buttross Properties and Travis County for space located at 8011-A Cameron Road in Austin, Texas.

BACKGROUND/SUMMARY OF REQUEST:

On November 24, 2009, the Commissioners Court approved a lease agreement between Buttross Properties, a Texas corporation and Travis County for space located at 8011-A Cameron Road in Austin, Texas. The Juvenile Probation Department is occupying 12,807 net rentable square feet at this location. On November 15, 2011, the Commissioners Court approved a first amendment to the lease to exercise the first renewal term, and also added two additional renewal terms (for a total of four) at the same rate of \$13.20 per rentable square foot. Exercising the available third renewal term would extend access to the space to November 30, 2014.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends approval to send notice to Buttross Properties of the intent of the County to exercise the third option to renew the lease at 8011-A Cameron Road for an additional 12 month period.

ISSUES AND OPPORTUNITIES:

Chief Medina with the Juvenile Probation Department has advised the Facilities Management Department that they would like to exercise the option to renew the lease (Attachment One). There are no financial or legal issues that would impact approval of this renewal. Funding for the lease is available in the Juvenile Probation Department budget.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$169,052.40 for annual rent is funded in the Juvenile Probation Department budget.

ATTACHMENTS/EXHIBITS:

Chief Medina's letter, August 27, 2013

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

MEMORANDUM

TO: Roger El Khoury, M.S., P.E., Director
Facilities Management Department

FROM: Estela P. Medina, Chief Juvenile Probation Officer
Juvenile Probation Department *Estela Medina*

DATE: August 27, 2013

SUBJECT: Notice of Intent to Renew
8011-A Cameron Road

The Juvenile Probation Department would like to exercise the first of two Lease Renewals approved via the First Amendment to the lease agreement dated November 15, 2011. The term for this Renewal will be for the period of December 1, 2013 through November 30, 2014.

Please let me know if you have any questions or require additional information in order to proceed with this request.

As always, thank you for all of your assistance.

Copy To: John Carr, Engineering Division Manager, Facilities Management Department
Britt Canary, Deputy Chief, Juvenile Probation Department
Darryl Beatty, Deputy Chief, Juvenile Probation Department
Sylvia Mendoza, Financial Manager, Juvenile Probation Department
Mary Nieves, Juvenile Facilities Manager, Juvenile Probation Department



Travis County Commissioners Court Agenda Request

Meeting Date: September 3, 2013

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762;
Marvin Brice, CPPB/854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for the East Command-Collier Building Structural Foundation Repair, IFB No. 1307-008-JT, to the low bidder, HCS, Inc.

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

This contract requires the Contractor to provide the labor, equipment, materials and supervision necessary for the foundation repair for the East Command-Collier Building located at 7811 Burleson-Manor Road in Manor, Texas.

IFB No. 1307-008-JT was issued on July 31, 2013, to solicit bids for the project referenced above. After a total of thirty-two (32) vendors were solicited, three (3) bids were received electronically in response to the solicitation when subject IFB opened on August 21, 2013, at 2:00 p.m. The apparent low bidder is HCS, Inc. with a Base Bid of \$117,000.00.

As a matter of interest to the Court, due to the fact that the Contractor has zero percent HUB subcontractor utilization, the Purchasing Office requested an explanation. An HCS, Inc. representative indicated that the HUB subcontractors solicited did not respond and provided back-up documentation for their HUB outreach.

Facilities Management recommends that a contract be awarded to the HCS, Inc. in the amount of \$117,000.00. FMD has determined that the price is fair and reasonable.

➤ **Contract-Related Information:**

Award Amount: \$117,000.00

Contract Type: Construction

Contract Period: 90 Calendar Days after NTP issuance

➤ **Solicitation-Related Information:**

Solicitations Sent: 32

Responses Received: 3

HUB Information: 1

% HUB Subcontractor: 0%

➤ **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: 300000570

Cost Center-G/L no'(s): 1148030001-511530

Comments:



FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca St. Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: EASTC-15-13R-1M
FILE: 703

TO: Cyd V. Grimes, CPM, Purchasing Agent
FROM: Roger A. El Khoury, M.S., P.E., Director
DATE: August 26, 2013
SUBJECT: Collier Building Structural Foundation Repair
IFB No.: B1307-008-JT

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" field of the memorandum.

Facilities Management Department (FMD) recommends award of the Collier Building Structural Foundation Repair in the amount of a base bid \$117,000.00, and unit price bids as follows:

- 1- Unit cost for casing, if required per linear foot \$125.00
- 2- Unit cost per linear foot for greater/lesser depth of drilling for piers \$175.00

To the apparent low bidder on the base bid HCS, Inc. Three contractors bid on the subject project.

FMD has reviewed the bid tabulation and the unit bid items and determined that the low bid is fair and reasonable. FMD is recommending award of the base bid and unit price bids. The construction schedule is 90 calendar days after the issuance of the notice to proceed. Funds for this project are in cost center - GL 1148030001-511530 and are encumbered under funds reservation document 300000570.

In accordance with the procedure to secure approval for this contract award, this request is being forwarded along with the supporting documents for approval by the Commissioners Court on 09/03/2013. If approved, please issue a fully executed contract to HCS, Inc. Please call Mina Awadalla at extension 44939 if you have any questions.

ATTACHMENT:
Bid Tabulation Form

COPY TO:
Leslie Browder, County Executive, PBO
Marvin Brice, CPPB, Assistant Purchasing Agent, Purchasing
Amy Draper, CPA, Financial Manager, FMD
Mina Awadalla, Engineering Associate, FMD
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, TCPO

TRAVIS COUNTY PURCHASING CONSTRUCTION CONTRACTS BID TABULATION FORM

BID NO.: B1307-008-JT

DESCRIPTION: East Command-Collier Building Structural Foundation Repair

DEPARTMENT: Travis County Facilities Management Department

CONTACT/NO.: Mina Awadalla 512-854-4939

BID DATE: August 21, 2013

OPEN TIME: 2:00 p.m. CST

BIDS EXPIRE: November 19, 2013

BIDS SOLICITED: 32

BIDS RECEIVED: 3

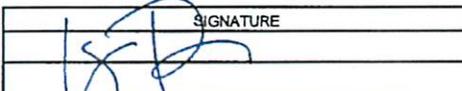
HUBS SOLICITED: 9

HUBS RECEIVED: 1

Bidder's Name	Base Bid	Unit Price No. 1	Unit Price No. 2	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
									HUB	%
1 HCS, Inc.	\$117,000.00	\$125.00	\$175.00	X	X	X	X	X	No	0.0%
2 Waldbridge Construction LLC	\$121,800.00	\$110.00	\$140.00	X	X	X	X	X	Yes	0.0%
3 Forsythe Brothers Infrastructure*	\$158,000.00	\$70.00	\$5.00		X	X	X	X	No	0.0%
4										
5										
6										
7										
8										
9										
10										

**Bidder did not provide bid bond, bid was deemed non-responsive.*

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	JORGE TALAVERA	8/21/13

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001620; IFB NO. B1307-008-JT

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and HCS, Inc. (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of East Command-Collier Building Structural Foundation Repair (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked East Command-Collier Building Structural Foundation Repair, IFB No. B1307-008-JT; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked East Command-Collier Building Structural Foundation Repair, IFB No. B1307-008-JT, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within 90 calendar days of such issuance (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees \$300 per calendar day shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

ARTICLE II

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$117,000.00 (and Unit Prices of \$125.00 per linear foot (LF) for casing, if required; and \$175.00 per LF for drilling for piers exceeding the 28 foot depth included in lump sum bid) (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 35,100.00 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 this Construction Contract and (ii) \$81,900.00 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Facilities Management Department (TCFMD), the Contractor, the Purchasing Agent, and the Commissioners Court, as necessary.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

IN WITNESS WHEREOF, the parties have executed this Construction Contract as of the date(s) set forth below.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

HCS, INC.

By: Carl Ballerino

Name: CARL BALLERINO

Title: Pres.

Date: 8/27/13

APPROVED AS TO FORM BY:

County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013

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. 6) 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. 6 will extend the contract for an additional twelve (12) months, from October 1, 2013 through September 30, 2014. The total annual policy premium for Fiscal Year 2014 is \$281,973.00, a 4.2% increase which is allowed per Section 2.2 of the Contract.

Modification No. 5 was issued as the expansion of that Collateral Agreement which is collateral to and amends Policy Numbered GM069810909-02 for Aviation Insurance Coverage, which was issued to Travis County, Texas by Falcon Insurance Agency, Inc. under Contract No. 4400000168 (HTE Contract No. 11T00204OJ).

Modification No. 4 extended 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.

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

Modification No. 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 Modification Information:**

Modification Amount: \$281,973.00

Modification Type: Bilateral

Modification Period: October 1, 2013 – September 30, 2014

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 300000682

Comments:



Created on 09-05-13 at 4 pm

Human Resources Management Department

700 Lavaca St. 4th Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

Memorandum

September 4, 2013

To: Cyd Grimes, County Purchasing Agent
From: William Paterson, Risk Manager
Re: Aviation Insurance Renewal Review #4400000168

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 premium due for the renewal period is \$ 281,973 and will be paid from GL # 515430 Cost Center # 1110048955. SAP Funds Reservation # 300000643.

If you have any questions please call me at 854-9650. Thank you.

CC: Leslie Browder, County Executive Planning and Budget
Debbie Maynor, Director, HRMD
C.W Bruner/Purchasing

Funds Reservation 30000682

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	08/20/2013
FM area	1000	Posting date	08/20/2013
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	SOLANOM	Created on	08/20/2013
Last changed by		Last changed	
More Data			
Text Aviation contract # 4400000168 renewal 10-01-2013			
Reference			
Overall Amount	281,973.00 USD		

Document item 001			
Text Property Insurance Premium			
Commitment item	515430	Funds center	1110048955
Fund	8955	G/L account	515430
Cost center	1110048955	Due on	
Vendor	1000001396	Customer	
Amount	281,973.00 USD		

Created on 09-05-13 at 4:41 pm
MODIFICATION OF CONTRACT NUMBER: 11T00204OJ, Aviation Insurance Coverage PAGE 1 OF 3 PAGES
(SAP # 4400000168)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 29, 2013
---	--	--

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.: 6	EXECUTED DATE OF ORIGINAL CONTRACT: September 27, 2011
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ORIGINAL CONTRACT TERM DATES: **October 1, 2011 – September 30, 2012** CURRENT CONTRACT TERM DATES: **October 1, 2013 – September 30, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$208,116 Current Modified Amount \$281,973.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

RECITALS

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. Section 1.0 of this contract authorizes County to extend the contract for three additional one year periods. County exercised its option to extend this Contract for the first option period from October 1, 2012 until September 30, 2013. Subsequently as a result of RFP # 1304-004-CW and for ease of administration, County modified this Contract effective April 23, 2013, to extend coverage to an additional helicopter, namely one 1967 Bell UH1H, 9 seats for the remainder of this Contract. Now County is exercising its second option. During all exercised option period, all terms and conditions of the contract remain unchanged except the term of the contract being extended that the rates changed in compliance with section 2.2

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 4.2% which does not exceed 25% of the premium for the current contract term and that is determined by Chartist's cost of reinsurance; the insurance market conditions; the loss ratio of Travis County EMS; and Chartist's 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 second option under the contract between Travis County and Falcon Insurance Agency, Inc. for Aviation Insurance Coverage commencing October 1, 2013, 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:
 Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.
 DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

2.1 The annual premium for each of the aircraft as follows:

Created on 09-05-13 at 4 pm

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 for each of the Eurocopter aircraft:

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 occurrence Medical Payments, including crew
 Miscellaneous Expansion Coverages –as listed in Attachment A
 including Bambi Bucket use and rescue hoist

2.1.3 For the portion of the first option period term from April 23, 2013 to September 30, 2013 and all subsequent option terms for the Bell aircraft unless redetermined in compliance with 2.2 for the subsequent option terms:

One 1967 Bell UH1H, 9 seats:

\$ 2,175,000 Insured Hull Value	Annual premium of \$43,384 pro rated for initial shortened term \$19,132
\$50,000,000 CSL Liability	Annual premium of \$ 8,750 pro rated for initial shortened term \$ 3,859

Included in these coverages are:

Hull War Risk
 War Risk Liability
 \$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

2.1.4 For the second option period term from October 1, 2013 to September 30, 2014 term and all subsequent option terms for each of the Eurocopter 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	\$69,480. each
\$50,000,000 CSL Liability	\$ 6,738. each

Included in these coverages are:

Hull War Risk
 War Risk Liability
 \$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

2.1.5 For the second period term from October 1, 2013 to September 30, 2014 and all subsequent option terms for the Bell aircraft unless redetermined in compliance with 2.2 for the subsequent option terms:

One 1967 Bell UH1H, 9 seats:

\$ 2,175,000 Insured Hull Value	Annual premium of \$44,370
\$50,000,000 CSL Liability	Annual premium of \$ 8,949

Included in these coverages are:

Hull War Risk
 War Risk Liability
 \$25,000 each person and each occurrence Medical Payments, including crew

Created on 09-05-13 at 4 pm

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 changes made in Modifications 1, 2, 3, 4, and 5. 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.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013
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. 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 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. 4 will extend the contract for an additional twelve (12) months, from October 1, 2013 through September 30, 2014. There is no increase to the rates for Fiscal Year 2014.

Modification No. 3 amended the contract to extend the grace period to sixty (60) days as opposed to the current thirty-one (31) day grace period. With the County change to current employee premium deductions, the contract needed to be modified to ensure premium payments were made according to the policy provisions. An extension to the policy grace period was necessary to accommodate this change.

Modification No. 2 was issued to extend the contract for an additional twelve (12) months, from October 1, 2012 through September 30, 2013.

Modification No. 1 was issued to extend the contract for additional twelve (12) months, from October 1, 2011 through September 30, 2012.

- **Contract Modification Information:**
 - Modification Amount: Not Applicable
 - Modification Type: Bilateral

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

Modification Period: October 1, 2013 – September 30, 2014

➤ **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.



Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

August 13, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: Shannon Steele, Benefit Administrator *smS*
John Rabb, Benefit Manager *AR*

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 option for Fiscal Year 2014 for all three dental plans.

There is no increase to the rates for FY 14. There is no County funding involved, dental is 100% employee paid.

If you have any questions, please contact John Rabb at 854-2742 or Shannon Steele at 854-6046.



ASSURANT
Employee
Benefits

2323 Grand Boulevard
Kansas City, MO 64108-2670
www.assurant.com

May 20, 2013

Mr. John Rabb
Travis County
#200
1010 Lavaca
Austin, TX 78701

Re: Travis County
Policy/Plan: 5451628
Plan Type: Dental
Anniversary Date: 10/01/2013
Rate Effective Date: 10/01/2013

Dear Mr. Rabb,

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. Your decision to offer dental insurance to your employees is an excellent one. Research has shown, and experts agree, that there is an association between periodontal disease and other chronic inflammatory conditions, such as diabetes, cardiovascular disease and Alzheimer's disease according to the American Academy of Periodontology website June, 2011. 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 offers a nationwide PPO network with more than 100,000 unique providers.

A thorough review of your plan(s) has been completed. For your convenience, the table(s) below shows the monthly rate or fee effective October 1, 2013.

Plan(s)	Current	Renewal
High Dental Freedom - Preferred Plan Access		
Employee	\$33.16	\$33.16
Employee + Spouse	\$66.32	\$66.32
Employee + Children	\$103.73	\$103.73
Employee + Family	\$136.89	\$136.89
Vision (VSP) Employee	Included	Included

Assurant Employee Benefits is the brand name used for prepaid dental products administered by Union Security Insurance Company and provided by affiliated dental companies. Please refer to the issued policy for complete details and all benefit requirements, including all limitations, exclusions, restrictions, and reductions. Contact us for costs and complete details.

We are pleased to inform you that there will be no increase to your High Dental plan rate(s) for the coming year.

Plan(s)	Current	Renewal
Low Dental Freedom - Preferred Plan Access MAC		
Employee	\$20.61	\$20.61
Employee + Spouse	\$39.21	\$39.21
Employee + Children	\$64.58	\$64.58
Employee + Family	\$83.18	\$83.18
Vision (VSP) Employee	Included	Included

We are pleased to inform you that there will be no increase to your Low Dental plan rate(s) for the coming year.

Plan(s)	Current	Renewal
DHMO/Prepaid Dental TX DHMO Dental Plan 189 (High)		
Employee	\$11.70	\$11.70
Employee + Spouse	\$18.70	\$18.70
Employee + Children	\$25.08	\$25.08
Employee + Family	\$29.34	\$29.34
Vision (VSP) Employee	Included	Included

We are pleased to inform you that there will be no increase to your Texas DHMO Dental plan fee(s) for the coming year.

Effective with, and for all claims incurred after the date of your renewal, the "Authority" provision in the CLAIMS PROVISIONS section of the policy is deleted in its entirety and deemed inapplicable.

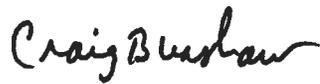
Assurant Employee Benefits provides a full suite of disability, life, dental, vision, accident, cancer, critical illness and hospital confinement indemnity "gap" plans to meet your needs. We are part of Assurant, Inc., a Fortune 500 company.

Contact your Group Sales Office at or e-mail if you have any questions about options and services available to support enrollment and promote good communication of benefits. A personalized re-enrollment strategy can include:

- One-on-one enrollment meetings
- Enrollment for your complete benefits package
- Personalized color enrollment booklets
- A voluntary deduction report (VDR)
- Laptop or iPad enrollment

Again, thank you for your business.

Sincerely,



Craig Bunshaw
Renewal Underwriter
Assurant Employee Benefits
816.474.2607
Craig.Bunshaw@Assurant.com

cc: Group Sales Office

<p>Financial Ratings Union Security Insurance Company A.M. Best A- (Excellent) Moody's A3 (Good) Standard & Poor's A- (Strong) 11/18/2010</p>
--



ASSURANT

Employee
Benefits

2323 Grand Boulevard
Kansas City, MO 64108-2670

Is it important for you to be able to access policy information, view your billing statements, and make changes to your account *online*?

Online Advantage is a tool that allows you to manage your policy online in real-time. We built Online Advantage for you, our user. It gives you the power to manage your policy on your terms, at your convenience. And, because we want you to use Online Advantage for the accuracy and efficiency it can provide, there's no additional charge for this service. View a demo today at www.assurantemployeebenefits.com/onlineadvantage!

Ms. Cindy Purinton
Travis County
#200
1010 Lavaca
Austin, TX 78701

Policyholder Mailer

Created on 09-05-13 at 4 pm

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 23, 2013
ISSUED TO: 1000016697 Union Security Insurance Company United Dental Care of Texas, Inc. 3595 Grandview Parkway, Suite 650 Birmingham, Alabama 35243	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: July 20, 2010

ORIGINAL CONTRACT TERM DATES: October 1, 2010 - September 30, 2011 CURRENT CONTRACT TERM DATES: October 1, 2013 - September 30, 2014

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 four is made by the following parties: Union Security Insurance Company (“Union”) and United Dental Care of Texas, Inc. (“United”) and Travis County, Texas (“County”).

RECITALS

In 2010, County issued an RFP P100123-OJ and Company submitted the best negotiated response. As a result. Contractor and County entered into a contract to allow county employees, retirees, and their dependents to purchase group dental benefits. The contract was for a one year term that began October 1, 2010, (“Agreement”) with the option to extend the Agreement for four (4) additional one year periods.

AGREEMENT

Company and County agree to amend the Agreement as follows:

Note to Vendor:
 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: <u>Union Security Insurance Company</u>	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE:

LEGAL BUSINESS NAME: <u>United Dental Care of Texas, Inc.</u>	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE:

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE:
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

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 third option to extend this Agreement from October 1, 2013 through September 30, 2014 and to provide

- (i) 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”).

2.0 RATE CHANGES

2.01 Pursuant to 2.02 and 9.0, the monthly rates applicable to the DHMO Plan for the third option period of the Agreement are as follows:

TIER OF COVERAGE	THIRD OPTION—FY 2014
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 third option period of the Agreement are as follows:

TIER OF COVERAGE	THIRD OPTION—FY 2014
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 third period of the Agreement are as follows:

TIER OF COVERAGE	THIRD OPTION—FY 2014
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 4.

4.0 EFFECTIVE DATE

4.01 The changes stated in this amendment are effective on October 1, 2013.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013
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. 7) to Contract No. 4400001100 (HTE Contract No. 06T00061OJ), Life Insurance Co. of North America, for 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 the employees. The Commissioners Court approved the initial contract award on November 1, 2005.

This Modification No. 7 will extend the contract for an additional twelve (12) months, from October 1, 2013 through September 30, 2014. There is no increase to the rates for Fiscal Year 2014.

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

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.

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, 2013 – September 30, 2014

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP:

Comments: No County funds. This is 100% paid by County employees.



Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

August 13, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: Shannon Steele, Benefit Administrator *sms*
John Rabb, Benefit Manager *JR*

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 renew the current contract for Fiscal Year 2014 that will include all of the coverage's 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 Shannon Steele at 854-6046.

Fund account number

Supplemental Life AD&D 8001-220110 coverage Paid by Employees

Short and Long Term Disability 8001-220110 coverage Paid by Employees

Cigna Voluntary Benefit Coverage (stand alone AD&D) 8001-220110 Paid by Employees

Saret Nget
Account Manager
Cigna Group Insurance



August 13, 2013

John Rabb
HR Supervisor
County of Travis
314 W. 11th Street
Austin, TX 78701

2700 Post Oak Blvd Suite 600
Houston, TX 77056
Ph 713-576-4301
Fax 860-771-4269
Saret.Nget@Cigna.com

County of Travis – Rate Confirmation Effective 10/1/2010

FLX964188 Voluntary Life
FLX964189 Retiree Life
OK965800 EE Voluntary Accidental Death & Dismemberment – Equal to FLX964188
OK960892 Basic & Voluntary Accidental Death & Dismemberment – Standalone
VDT960952 Voluntary Short-Term Disability (STD) Effective 10/1/2005
VDT960953 Voluntary Long-Term Disability (LTD)

Dear John,

Thank you for allowing CIGNA Group Insurance (Cigna) to provide Life, AD&D, and Disability benefits for County of Travis. The below rate summary outlines the current rates and rate guarantee periods.

Product	Policy Number	Inforce Rate	Coverage Basis	Rate Guarantee
Voluntary Employee Life	FLX964188	<i>See Attached</i>	Per \$1,000 of coverage	10/1/2015
Voluntary Spouse Life		<i>See Attached</i>	Per \$1,000 of coverage	
Voluntary Family Life (SP:\$10,000 CH:\$5,000)		\$1.54	Per EE	
Retiree Life	FLX964189	<i>See Attached</i>	Per \$1,000 of coverage	10/1/2015
Voluntary EE AD&D (FLX964188 Match)	OK965800	\$0.02	Per \$1,000 of coverage	10/1/2015
Voluntary EE AD&D	OK960892	\$0.02	Per \$1,000 of coverage	10/1/2014
Voluntary Family AD&D		\$0.035	Per \$1,000 of coverage	
Voluntary STD	VDT960952	\$0.30	Per \$10 of WB	10/1/2014
Voluntary LTD	VDT960953	\$0.50	Per \$100 of CMP	10/1/2015

We look forward to continuing our partnership with County of Travis and Oma Claunch.

Sincerely,
Saret Nget, Account Manager

"Cigna" and the "Tree of Life" logo are registered service marks of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna Behavioral Health, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

SCHEDULE OF RATES

FLX964188 Voluntary Life

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.

Saret Nget
Page 3

FLX964189 Retiree Life

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.

(SAP # 4400001100)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 23, 2013
ISSUED TO: 1000016333 Life Insurance Co. of North America Attn: David T. Evans 1601 Chestnut Street Philadelphia, PA 19192-2235	MODIFICATION NO.: 7	EXECUTED DATE OF ORIGINAL CONTRACT: November 1, 2005

ORIGINAL CONTRACT TERM DATES: **October 1, 2005 – September 30, 2007** CURRENT CONTRACT TERM DATES: **October 1, 2013 – October 1, 2014**

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 seven 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 was extended annually until October 1, 2011. As a result of Request for Proposals, County extended this contract for two years with two options to extend it for one additional year each and expanded the coverage to include short term disability, long term disability, and life and accidental death and dismemberment for active employees and retirees and their dependents, insurance.

This modification 7 is to exercise the first of two options to extend the first novation of the Agreement Collateral. The Agreement Collateral is collateral to and amends Policies Numbered OK 960892, FLX 964188, FLX 964189, OK 965800, VDT 960952, and VDT 960953 all issued to Travis County, Texas by Life Insurance Company of America.

AGREEMENT

1.0 Pursuant to 2.2 of the Initial Agreement as amended to be the First Novation of Agreement Collateral in Modification 6, Travis County exercises its option to extend the Agreement Collateral and all policies attached to it for the first novation option period from October 1, 2013 through September 30, 2014.

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

LIFE INSURANCE CO. OF NORTH AMERICA BY: _____ SIGNATURE Jeffrey Pugh TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER
	DATE: _____

TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
--	-------------

2.0 Pursuant to the terms of the policies attached to Modification 6, the monthly rates applicable to all coverages remain the same as the rates for the initial term of First Novation of the Agreement Collateral and are stated in the policies attached to Modification 6.

3.0 Pursuant to 13.0 of the Agreement Collateral, section 23.0 FOB Point is deleted and the following is inserted in its place:

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. John Rabb, Benefits Manager
700 Lavaca Street, 4th Floor
Austin, Texas 78701

4.0 Company and County hereby incorporate this amendment into the Initial Contract as amended in Modification 6 and the First Novation of Collateral Agreement as stated in Modification 6. Company and County hereby ratify all of the terms and conditions of the Initial Contract and First Novation of Collateral Agreement amended.

5.0 The changes to the First Novation of Collateral Agreement are effective when this Modification 7 is signed by both Company and County.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013
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. 12) to Contract No. 440000007 (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. 12 will extend the contract for an additional twelve (12) months, from October 1, 2013 through September 30, 2014. The monthly rates remain unchanged for Fiscal Year 2014. 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. 11 was previously issued to 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

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.

\$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, 2013 - September 30, 2014

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: Not Applicable

Comments:

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



Human Resources Management



700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

August 13, 2013

TO: C.W. Bruner, Purchasing Agent

FROM: Shannon Steele, Benefit Administrator *SmS*
John Rabb, Benefit Manager *JR*

SUBJECT: Contract # 02T00038OJ
Basic Life AD&D contract- FY11

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 854-2742 or Shannon Steele at 854-6046.

		Fund account number
Basic Life- Per \$1000 of coverage	\$.14	898-000-205-26-20 Paid by County
Basic AD&D- Per \$1,000 of coverage	\$.025	898-000-205-26-20 Paid by County



Travis County, Texas

Renewal Analysis for Policy # 560725

Life Account Summary

Thank you for choosing Unum as the insurance provider for your employee benefits. Travis County, Texas has been a Unum customer since October 01, 2001, utilizing Claunch, Linda I as its brokerage contact. Unum understands that a strong employee benefits program helps you recruit and retain valuable employees. Our commitment is to provide you with options that meet the benefit needs of your diverse workforce, enhance productivity and minimize the cost of employee absence. Enclosed is a full summary of the performance of your benefit plan.

Currently, Travis County, Texas has the following renewing group insurance coverages:

- Life Insurance

Life Plan Review

Unum is pleased to partner with Travis County, Texas to provide benefits to your employees. Specifically, your plan design includes:

Employee Life

	All Employees
Eligibility	All Full-Time Active Employees
Waiting Period	First of the month coincident with or next following 30 days of active employment
Base Benefit Amount	\$50,000
Supplemental Options	None
Non-Medical Max	\$50,000
Overall Max	\$50,000
Salary Cap	N/A
Accelerated Benefit	100% to \$250,000 maximum
Benefit Reduction	To 65% at age 70, To 40% at age 75, To 25% at age 80, To 15% at age 85
Waiver of Premium	None
Contributions	Employer funded

AD&D

	All Employees
Eligibility	All Full-Time Active Employees
Waiting Period	First of the month coincident with or next following 30 days of active employment
Base Benefit Amount	\$50,000
Supplemental Options	None
Overall Max	\$50,000
Benefit Reduction	To 65% at age 70, To 40% at age 75, To 25% at age 80, To 15% at age 85
Occupational Losses Covered	Yes
Contributions	Employer Funded

This Group Life plan is underwritten by Unum Life Insurance Company of America.

Group Life / AD&D Additional Services and Features

In addition to the valuable contractual features previously outlined, your Unum group term life / accidental death & dismemberment plan is enhanced by these additional services and features:

- **Life Planning Financial & Legal Resources** - This personalized financial counseling service provides expert, objective financial counseling to survivors and terminally ill employees at no cost to you. This service is also extended to you upon the death or terminal illness of your covered spouse. The financial consultants are master level consultants. They will help develop strategies needed to protect resources, preserve current lifestyles, and build future security. At no time will the consultants offer or sell any product or service. ♦ ≠
- **Worldwide Emergency Travel Assistance Services** - This service provides access to Western-style health care and management of medical emergencies for covered individuals traveling in a foreign country or 100 or more miles from home. Participants can access help anywhere in the world with no territorial restrictions. ++ ≠
- **Work-Life Balance Employee Assistance Program** - This service provides resources to help employees find solutions for the everyday challenges of work and home, as well as for more serious issues involving emotional and physical well-being. Employees and their family members do not have to file a claim or receive disability benefits to access the program. ± ≠
- **Portability** - Employees may keep voluntary life insurance coverage for themselves, their spouses and their dependents at affordable rates even if they change employers, retire or reduce work hours. Some restrictions may apply.
- **Added Seatbelt / Airbag Coverage** - This feature provides an additional benefit if the insured individual dies in a car accident while wearing a seatbelt and/or while protected by an airbag.
- **Education Benefit** - Provides additional education benefits for the financial support of surviving, unmarried children under the age of 25 when the insured employee dies as a result of an accident, or from bodily injury from an accident within 365 days. Children must be enrolled in an accredited post-secondary school.
- **Repatriation Provision** - This provides a benefit to help pay for preparation and transportation of the insured individual's remains home when death is the result of an accident occurring 100 miles or more from their primary residence.

♦ Life Planning is provided by Ceridian Corporation. The services are subject to availability and may be withdrawn by Unum without prior notice.

++ Worldwide emergency travel assistance services are provided by Assist America Inc.

± The work-life balance employee assistance program is provided by Ceridian Corporation.

≠ The service is available with selected Unum Insurance offerings. Exclusions, limitations and prior notice requirements may apply, and service features, terms and eligibility criteria are subject to change. The service is not valid after termination of coverage and may be withdrawn at any time. Please contact your Unum representative for full details.

Life / AD&D Experience Review

Your current premium, rate history, demographics and experience results are as follows. Please refer to the glossary at the end of this report for explanations of the technical terms used in your renewal analysis.

Current Premium Levels

Employee Life	All Employees
Inforce Rate	0.140
Monthly Premium	\$31,710
Annual Premium	\$380,520
Volume	\$226,500,000
Covered Lives	4,530

A D & D	All Employees
Inforce Rate	0.025
Monthly Premium	\$5,663
Annual Premium	\$67,956
Volume	\$226,500,000
Covered Lives	4,530

Rate History

Effective Date	Base Composite Rate	Supplemental Rate	Reason
10/01/2004	.092	N/A	Inception
10/01/2007	.106	N/A	Renewal
10/01/2009	.120	N/A	Renewal
10/01/2011	.140	N/A	Renewal

Case Rate Calculation

	Employee Life 05/01/2008 to 05/01/2013
Paid Premium	\$1,620,829
Paid Claims	\$1,634,148
IBNR Res. Change	\$26,930
Pending Claims	\$0
Waiver Reserves	\$0
Conversion Charges	\$11,946
Incurred Claims	\$1,673,024
Pooling Charge	\$0
Pooled Claims	\$0
Non-Pooled Incurred Claims	\$1,673,024
Constant Premium	\$1,850,518
Incurred Loss Ratio %	90.400%
Tolerable Loss Ratio %	73.7%
Adjustment Factor	1.227
Inforce Rate	0.140
Experience Rate	0.172
Credibility %	100%
Manual Rate	0.231
Case Rate	0.172

Life Renewal Actions

Your life / AD&D renewal rates are presented below and are reflective of your current plan design, demographics and claims experience.

Renewal Actions – Employee Life

Rate Grouping	Rate Basis	Bills Per Year	Rate Type	Inforce Rate	Renewal Rate	Percent Change
Basic Life	1000 Vol	12	Composite	0.14	0.14	0 %

Renewal Actions – AD&D

Rate Grouping	Rate Basis	Bills Per Year	Rate Type	Inforce Rate	Renewal Rate	Percent Change
Basic AD&D	1000 Vol	12	Composite	0.025	0.025	0 %

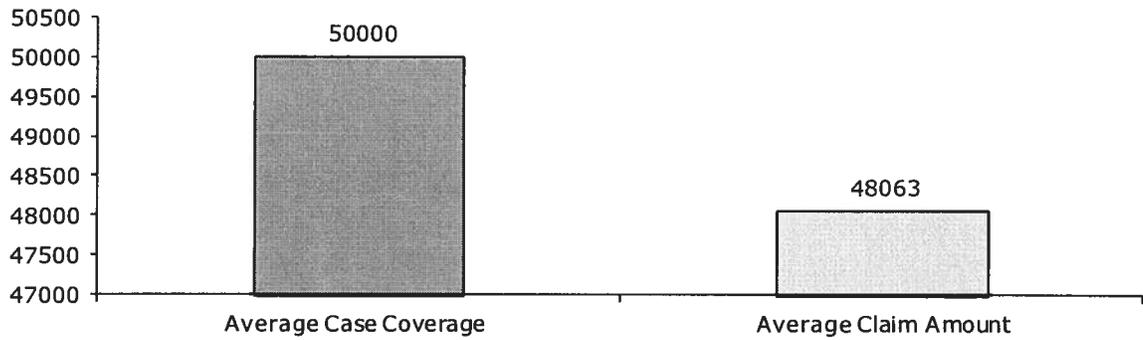
These renewal rates will be guaranteed from October 01, 2013 through October 01, 2014.

Life Claims Analysis

The following is our analysis of your life plan's claims experience.

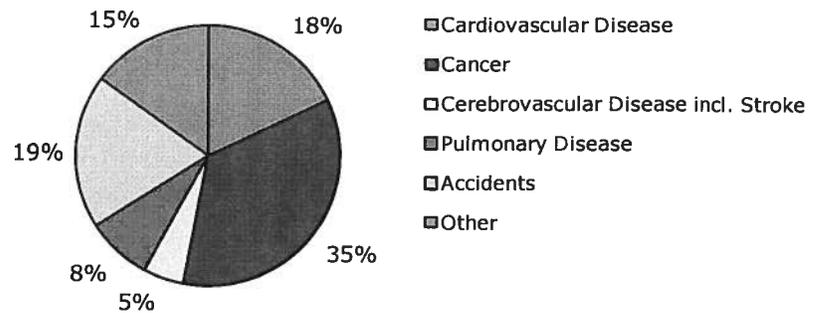
Life Average Paid Claim vs. Average Certificate

Review Period: 5/1/08-5/1/13



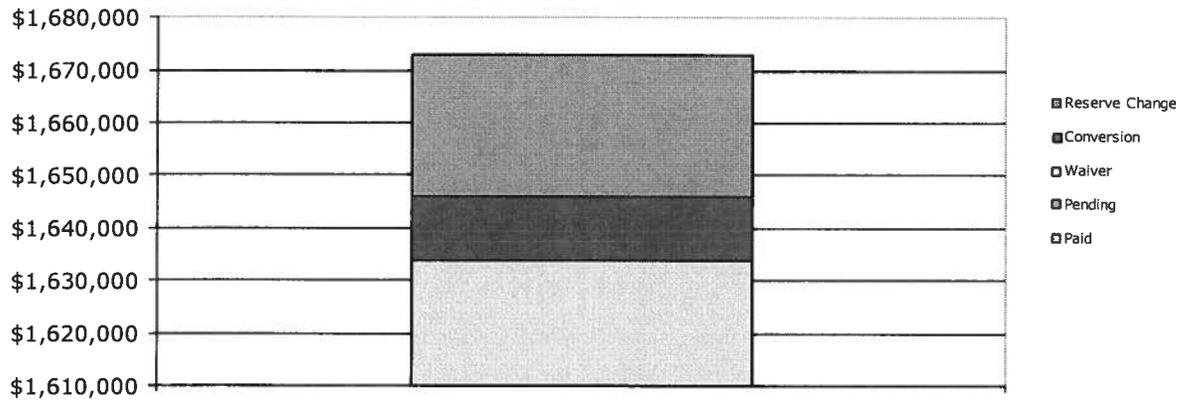
Life Paid Claim Amount by Cause Of Death % of Total Dollars Paid

Review Period: 5/1/08-5/1/13



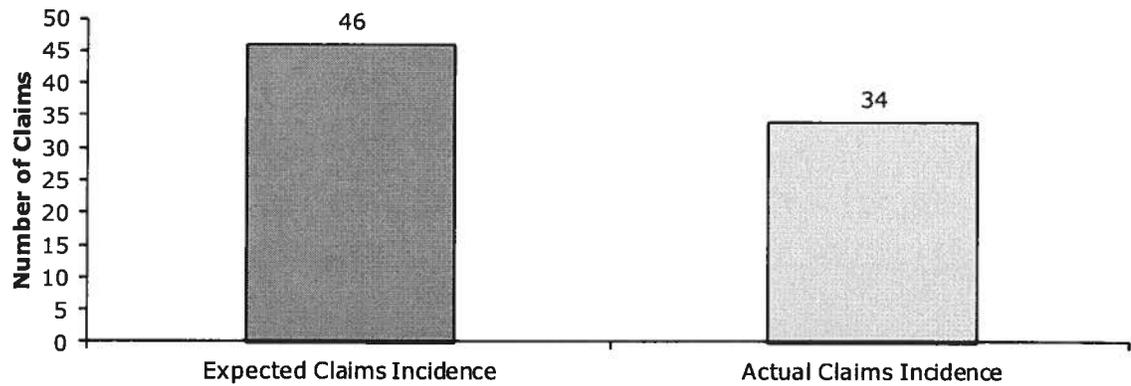
Life Components of Incurred Claims

Review Period: 5/1/08-5/1/13



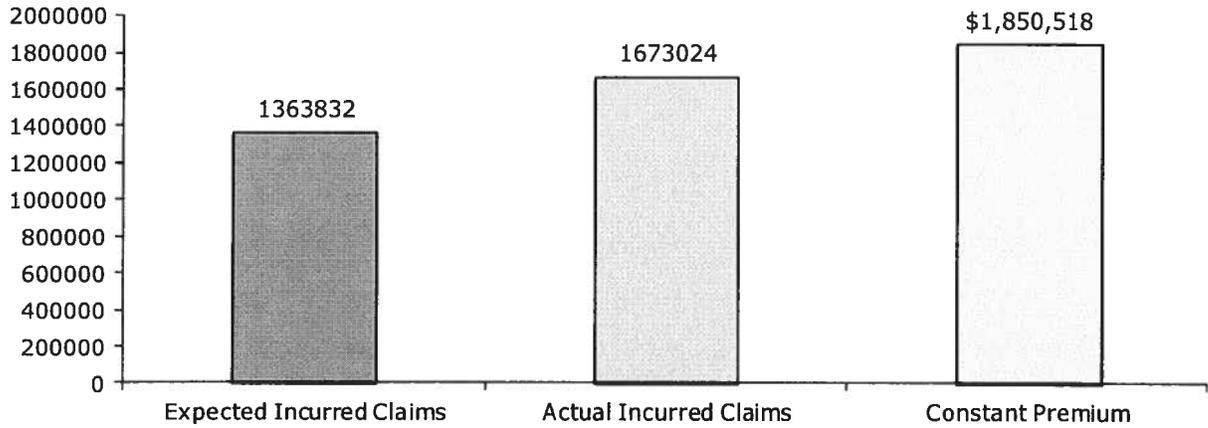
Life Claims Incidence

Review Period: 5/1/08-5/1/13

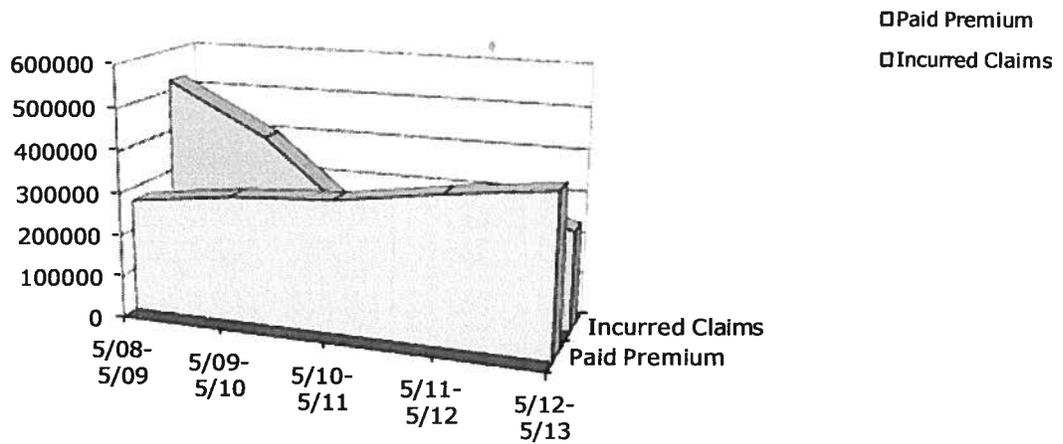


Life Plan Performance Analysis

Review Period: 5/1/08-5/1/13



Life Gain/Loss Illustration



In Closing

We Value Our Partnership

Thank you for allowing Unum to provide employee benefits to you and your employees. We value the relationship we have with your company and look forward to working with you in the years to come. If you have questions about this analysis or would like additional information on any of the products or services mentioned, please contact your broker or Unum representative.

Notice Regarding Broker Compensation

Your insurance or benefits advisor can offer you advice and guidance as you select the policy and provider most appropriate for your needs. At Unum we recognize the important role these professionals play in the sale of our products and services and offer them a variety of compensation programs. Your advisor can provide you with information about these programs as well as those available from other providers. We support disclosure of broker compensation so that customers can make an informed buying decision.

Brokers may be eligible to receive Base Commissions and Supplemental Commissions from Unum.

Unless you have agreed in writing to compensate the broker differently, Unum provides Base Commissions to all brokers in connection with the sale of an insurance policy. Base Commissions are a fixed percentage of the policy premium, and include a one time, first year flat amount for each policy sold. Base Commissions are paid by Unum to your broker as long as they remain the broker of record on your policy.

A broker may also qualify for Supplemental Commissions paid by Unum. For group insurance products, Supplemental Commissions may be paid in an amount equal to a fixed percentage of total group insurance premiums. The Supplemental Commission percentage may range from 0% to 1.25% of total premiums paid. The exact Supplemental Commission percentage payable to any broker is based upon the total dollar amount of all group insurance premiums or number of policies that the broker had in force with Unum in the prior calendar year. Supplemental Commissions may be calculated differently for other insurance products. Supplemental Commissions are not charged directly to policies. The premium you pay is not impacted if your broker receives Supplemental Commissions.

If you would like additional information about the range of compensation programs our company offers for your group insurance policy or any other Unum insurance product, you can find more details at www.unum.com. Should you have other questions not addressed by the website, including the Supplemental Commission percentage applicable to your broker, or if you want to speak to us directly about broker compensation, please call 1-800-633-7491.

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Policies or provisions may vary or be unavailable in some states. Policies have exclusions and limitations which may affect any benefits payable. See the actual policy or your Unum representative for specific details of availability.

Glossary of Terms

The following glossary provides detailed explanations of the elements that may be involved in establishing rates for your insurance coverages.

Case rate - the target rate, calculated by comparing the rate that would have produced premiums to cover expenses and incurred claims within the review period (experience rate), and the average rate for a case with the same characteristics as your employee population and insurance plan (manual rate).

Constant premium - the premium that would have been paid if the current rate and plan design had been in force throughout the review period.

Conversion charges - the amount required to cover the risk associated with converting group life coverage to an individual policy when an employee terminates or retires.

Credibility - the weight put on the past experience of the group in determining a case rate. Credibility is impacted by the number of lives covered, the frequency of claims, plan design and demographics.

Experience adjustment - applied to the in force rate to arrive at the experience rate. Calculated by dividing the incurred loss ratio (incurred claims divided by constant premiums) by the tolerable loss ratio (the incurred loss ratio required to cover incurred claims and the cost of doing business).

Experience (or review) period - the time period used in the experience evaluation, usually five years for life insurance, one or two years for short term disability, and three years for long term disability.

Experience rate - the rate that would have produced premiums adequate to cover incurred claims and pay expenses within the review period.

IBNR (incurred but not reported) period - for LTD, the period of time equal to the elimination period, plus one month during which new claim liability is unknown.

IBNR reserve change - reserve funds held by Unum as an estimate of claims incurred during a specific period but not yet reported to our benefits organization.

Incurred claims - for LTD and STD, the paid claims plus the claims reserves; for life, the paid claims, reserves, and conversion charges.

Incurred loss ratio (ILR) - the incurred claims (non-pooled incurred claims, for life insurance) divided by the constant premium, expressed as a percentage.

Inforce rate - the current rate being charged for the cost of coverage.

Manual rate - a target rate for your plan based on your employee demographics, industry group and insurance plan design, supported by Unum data. The manual rate does not take into account your actual claims experience.

Non-pooled incurred claims - incurred claims plus the pooling charge, minus any pooled claims.

Paid claims - the total amount paid on claims submitted during the review period.

(Continued)

Paid loss ratio - paid claims divided by the paid premium, expressed as a percentage.

Paid premium - the total amount paid as insurance premium for the review period.

Pending claims - claims received, but not yet paid.

Pooled claims - total of paid claims, pending claims and pro-rated waiver reserves above the pooling level.

Pooling charge - the charge for removing claims above a certain amount (pooling level) from the case experience. The pooling process spreads the risk of these claim amounts over all cases, resulting in the pooling charge.

Reserves - funds to cover claims both approved but not yet paid, incurred but not reported (IBNR), and run-out claims.

Tolerable loss ratio - the target loss ratio required to cover incurred claims and the cost of doing business. For example, a tolerable loss ratio of 70% means that 70 cents of every premium dollar can be allocated to cover incurred claims, and the remaining 30 cents covers the cost of doing business.

Waiver reserves - funds to pay for estimated future liability for disabled employees who have been approved for life insurance waiver of premium.

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Policies or provisions may vary or be unavailable in some states. Policies have exclusions and limitations which may affect any benefits payable. See the actual policy or your Unum representative for specific details of availability.

(SAP # 4400000007)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 23, 2013
ISSUED TO: 1000002897 UNUM LIFE INSURANCE COMPANY OF AMERICA 2211 CONGRESS ST., M-382 PORTLAND, MAINE 04122	MODIFICATION NO.: 12	EXECUTED DATE OF ORIGINAL CONTRACT: November 6, 2001
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-September 30, 2002</u> CURRENT CONTRACT TERM DATES: <u>October 1, 2013 – September 30, 2013</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This Modification No. 12 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. 12.

AGREEMENT TO AMEND CONTRACT

1.0 CHANGE IN TERM

1.01 Pursuant to section 2.012, County exercises its fourth of six options to extend the Second Novation from October 1, 2013 through September 30, 2014.

Note to Vendor:
 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: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

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 fourth option exercised under the second novation of this agreement for each type of coverage are as follows:

TYPE AND LEVEL OF COVERAGE	RATE APPLICATION	Fourth Option of Second Novation Agreement FY14
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 12 are effective on October 1, 2013.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013
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. 4400000211 (HTE Contract No. 12T00054EC), to Sun Life Assurance Company of Canada, for Stop Loss 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 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.

This Modification No. 2 will extend the contract for an additional twelve (12) months, from October 1, 2013 through September 30, 2014.

After careful evaluation and successful negotiations, Travis County was able to negotiate a significant reduction from the original renewal which proposed a 32% increase by Sun Life to a 4.98% increase. The Stop Loss rates will increase from \$40.13 to \$42.13 (\$2.00) PEPM (per employee per month) for all three plans. The Individual Stop Loss deductible also increased by \$25,000 from \$250,000 to \$275,000 for Fiscal Year 2014.

Travis County Commissioners Court approved the renewal rates for FY14 and the increase to the Individual Stop Loss deductible on August 27, 2013.

- **Contract Modification Information:**
 - Modification Amount: Not Applicable
 - Modification Type: Bilateral

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

Modification Period: October 1, 2013 – September 30, 2014

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: Not Applicable

Comments:

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



Human Resources Management



700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

August 14, 2013

MEMORANDUM

To: C.W. Bruner, Purchasing Department

From: John Rabb, Benefit Manger *JR*
Shannon Steele, Benefit Administrator *Sms*

Subject: Renewal of Stop Loss Insurance contract with Sun Life Financial.

Vendor services related to the above contract have been performed to the County's satisfaction and we are recommending the County exercise the renewal option. The renewal rates have been discussed and negotiated to an amount within proposed budget. The recommended renewal includes the following changes:

- Increase the Individual Stop Loss deductible from \$250,000 to \$275,000.
- Exercise renewal option with Sun Life Financial effective 10-01-2013 for a 12 month contract with a composite rate of \$42.14 per subscriber per month.

The funding source for this contract is:

Stop Loss	526-1145-522-4402	Employee Stop Loss
	526-1145-522-4412	Retiree Stop Loss



Protection you can count on

Stop-Loss renewal proposal for
Travis County

August 8, 2013

Renewal proposal presented to
Travis County
700 LAVACA ST STE 800
Austin, TX 787013102

Presented by
Sun Life Financial

Lead underwriter
Victoria Chase
Senior Underwriting Consultant

Renewal effective date
October 1, 2013

Policy number
220525

Dear Valued Customer,

Thank you for the privilege of providing you with Sun Life Stop-Loss insurance during the past year. We invite you to place your trust in us again.

We are pleased to present the enclosed renewal proposal for the policy year ending September 30, 2013. The lead underwriter for your renewal has carefully analyzed your case and prepared renewal options so you can choose the coverage that best fits your current needs.

This renewal proposal provides the following information:

- Why choose Sun Life again?
- Stop-Loss highlights
- Predictable renewals
- Claims summary
- Market factors that affect stop-loss rates
- Renewal options
- Disclosures

To accept this proposal, go to the first page of the Renewal Options section. At the bottom of the page, select a renewal option and initial it. Then sign and date the last page of that section. Please e-mail, fax, or mail ALL the Renewal Options pages to me. To avoid a lapse in your coverage, please send the pages by September 1, 2013.

Thank you for the opportunity to provide you with expert Sun Life Stop-Loss protection and services. We look forward to continuing to serve you. Please contact me if you have any questions.

Sincerely,

Ann Reyes

Sun Life Financial

E-mail: ann.reyes@sunlife.com

Why choose Sun Life again?

► On this page, read about the advantages you get with Sun Life

You can count on our expertise and commitment to innovation. We've been providing stop-loss solutions for more than 30 years. We're here for you. Whether that's processing a claim reimbursement request, answering a question about your policy, or developing a new service that helps make it easier to self-fund. Nothing compares to the sense of confidence you'll gain when you decide to choose Sun Life again.

Take a look at the advantages you receive with Sun Life Stop-Loss:

Claims expertise

We carefully evaluate each claim, one at a time, every single day. Dedicated, experienced claims analysts personally process claims in an average of 10 business days, after receipt of a complete Specific claim.¹ In addition, our medical staff provide catastrophic claims management that produces opportunities for claim savings and better patient outcomes. Working together, over the last three years, we have processed over 68,000 claims and provided \$1.3 billion in reimbursements.²

Sales and underwriting expertise

Our experienced sales and underwriting teams focus solely Sun Life Stop-Loss. They understand the intricacies of self-funding and know how to assist you when it comes to choosing the right coverage, options, and services that best fit your needs.

We are one of the largest direct writers of stop-loss in the United States. We retain 99.5% of the Specific risk and 100% of the Aggregate risk for Sun Life Stop-Loss policies. Because we don't need reinsurance approval, we can provide faster final responses to our customers' underwriting and claim reimbursement requests.

Predictable renewals

We are fair and consistent. We apply the same standards to every renewal. Our pooled approach provides rate stability and helps to minimize major cost changes at renewal. This gives you the ability to better manage your health care costs over time.

Exclusive access to Sun Life cost-containment services

Our preferred cost-containment vendor program, including our Centers of Excellence network transplant program, are among the first and most comprehensive cost-containment programs in the industry. These programs save Sun Life customers millions of dollars each year in combined claim savings. Our preferred vendors can help control first-dollar claims paid by the employer and catastrophic claims reimbursed by Sun Life Stop-Loss.

Comprehensive coverage that can help lower the overall cost of self-funding

Sun Life provides a wide range of innovative features, options, and services. The policy includes a variety of reimbursable expenses such as cost-containment fees, off-label drug use, alternative-care state assessments, and state-mandated health care surcharges. Additional policy options provide the ability to better manage the bottom line, giving you more control over your self-funded plan strategy.

Financial strength

Sun Life provides protection and wealth management to over 20 million people across six continents. We are a member of the Forbes Global 2000.³ And independent ratings place us among the top North American financial organizations.⁴ You can rely on the strength and claims-paying ability of our underwriting companies.

Footnotes 1–4: see Disclosures section for footnote information.

Stop-Loss highlights

► On this page, find a brief summary of your policy

Key features deliver greater protection

Sun Life's standard features combined with the options you choose can deliver a greater level of protection for your self-funded plan. Take a look:

- **No New Lasers at Renewal option with Renewal Rate Cap**

We believe in offering coverage for all your employees, not just the healthy ones. With the No New Lasers at Renewal option with Renewal Rate Cap, we will not increase your premium level beyond the rate cap, and we will not impose new or higher Specific deductibles on a covered person simply because a catastrophic claim was incurred during the year.

- **Mirroring Endorsement**

This eliminates many potential coverage gaps between the underlying plan document and your Stop-Loss policy. The Mirroring Endorsement replaces our Stop-Loss policy's definitions, terms, and provisions with the definitions, terms, and provisions of the underlying plan document.

Value-added cost-containment services

The following services are included with ALL Sun Life Stop-Loss policies:

- **SunResources®**

SunResources is our innovative safety net of cost-containment services. Customers use it on a voluntary basis to gain access to one of the most extensive networks of cost-containment vendors in the stop-loss industry. Using the network can provide opportunities for significant savings. Access to SunResources vendors is facilitated through our Sun Life medical staff at no additional cost. SunResources can help lower the costs both before a catastrophic claim occurs and on existing catastrophic claims.

- **SunExcel®**

The pioneering SunExcel Centers of Excellence transplant program provides patients with access to more than 100 prominent transplant facilities across the United States. Available to all covered employees and dependents, SunExcel can have a bottom-line impact for the patient and the employer.

Predictable renewals

► On this page, learn about how we approach renewals

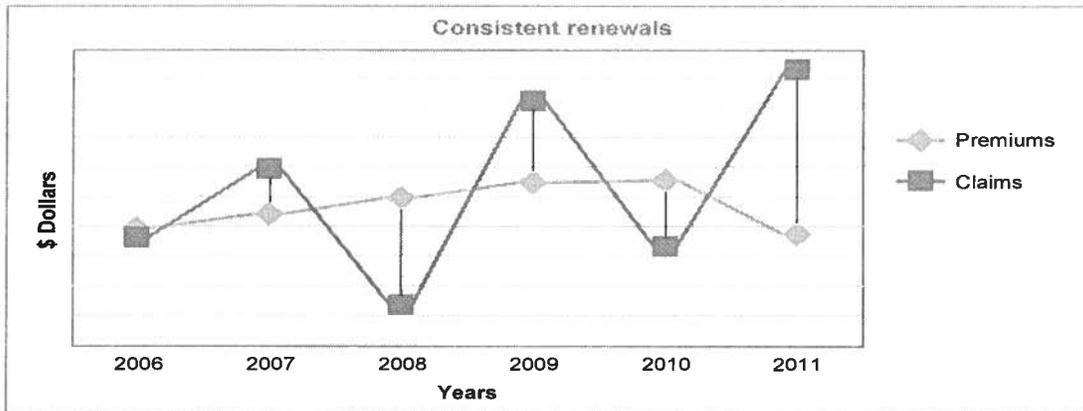
We have developed a comprehensive renewal approach to help provide customers with fair and predictable renewals. Sun Life Stop-Loss renewals include all of the following:

- An explanation about how pooling helps deliver rate stability
- A claims summary showing how your plan is performing
- Education about market factors that affect stop-loss rates
- A clear renewal illustration that outlines current and renewal options

How pooling helps deliver renewal rate stability over time

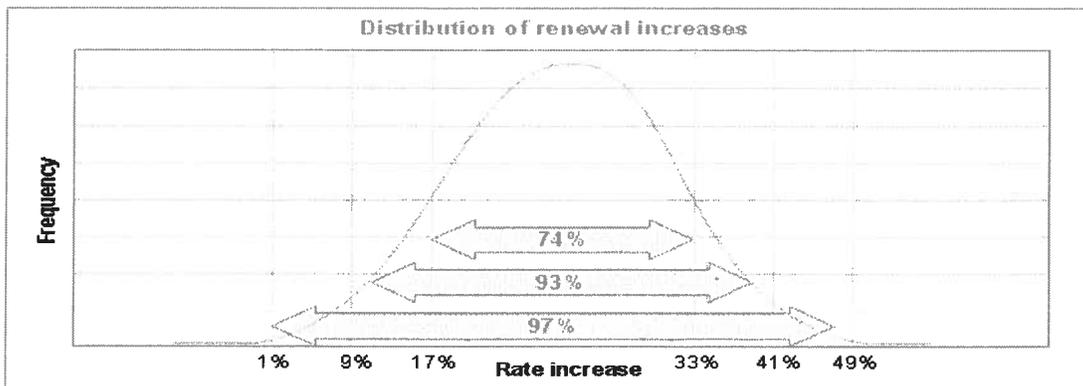
To help produce more consistent renewal costs, we combine your company's Stop-Loss experience with other customers' Stop-Loss experience. This is called "pooling." It means that the overall cost of claims is shared by your company and the others in the pool. It provides stability because Sun Life's entire book of Stop-Loss business is large enough to absorb the claim fluctuations that would be produced by any one customer.

The chart below shows how our pooled approach can provide protection against significant changes in renewal costs. Your Stop-Loss claims can rise and fall from year to year, largely due to the volatility often associated with catastrophic claims. In a non-pooled approach, your renewal premium would likely be adjusted each year to reflect your individual claims experience. The corresponding rate changes might be extreme depending on how poor or how favorable the experience was over the most recent contract periods. Pooling decreases volatility, since the cost of the catastrophic claim is spread over the entire customer pool.



This chart shows the renewal premiums and claims experience of an actual Sun Life customer with 600 lives.

The chart below shows the overall impact of our pooled approach on our customer base. In the last three years, 93% of our renewal increases fell between 9% and 40%. Only 7% of our customer base was presented with increases beyond 40%.



This chart shows the historical renewal increases for Sun Life for in force business from 2008 to 2011.

Claims summary

► On this page, review your current Specific claim activity

American Reprographics Company Specific claims summary

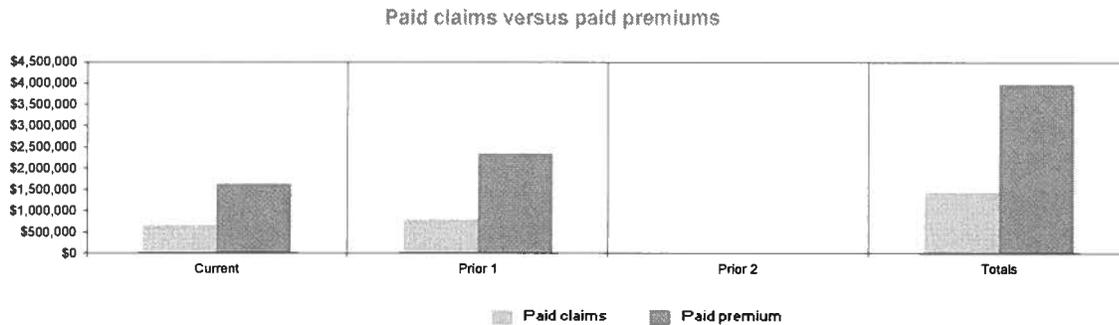
These charts show your current Specific claims activity related to the Specific deductible.

Number of claims beyond Specific deductible				
Year	Specific deductible level	Number of Specific claims	Number of expected claims	Paid claims as a % of expected claims
Current	\$250,000	4	16	25%
Prior 1	\$225,000	9	16	58%
Prior 2				
Totals		13	31	41%

This chart shows the total number of claims that exceeded the Specific deductible during the contract period(s).

Reimbursed claims compared to paid premiums				
Year	Number of paid claims	Paid claims amount	Paid premium	Paid claims as a % of paid premium
Current	4	\$646,338	\$1,630,883	40%
Prior 1	9	\$785,886	\$2,345,938	33%
Prior 2				
Totals	13	\$1,432,224	\$3,976,821	36%

This chart shows your total reimbursed claims compared to total paid premiums.



This chart shows your total reimbursed claims compared to total premiums.

Estimated reimbursable claims

When preparing your renewal options, Sun Life assumes that a number of claims have not yet been reported in the current policy period. We use a completion factor—an estimated amount of time it might take for an incurred Stop-Loss claim to be submitted for reimbursement—to predict how many claims will be submitted for reimbursement in the remaining months of the policy period.

Completion rates					
Month	8	9	10	11	12
% Complete	42%	50%	62%	72%	100%

This chart shows completion rates for run-in policies.

Pending claims

Often, at the policy renewal date, there are claim reimbursement requests that have not yet been fully processed and paid by Sun Life. Pending claims are reviewed as part of the renewal underwriting process. We understand that the actual reimbursable amounts might change after the final claim review has been completed.

Estimated and pending claims				
Year	Estimated claims	Pending claims	Total estimated & pending claims	Paid premium
Current	\$1,860,259	\$538,747	\$2,399,006	\$1,630,883.20

This chart shows your estimated and pending claims amounts for the most recent policy period.

Market factors that affect stop-loss rates

► On this page, learn more about medical trend and key health care costs

There are a variety of market factors that health insurance carriers and stop-loss insurance carriers take into account when setting rates. The key factors that affect stop-loss rates are medical trend, leveraged trend, the health care plan, and the group's attributes. Other factors that are taken into consideration include economic conditions, current legislation, and the stop-loss industry itself.

Here's an explanation of the key factors that affect stop-loss rates:

Medical trend

Medical trend is a prediction of how much health care costs will rise over time. When an employer chooses to self-fund its health plan, it accepts responsibility for paying the bills for health care services that its employees and their dependents use. Unlike an insured plan, the employer runs the risk that the total cost will be considerably higher than expected.

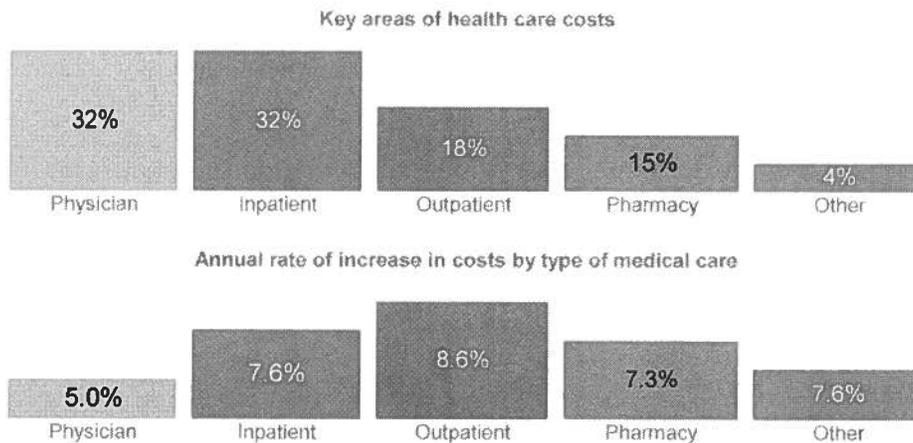
A closer look at health care costs

Health care costs are variable. One type of health care cost can rise or fall at a different rate compared to another type of health care cost. In addition, the type of health care cost can have an impact on different types of insurance. For example, a shift in cost for physician services is likely to have a greater impact on the employer's portion of claims within a self-funded medical plan. This is because a large percentage of employees use physician services without ever reaching the catastrophic claim levels that would qualify for reinsurance by a stop-loss carrier.

The four main areas of health care costs include:

1. Physician services
2. Pharmacy
3. Inpatient services
4. Outpatient services

The charts below illustrate how annual medical trend rates fluctuate based on type of service and frequency of use by the insured population.



This chart shows how annual trend rates will fluctuate based on the percentage of service used within each component by the insured population in any given year. The percentages in both graphs are based on analysis of 2012 Milliman Medical Index, May 2012, pages 2-3.

The health care plan and the group's attributes

In addition to medical trend, there are other factors that can influence how a stop-loss carrier sets its rates. Here are a few of the most significant:

- Health care plan design: which services are included; co-payments; deductibles; employee contributions
- Managed care selections: the choice of preferred provider organization (PPO) or a health maintenance organization (HMO); participation levels; incentives; health care practices (for example, higher-cost experimental procedures can become generally accepted in the medical community, and therefore become newly covered)
- The group's attributes: who's covered; the geographic location of the employer; the type of industry

Because of these factors, even if medical trend is between 7% and 13%, stop-loss premium can still increase.

Market factors that affect stop-loss rates, continued

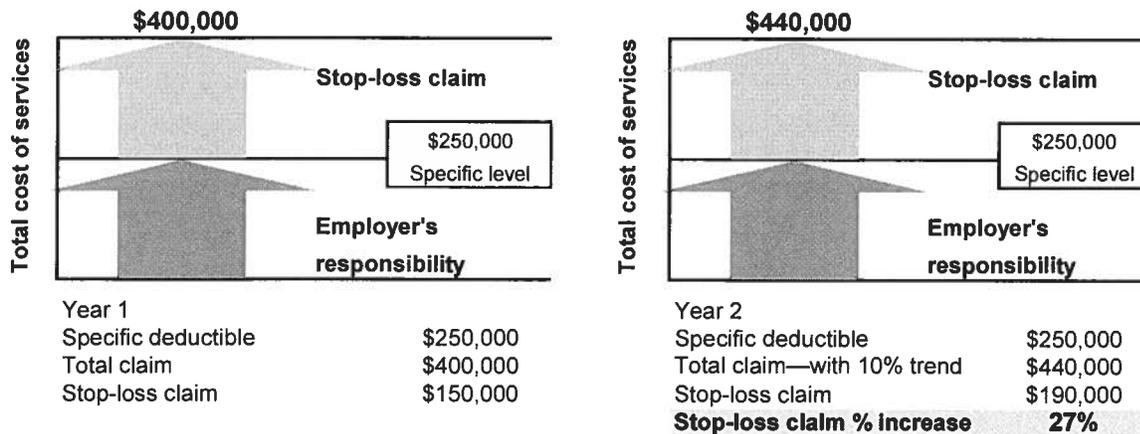
► On this page, learn more about leveraged trend

Leveraged trend

Leveraged trend is a prediction of how much the cost of catastrophic claims—the type of claims that stop-loss insurance covers—will rise or fall over time in relation to health care costs.

In the chart below, the cost of the claim increases by 10% due to medical trend, and the customer keeps the Specific deductible of \$250,000 for two years. The 10% increase in medical trend has a larger impact on the catastrophic claim because the employer's risk allocation remains the same.

How leverage trend works



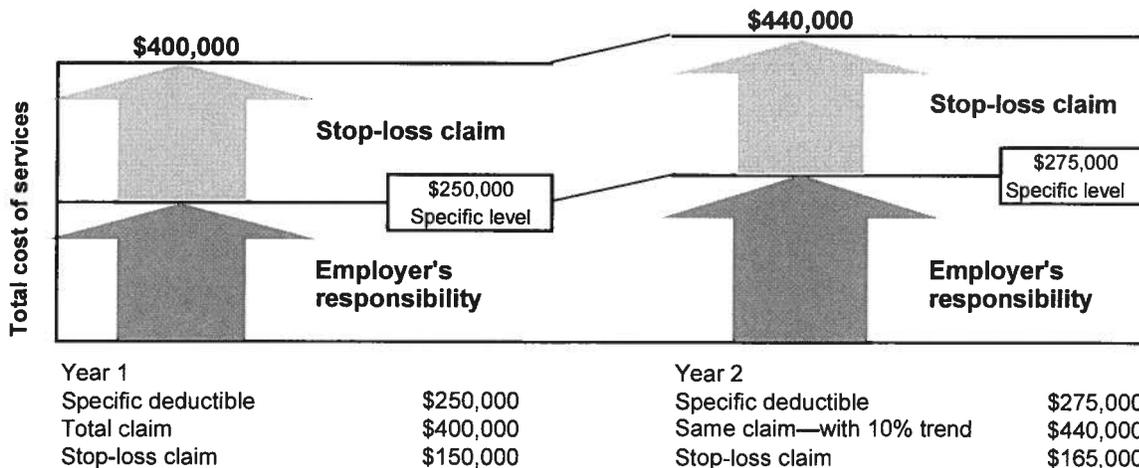
How to reduce the impact of leveraged trend

Employers can help offset the effect of leveraged trend on their Specific stop-loss premium by choosing a higher Specific deductible.

If the Specific deductible remains the same from year to year, the division of the risk between the customer and the stop-loss insurer will change. The stop-loss carrier will assume a larger portion of risk in return for higher premiums. The employer can help stabilize stop-loss rates by adjusting the Specific deductible.

In the chart below, the cost of the claim increases by 10% due to medical trend. The employer chose to increase its risk responsibility by increasing the Specific deductible amount. This changed the risk allocation, so the carrier can then reduce the stop-loss premium.

Reducing leveraged trend



Renewal options

► On this page, select the rate and renewal option that best fits your current needs

Current and renewal rate summary

Tier	Employees
Composite	5112
Total	5,112

Specific Stop Loss policy details and renewal options

Plan thresholds	Current	Renewal	Renewal option 1	Renewal option 2
Individual Specific deductible	\$250,000	\$250,000	\$275,000	\$300,000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited

Specific rates	Current	Renewal	Renewal option 1	Renewal option 2
Contract basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Composite	40.13	\$52.97	\$42.13	\$40.15
Total monthly premium	\$205,144.56	\$270,782.64	\$215,368.56	\$205,246.80
Renewal rate action as a % increase to current monthly premium		32.0%	5.0%	0.0%

Total estimated annual plan costs

Total costs	Current	Renewal	Renewal option 1	Renewal option 2
Total annual premium	\$2,461,734.72	\$3,249,391.68	\$2,584,422.72	\$2,462,961.60
Total estimated self-funded plan costs	\$2,461,734.72	\$3,249,391.68	\$2,584,422.72	\$2,462,961.60
Renewal rate action as a % increase to total estimated annual plan cost.		32.0%	5.0%	0.0%

Select renewal option			
Initial selected renewal option			

Renewal options, continued

► On this page, learn more about the features and services included in your renewal

Specific Stop-Loss coverage

The following are included in your policy:

- **No New Lasers at Renewal option with Renewal Rate Cap of 50%**
The rate cap applies to Specific rates and the Aggregating Specific deductible (if applicable), and it assumes there are no material changes to the underlying plan, the Sun Life Stop-Loss policy, or the group being covered.
- **Mirroring Endorsement**
Mirroring of your plan document is subject to review and approval by Sun Life and may affect the quoted rates. Within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Simultaneous Reimbursement option**
- **SunExcel® Centers of Excellence transplant program**
This exclusive program is provided to all Sun Life Stop-Loss customers.
- **SunResources® preferred network program**
This exclusive program is provided to all Sun Life Stop-Loss customers.
- **Retiree coverage**
- **Terminal Liability option**

The following are not included in your policy:

- **Clinical Trials option**
- **Electronic Funds Transfer**

Assumptions

- **Transplant rider**
Sun Life assumes that if a Transplant rider is in place with your health care plan, that Sun Life is designated as secondary claims payer.

Related provider reimbursement percentage

For health care provider groups, Sun Life sets the in-facility claim reimbursement at Not applicable.

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producers: 00.0%.

Specific Stop-Loss renewal acceptance

Acceptance of your Specific Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$50,000 with diagnosis/prognosis for the period of October 1, 2012 through August 1, 2013 with accompanying required information. For large claims, the required information includes paid claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses that incur outside the Policy Year parameters.

General coverage

- **Assumptions**
The above rates assume that your underlying plan will be brought into compliance with the Mental Health Parity Act, and that covered expenses, as defined under the Mental Health Parity Act, will be covered as "any other illness." This renewal proposal also assumes there are no underlying plan limits that are inconsistent with the guidelines established by the Americans with Disabilities Act.
- **Affordable Care Act accommodations**
This renewal proposal represents Sun Life's efforts to work with you to meet your requirements under the Affordable Care Act (ACA), including, but not limited to, the dependent age provisions of the ACA. According to the rescission provision of the ACA, it is the self-funded medical plan's responsibility to keep its census data up to date at all times. If the self-funded medical plan inadvertently does not remove a terminated participant, Sun Life may deny any claims from the participant. However, in that situation, the self-funded medical plan is responsible for the claim.

Authorized signature
Printed name

Printed title
Date

Disclosures

► On this page, find footnote references and policy information

1. Specific claims processing performance is based on year-end 2011 data.
2. Claims processing and reimbursement data are from 2009–2011.
3. Sun Life is #593 in the Forbes Global 2000, 2012 edition, according to the website (last accessed on July 12, 2012): http://www.forbes.com/global2000/#p_1_s_a0_All%20industries_All%20countries_All%20states_Sun%20Li.
4. For current financial ratings, please visit www.sunlife.com.

The following Service is not insurance and carries a separate charge, which is included with the price of your coverage: Medical Sightlines Intelligence provided by Verisk, Inc. Sun Life is not responsible or liable for care, services, or advice given by any provider or vendor of the Service. Sun Life reserves the right to discontinue the Service at any time. Sightlines™ Medical Intelligence is owned by Verisk Health. If a third party administrator (TPA) chooses to use Sightlines™ Medical Intelligence, no software license is required between the TPA and Verisk Health or the TPA and Sun Life. The TPA transmits and accesses its data through Verisk Health's secure website. A TPA has access only to its own data.

Producer licensing

All Sun Life Financial companies require producers using insurance quotes we issue for the purpose of soliciting, selling, or negotiating insurance to be licensed both by the state where the prospective client is located and by any state where the solicitation, sale, or negotiation of insurance occurs, if different. This requirement pertains to all forms of solicitation, sale, or negotiation of insurance, including but not limited to solicitation, sale, or negotiation conducted in person, by telephone, by e-mail, by fax, or otherwise.

Producer compensation

All Sun Life Financial companies may pay the selling broker, agency, or third party administrator compensation for the promotion, sale, and renewal of the products and services offered in this proposal. In addition to our standard compensation arrangements, we may make additional cash payments or reimbursements to selling brokers in recognition of their marketing and distribution activities, persistency levels, and volume of business. We encourage brokers and their clients to discuss what commission or other compensation may be paid in connection with the purchase of products and services from the company. For New York–issued cases, producers must comply with the specific compensation requirements of New York Regulation 194.

Plan and rates

This renewal proposal is based on the employee census information that was provided. Acceptance of the group and final rates will be determined by the Sun Life home office in the United States based on actual enrollment and case experience, if required. Terms and conditions of any coverage under the policy will be determined by all necessary final data and by underwriting rules, policy requirements, and policy provisions in effect on the date coverage begins.

Underwriting companies

The Sun Life Financial group of companies operates under the "Sun Life Financial" and "Sun Life" names. In the United States and elsewhere, insurance products are offered by members of the Sun Life Financial group of companies that are insurance companies. Sun Life Financial Inc., the publicly traded holding company for the Sun Life Financial group of companies, is not an insurance company and does not guarantee the obligations of these insurance companies. Each insurance company relies on its own financial strength and claims-paying ability.

Group insurance policies are underwritten by Sun Life Assurance Company of Canada (Wellesley Hills, MA) in all states, except New York, under Policy Form Series 02-SL and 07-SL. In New York, group insurance policies are underwritten by Sun Life Insurance and Annuity Company of New York (New York, NY) under Policy Form Series 02-NYSL and 07-NYSL. Product offerings may not be available in all states and may vary depending on state laws regulations.

© 2012 Sun Life Assurance Company of Canada, Wellesley Hills, MA 02481. All rights reserved. Sun Life Financial and the globe symbol are registered trademarks of Sun Life Assurance Company of Canada. Visit us at www.sunlife.com/us.

(SAP # 4400000211)

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 27, 2013
ISSUED TO: 1000010262 Sun Life Assurance Company of Canada One Sun Life Executive Park Wellesley Hills, Massachusetts 02481	MODIFICATION NO.: <p style="text-align: center;">2</p>	EXECUTED DATE OF ORIGINAL CONTRACT: October 25, 2011

ORIGINAL CONTRACT TERM DATES: November 1, 2011 – October 1, 2012 CURRENT CONTRACT TERM DATES: October 1, 2013 - September 30, 2014

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 two 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: 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, 2013 through September 30, 2014.

2.0 MODIFICATION TO AGREEMENT COLLATERAL: 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:

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

Note to Vendor:

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	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
--	---

TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
--	-------------

TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
--	-------------

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.

Policy issued to Travis County, Texas, by Sun Life Assurance Company of Canada, Wellesley Hills, Massachusetts for the first year of this Agreement Collateral as amended for the first option period is amended for the second 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 \$275,000 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 second option period:

Schedule of Benefits Specific Benefit

Original Specific Benefit Effective Date	November 1, 2011
<u>Benefit Specifications</u>	
Policy Year	October 1, 2013 through September 30, 2014
Reimbursement Percentage	100% of Eligible Expenses
Covered Benefits	Medical, including Prescription Drugs
Specific Benefit Deductible	\$275,000.00
Specific Benefit Lifetime Maximum Eligible Expenses	Unlimited
Specific Benefit Claims Basis	29/11 (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	\$42.14 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:** You and we hereby incorporate this amendment into the Agreement Collateral as amended by this Modifications One and Two. You and we hereby ratify all of the terms and conditions of the Agreement as amended.

5.0 **EFFECTIVE DATE:** The changes stated in this amendment are effective October 1, 2013.



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, September 10, 2013
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. 4400001215 (H.T.E. Contract No. 02T00005OJ), United Healthcare Services, Inc., for Travis County employees, retirees, and their dependents:

- (A) Modification No. 18 for Administrative Services Agreement**
- (B) Modification No. 13 for COBRA Administrative Services Agreement**
- (C) Modification No. 13 for Customer Reporting System Internet Access Agreement**

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, from October 1, 2013 through September 30, 2014. The contract extension is permitted pursuant to Section 9 of the contract, entitled "Term of the Agreement."

The Plan administration fee will increase approximately 3.9% (\$1.55) from \$39.91 to \$41.46 PSPM (per subscriber per month) for all plans for FY14. The administrative rates for COBRA administration and Retiree Billing administration will decrease FY14. The monthly fixed costs of the plan will increase by 7.8% from prior year. The increase is due in part to the

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

increase in number of Employees and Retirees enrolled as well as the increase in the administration rate. The number of Employees and Retiree increased from 4,940 in FY13 to 5,126 for FY14. There is no increase in rates for FY14 for Vision Insurance coverage.

➤ **Contract Modification Information:**

Modification Amount: Not Applicable

Modification Type: Bilateral

Modification Period: October 1, 2013 – September 30, 2014

➤ **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.



Human Resources Management



700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512)

Memorandum

DATE: August 13, 2013

TO: C.W. Bruner, Purchasing Agent Assistant

FROM: John Rabb, Benefits Manager *AK*
Shannon Steele, Benefits Administrator *SMS*

Subject: Renewal for Travis County Contract # 02T000050J (SAP # 4400001215), Health Insurance: Group Benefits - ASO, Cobra and Reporting

United Healthcare has been the County's Third Party Administrator for the healthplan since October 1, 2001, the inception of the self-funded plan. Vendor services related to the above contract have been performed to the County's satisfaction. Please exercise the contract renewal option for Fiscal Year 2014.

- The Plan administration fee will increase by approximately 3.9%. (\$1.55) from \$39.91 to \$41.46 PSPM (per subscriber per month) for all plans.
- The administrative rates for Cobra Administration and Retiree Billing Administration will decrease for Fiscal Year 2014.

The monthly fixed costs of the plan will increase by 7.8% from prior year. The increase is due in part to the increase in number of Employees and Retirees enrolled as well as the increase in the administration rate. The number of Employees and Retiree increased from 4,940 in FY 13 to 5,126 for FY 14.

	Current Fiscal Year 2013	Fiscal Year 2014
Average Monthly Cost	\$197,153	\$212,544
Average Annual Cost	\$2,365,841	\$2,550,524
		3.9%

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 an agenda item.

Fiscal Year 2014 COBRA AND RETIREE Direct Billing and Administrative Fees

Cobra/ Retiree billing-UnitedHealthcare Benefit Services	Fiscal Year 2010	Fiscal Year 2011	Fiscal Year 2012	Fiscal Year 2013	Fiscal Year 2014
On going maintenance Fee (once a yr charge)	\$1,155.00	\$1,155.00	Fee waived	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	N/A	N/A
Ongoing Cobra Continuant per month charge	\$11.25	\$11.25	\$11.25	\$11.25	\$4.50
Outside carrier eligibility feeds and premium remittance –per carrier per month	\$41.21	\$41.21	\$41.21	\$41.21	\$0.00
Qualifying Event- fee per qualifying event	\$30.00	\$30.00	\$30.00	\$30.00	\$14.00
Cobra Initial Rights Notifications-per notice	\$4.46	\$4.46	\$4.46	\$4.46	\$3.00
Retro Cobra Initial Rights notices- per notice	\$4.46	\$4.46	\$4.46	\$4.46	\$3.00
TX State Continuation- per notice	\$11.00	\$0.00	\$0.00	\$0.00	\$0.00
Past Due notices to continuants -per notice	\$2.10	\$0.00	\$0.00	\$0.00	\$0.00
Direct Billing Services					
Retiree Billing-per retiree per month	\$7.35	\$7.35	\$7.35	\$7.35	\$4.50
Past Due notice- per notice	\$2.10	\$0.00	\$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	\$6.25	\$6.25	\$6.25	\$3.00
Retro HIPAA Initial Rights Notifications –per notice	\$4.25	\$6.00	\$6.00	\$6.00	\$3.00
Post-COBRA HIPAA certificates of coverage on outside COBRA members – per certificate	\$6.25	Not indicated on renewal			
HIPAA Privacy Notices- per notice	\$6.00	Not indicated on renewal			
Women's Health Cancer Rights Act- per notice	\$3.25	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	\$8.00
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	\$8.00 plus postage

UnitedHealthcare returns the 2% COBRA administrative fee that is charged to COBRA participants to the County.

UnitedHealthcare
ASO Administration Fee Components

Customer Name:	Travis County
Effective Date:	10/1/2013
Subscribers:	5,126
Members:	9,467
Average Contract Size:	1.85
Average Age/Gender Adjustment:	1.08

	Choice Standard ASO Administration - Renewal	Choice Standard ASO Administration - Renewal	Choice + Standard ASO Administration - Renewal
Administration Fee Components			
Pharmacy Fee: Optum Rx	Included	Included	Included
UBH Fee: Standard Behavioral Care	Included	Included	Included
Optum Fees: Care 24	Not Included	Not Included	Not Included
Nurseline	Included	Included	Included
PS PHS/TDS/HeNotes, incl. Dia	Included	Included	Included
Additional Options			
Conversion:	Not Included	Not Included	Not Included
Claim Fiduciary:	Not Included	Not Included	Not Included
HSA Fee	N/A	N/A	N/A
HRA Fee	N/A	N/A	N/A
Third Party Stoploss Reporting	Included	Included	Included
Spectera Fee	Included	Included	Included
Medicare Part D Reporting	Included	Included	Included
On Site CSR	Included	Included	Included
Subscribers	875	754	3,497
Total Administration Fee Cost (PSPM)	\$41.46	\$41.46	\$41.46

Additional Services Included in our Administration Fee	Included in Quote
Communications Bu	NO
Reporting Budget	NO
Data Extracts	YES
Auditing Budget	NO
Cross Carrier Data F	NO
Expanded eCR Rep	YES
Health Advisor	YES

Assumptions

The quote is based on the following assumptions. Changes to these assumptions may result in an adjustment to the rates or revocation of the quote. Please refer to the Financial Commentary for further assumptions.

- Rates are guaranteed for the contract period of 10/1/13 through 9/30/14.
- UnitedHealthcare is the only carrier offered.
- Quote assumes 5126 subscribers 9467 members and an average contract size of 1.85. UnitedHealthcare reserves the right to adjust the rates if the enrollment at issue varies by +/- 10% from the submitted census.
- Employer contributes a minimum of 75% toward the employee only costs and 50% toward the dependent costs.
- UnitedHealthcare reserves the right to adjust rates in the event of (i) any changes in federal, state or other applicable law or rules; (ii) changes in Plan design required by the applicable regulatory authority (e.g. mandated benefits) or by the Plan Sponsor; (iii) any taxes, surcharges, assessments or similar charges being imposed by a governmental entity on the Plan or UnitedHealthcare; or, (iv) as otherwise permitted in our policy.
- Customer Retains 100% of Rx Rebates. Quote also assumes the United Rx National Network is used, the Advantage PDL is used, and the Rx plan design is Closed.
- Please refer to the ASO Medical Plan Exhibit for plan design overviews and the ASO Administration Fee Components exhibit for additional programs included in the administration fee.
- Packaged Savings does not apply.
- Quote does not include commissions.
- Administration fee includes 3 benefit plans and a maximum of 25 claim accounts.
- Quote includes Facility Discount Program. Quote Includes Shared Savings Program. A % of network savings will be billed when a non-UHC network is accessed to obtain medical claim savings.
- Quote Includes Advance Analytics and Recovery Service.
- A signed Administrative Service Agreement must be submitted prior to the effective date of our claim processing services. The effective date may be delayed if the Agreement is not signed.
- If the arrangement is terminated by the group during the implementation phase, implementation costs incurred by UnitedHealthcare will be the responsibility of the group.
- UnitedHealthcare reserves the right to adjust the rates if an award is not made within 90 days of the issuance of this quotation.
- Our quotation is based on new dates of loss and claims with dates of services on or after the effective date. UnitedHealthcare will process runout claims for a period of six months after termination of the contract for an additional fee. The charge for processing runout claims is equal to the administration fee at the time of cancellation, times the average number of subscribers for the three month period preceding cancellation, times two. If the group terminates their contract at the end of the first year, a matured administration fee will be used at the basis for the runout claim fee.
- The PPACA imposes certain fees and taxes on plan sponsors. For example, the "Comparative Effectiveness Fee" imposes a research fee, starting in 2012, upon all employers sponsoring a group health plan and this fee equates to a \$1 per participant charge per year (with an increase to \$2 per participant in 2013). UnitedHealthcare is not responsible for these fees or taxes and has not included them in the rates and fees quoted.
- The Plan or its sponsor will remain responsible for state or federal surcharges, assessments, or similar taxes or fees imposed by governmental entities or agencies on the Plan or us, including but not limited to those imposed pursuant to the Patient Protection and Affordable Care Act of 2010 (PPACA), as amended from time to time. This includes responsibility for funding the PPACA reinsurance fee which is remitted to the government (federal and/or state) by third-party administrators on behalf of self-funded plans.
- The fees quoted do not include state or federal surcharges, assessments, or similar taxes/fees imposed by governmental entities or agencies on the Plan or UnitedHealthcare. We reserve the right to adjust the rates (i) in the event of any changes in federal, state or other applicable legislation or regulation; (ii) in the event of any changes in plan design or procedures required by the applicable regulatory authority or by the sponsor; and (iii) as otherwise permitted in our ASA.
- If awarded this business, UnitedHealthcare, on your behalf and under your employer identification number, will open and maintain a bank account to provide us the means to access your funds for the sole purpose of payment of Plan benefits, expenses, and taxes/fees (including the PPACA reinsurance fee.) You agree to hold UnitedHealthcare harmless for any and all federal, state, local or other governmental demand, charge or tax (by whatever name) assessed against or imposed upon UnitedHealthcare arising out of the administration of the plan.

4

**UnitedHealthcare
ASO Renewal Exhibit**

Customer Name: Travis County
Effective Date: 10/1/2013

Fixed Costs:
Administration
 ADMINISTRATION FEE - Excludes Commissions
 Plan Name Enrollment
 Choice 875
 Choice 754
 Choice + 3,497
 Total Subscribers 5,126
COMPOSITE FEE PSPM

Fixed Cost PSPM
 Monthly Fixed Cost
 Annual Fixed Cost
 % Increase over Current Annual Fixed Cost

Expected Claims PSPM
 Attachment Factor PSPM
 % Increase over Current

Projected Monthly Expected Claims
 Projected Annual Expected Claims

Monthly Fixed Costs + Expected Claims
 Annual Fixed Costs + Expected Claims
 % Increase over Current

** Lasered Claimant Notes:
 None

	Current	Renewal
Administration	\$39.91	\$41.46
Choice	\$39.91	\$41.46
Choice +	\$39.91	\$41.46
COMPOSITE FEE PSPM		
Fixed Cost PSPM	\$39.91	\$41.46
Monthly Fixed Cost	\$204,579	\$212,544
Annual Fixed Cost	\$2,454,944	\$2,550,524
% Increase over Current Annual Fixed Cost		3.9%
Expected Claims PSPM	\$842.96	\$914.80
Attachment Factor PSPM	N/A	N/A
% Increase over Current		8.5%
Projected Monthly Expected Claims	\$4,321,009	\$4,689,263
Projected Annual Expected Claims	\$51,852,114	\$56,271,151
Monthly Fixed Costs + Expected Claims	\$4,525,588	\$4,901,806
Annual Fixed Costs + Expected Claims	\$54,307,058	\$58,821,675
% Increase over Current		8.3%



COBRA and Direct Billing Fees

Travis County

Rates Effective: 10/1/2013 thru 9/31/2015

COBRA and/or Direct Billing Set Up and Maintenance

On-going Maintenance Fee (annual fee in subsequent years after implementation)	Waived
--	--------

COBRA Services

COBRA Continuant Takeover Charge (one-time charge per current continuant from previous COBRA administrator)	n/e
Ongoing COBRA Continuant Per Month Charge	\$4.50
Outside Carrier Eligibility Fees and Premium Remittance (per carrier per month)	\$0.00
Qualifying Event: Qualifying Event Services (fee per Qualifying Event – includes distribution of Qualifying Event notices and election forms via proof of mail with instructions, and processing of enrollment forms returned so as to set up those individuals for premium billing services)	\$14.00
COBRA / HIPAA Initial Rights Notifications (per notice)	\$3.00
Retro COBRA / HIPAA Initial Rights Notices (per notice)	\$3.00
Texas State Continuation Notification (per notice)	\$0.00
Past Due Notices to Continuant (per notice)	\$0.00

Direct Billing Services

Retiree Direct Billing (per continuant per month)	\$4.50
Past Due Notices to Continuant (per notice)	\$0.00

Note: The 2% COBRA administration portion from premium collected from continuants is remitted to the customer.

The following are Optional Services Available to customers purchasing COBRA/Direct Bill Services

Employee Notification Services

Post-COBRA HIPAA Certificates of Coverage on outside COBRA members (per certificate)*	\$3.00
HIPAA Privacy Notices (per notice)	\$3.00
Women's Health Cancer Rights Act (WHCRA) Notices (per notice)	Included if COBRA Initial Rights Notice is Contracted

Open Enrollment Services

Full Open Enrollment Service (per person)	\$8.00
Same as partial service PLUS packaging and distribution of all related benefit materials and/or informational documents as designated by and provided by the client	plus postage

*We provide these certificates through our internal processes as part of standard services for UHC members.

6



Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

DATE: August 13, 2013

TO: C.W. Bruner, Purchasing Agent Assistant

FROM: John Rabb, Benefits Manager *JR*
Shannon Steele, Benefits Administrator *SS*

Subject: H.T.E. Contract # 02T00005OJ (SAP # 4400000006)
UnitedHealth Care - Vision

Vendor services related to the above contract have been performed to the County's satisfaction. Please renew the contact for Fiscal Year 2014 for the Vision insurance coverage with Untied Healthcare.

There is no increase in rates for FY 14. The employee/retiree only vision option is included with enrollment in a Travis County Health Plan and coverage for dependents is 100% employee/retiree paid.

If you have any questions, please contact John Rabb at 854-2742 or Shannon Steele at 854-6046.

UnitedHealthcare Specialty Benefits

Uniting health and financial wellbeing

Renewal for Travis County

John Rabb
Travis County
700 Lavaca Street
Austin, TX 78701

Dear John:

On behalf of UnitedHealthcare Specialty Benefits, I am pleased to present renewal information for Travis County for the period, **10/01/2013 – 9/30/2015**.

Your **Vision renewal** covers the cost of well vision care and corrective lenses and eyewear with affordable premiums and copays, as well as lower out-of-pocket expenses. The network includes 53,000 private practice and retail providers of vision services.

For specific renewal rates and assumptions, please refer to detailed renewal exhibit (attached).

Please contact me for more information or to request a formal proposal for the following product in our portfolio:

- *Dental Insurance:* We offer a variety of dental plans, supported by a dental network of 100,000 dental access points nationwide and state-of-the-art online services for employers and members. We include value-added services at no additional cost, including Consumer MaxMultiplierSM, Prenatal Dental Program® and Oral Cancer Screening.

To accept this renewal and let it serve as our agreement to continue to provide coverage(s), please confirm acceptance by notifying me within 30 days. The proposed renewal rates may automatically change on the above listed renewal date. Thank you for the opportunity to serve you and the vision plan members of Travis County. We look forward to continuing our relationship for many years to come.

Sincerely,

LeJuene Davis

LeJuene Davis
469.633.8731
lejuene_davis@uhc.com

UnitedHealthcare Dental and Vision coverage provided by or through United HealthCare Insurance Company or its affiliates.

UnitedHealthcare Specialty Benefits

Uniting health and financial wellbeing

Travis County Vision coverage

Plan Overview

- 12/12/24
- \$10/\$25
- Contact lens allowance \$150
- Scratch Coating

	Current Rates	Renewal Rates
Employee	\$3.00	\$3.00
Employee + Spouse	\$13.39	\$13.39
Employee + 1 Child	\$9.11	\$9.11
Employee + Spouse + 1 Child	\$11.73	\$11.73
Employee + Children	\$11.03	\$11.03
Employee + Family	\$15.70	\$15.70

Acceptance of Renewal

I accept this renewal on behalf of Travis County

Authorized Signature: _____

Date: _____

Printed Name: _____

Title: _____

Please sign and submit to:

LeJuene Davis
 UnitedHealthcare Specialty Benefits
(855) 290 – 7404
 lejuene_davis@uhc.com

MODIFICATION OF CONTRACT NUMBER: <u>02T000050J, Administrative Services Agreement</u> (SAP # 4400001215)			PAGE 1 OF 7 PAGES
ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 19, 2013	
ISSUED TO: United HealthCare Services, Inc. Attn: Frank Sievel 185 Asylum Street Hartford, Connecticut 06103-3408	MODIFICATION NO.: <p style="text-align: center;">18</p>	EXECUTED DATE OF ORIGINAL CONTRACT: September 18, 2001	
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001 - October 1, 2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2013-September 30, 2014</u>	
FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ <u>N/A</u> Current Modified Amount \$ <u>N/A</u>			
<p>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.</p> <p>This modification number eighteen 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”).</p> <p style="text-align: center;">RECITALS</p> <p>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.</p> <p>Section 14.5 Amendment of the Administrative Services Agreement allows Us and You to amend the Agreement in writing signed by both of Us.</p> <p>Section 8.2 Changes in Service Fees provides those circumstances under which changes in rates are allowed.</p> <p style="text-align: center;">AGREEMENT TO AMEND CONTRACT</p> <p>You and We agree to amend the Administrative Services Agreement as follows:</p> <p>1.0 EXERCISE OF OPTION: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</p>			
Note to Vendor: <input checked="" type="checkbox"/> Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County. <input type="checkbox"/> DO NOT execute and return to Travis County. Retain for your records.			
LEGAL BUSINESS NAME: United HealthCare Services, Inc.		<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER	
BY: _____ SIGNATURE		DATE: _____	
BY: _____ PRINT NAME			
TITLE: _____ ITS DULY AUTHORIZED AGENT			
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: _____	

exercise Your option to extend this agreement for an additional one year option period from October 1, 2013 through September 30, 2014.

2.0 MODIFICATION TO FEES: Pursuant to Section 14.5 Amendment of the Administrative Services Agreement, section 2.1 MODIFICATION TO FEES, subsection 3.2 of Modification 16 IS deleted and the following is inserted in its place:

3.2 FEES FOR FY 2014: 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, 2013 through September 30, 2014 are as follows:

Administrative Fees for County Fiscal Year ending September 30, 2014 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:

- \$41.46 per month per Employee covered under the “United HealthCare Choice Plus” portion of the Plan.
- \$41.46 per month per Employee covered under the “United HealthCare Choice” portion of the Plan.
- \$41.46 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 1, 2, 3, 4, 5, 6, 7, 11, 14, 15, 16, 17 and 18. 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, 2013.

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 18 (“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, 2013 and ending on October 1, 2014 (the “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		
<i>Discounts and Dispensing Fees</i> ⊕ 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		
<i>Discounts and Dispensing Fees</i> ⊕ 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

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Rebate Management		
<ul style="list-style-type: none"> ⊕ 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		
<ul style="list-style-type: none"> ⊕ 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		Included
⊕ Overrides requiring clinical intervention or evaluation		
Physician Reviewed Prior Authorization		Included
<i>Clinical Initiatives</i>		
<ul style="list-style-type: none"> ⊕ Standard Targeted Disease Intervention Programs ⊕ Provider and Member Education Programs 		4 programs included, \$0.08 PMPM per additional program selected
<i>Core Clinical Programs</i>		Included
⊕ Programs Include: DIAP, Geriatric Monitor, Narcotic, and PolyPharmacy		
<i>Health, Wellness, and Disease Education provided through website</i>		Included
Customized Clinical Programs		Quoted Separately Upon Request. Client claims data required for custom analysis and presentation
<i>Appeals Services for Prior Authorization</i>		Included
Translation for Prior Authorization Appeals		\$220 per Letter
Additional Services		
<i>Custom Programming/Report Generation Minimum \$500</i>		\$150 per hour
E-Prescribing		\$0.18 per Eligibility Check
Non-Standard or Manual Eligibility Maintenance		\$1.50 per Member
<i>Direct Member Reimbursement (DMR)</i>		
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
<i>Appeals Services for DMR</i>		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

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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
<i>Direct Member Reimbursement (DMR)</i> 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.		
<p><i>Utilization Management</i></p> <ul style="list-style-type: none"> ▪ 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 <input type="checkbox"/> Approve ▪ Diagnosis does not match guideline diagnosis <input type="checkbox"/> Denial (Or convert to Non-FDA limited case management review) ▪ Guideline Criteria not met <input type="checkbox"/> In depth review for off label use requires research and Medical Director consultation ▪ Guideline Criteria not met <input type="checkbox"/> Redirect to other PO or specialty product when appropriate ▪ State Regulation & NCQA Denial Letters to be completed by Optum Rx (members and providers) 		
<p><i>Off label Use</i></p> <ul style="list-style-type: none"> ▪ 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 		
<p>Case Management</p> <ul style="list-style-type: none"> ▪ 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) 		
<p>Reporting – Case Log</p> <ul style="list-style-type: none"> ▪ Drug, Date, Physician & Patient ▪ Decision ▪ Outcome notes (when applicable) 		
<p>Clinical Support</p> <ul style="list-style-type: none"> ▪ Guideline Development 		

UHC document identification number:
TCCA document identification number: 278106v1

MODIFICATION OF CONTRACT NUMBER: 02T00005OJ, COBRA
(SAP # 4400001215)

PAGE 1 OF 3 PAGES

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 19, 2013
ISSUED TO: United HealthCare Services, Inc. Attn: Frank Sievel 185 Asylum Street Hartford, Connecticut 06103-3408	MODIFICATION NO.: 13	EXECUTED DATE OF ORIGINAL CONTRACT: September 18, 2001
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-October 1, 2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2013-September 30, 2014</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This amendment number thirteen 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, 2013 through October 1, 2014.

Note to Vendor:

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

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

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, 2013 to October 1, 2014 are as follows:

COBRA/Direct Billing Set Up and Maintenance

This annual fee has been waived.

COBRA Services

On-going Continuant per month charge	\$4.50
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)	\$14.00 per Qualifying Event
COBRA Initial Rights Notifications	\$3.00 per notice
Retro COBRA Initial Rights Notifications	\$3.00 per notice
Texas State Continuation Notice	No fee per notice
Past Due Notices to Continuant	No fee per notice

Direct Billing Administration (Billing and Collection)

Retiree Direct Billing 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	\$8.00 per person
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Outside Carrier

Outside carrier eligibility feeds and premium remittance	\$00.00 per carrier per month.
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QUALIFIED BENEFICIARY CHARGE

On-Going Service

2% of Premium included in Qualifying Beneficiary billing rate collected from Continuant 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, Modification Eight, Modification Nine, Modification Ten, Modification Eleven, Modification Twelve, and Modification Thirteen. 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, 2013.

MODIFICATION OF CONTRACT NUMBER: 02T00005OJ, Reporting, UHC
(SAP # 4400001215)

PAGE 1 OF 1 PAGE

ISSUED BY: PURCHASING OFFICE 700 LAVACA STREET, 8 TH FLOOR AUSTIN, TX 78701	PURCHASING AGENT ASST: CW Bruner TEL. NO: (512) 854-9760 FAX NO: (512) 854-4211	DATE PREPARED: August 22, 2013
ISSUED TO: United HealthCare Services, Inc. Attn: Frank Sievel 185 Asylum Street Hartford, Connecticut 06103-3408	MODIFICATION NO.: 13	EXECUTED DATE OF ORIGINAL CONTRACT: September 11, 2001
ORIGINAL CONTRACT TERM DATES: <u>October 1, 2001-October 1-2002</u>		CURRENT CONTRACT TERM DATES: <u>October 1, 2013-September 30, 2014</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY: Original Contract Amount: \$ N/A Current Modified Amount \$ N/A

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

This amendment number thirteen to Customer Reporting System Internet Access Agreement is made by the following parties: United HealthCare Services Inc., formerly known as United HealthCare Insurance Company, 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, 2013 through September 30, 2014.

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 5 and 6. The changes stated in this amendment are effective when it is executed by both User and UHS.

Note to Vendor:

Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

DO NOT execute and return to Travis County. Retain for your records.

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number: Michelle Brinkman (854-9581)

Elected/Appointed Official/Dept. Head: Amalia Rodriguez-Mendoza

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Approval of Fiscal Year 2014 District Clerk's Records Management Plan

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The District Clerk is requesting the attached FY14 District Clerk Records Management Plan be placed on the Commissioners Court agenda for September 10, 2013. The attached plan was developed in collaboration with Records Management and Communication Resources and reflects the level of coordination required between this department and the District Clerk to achieve the goals of the plan. Please note that Sec. 51.305 requires a public hearing to be held on this portion of the plan and that publication of notice of the public hearing occur no later than 15 days prior to the hearing. We had such notice published August 23rd for a 9:00 a.m. September 10th hearing date.

STAFF RECOMMENDATIONS:

Place on Commissioners Court agenda for approval of the Fiscal Year 2014 District Clerk's Records Management Plan

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

Refer to plan

REQUIRED AUTHORIZATIONS:

None

DISTRICT CLERK FY14 RECORDS MANAGEMENT PLAN

The District Clerk presents the following records management plans for each of the funds specifically authorized and established by Chapter 51 the Government Code.

SEC. 51.317 GOVERNMENT CODE **RECORDS MANAGEMENT AND PRESERVATION FUND (FUND 127)**

District Clerk's Records Management and Preservation Fund Overview

This District Clerk's Records Management and Preservation Fund was established by act of the 78th Legislature through HB 1905, added Sec. 51.317(b) (4) and Sec. 51.317(c) (2) to the Government Code that established a new fee of \$10 upon filing of a new suit or other claims for relief, \$5 of which is designated for the District Clerk's Records Management and Preservation Fund. The effective date of the fee was January 1, 2004.

Sec. 51.317 (d) and (e) provides that the use of the fee be restricted to records management and preservation, including automation, subject to budget approval by the Commissioner Court. Any expenditure must comply with purchasing processes proscribed by Chapter 262 of the Local Government Code.

The purpose of this fee was to establish a source of funds through which District Clerks could enhance their respective records management operations beyond what is typically funded through a county's budget process.

The District Clerk's records management fees are charged upon the filing of a new court case or request for affirmative relief in an existing case; these filing types are a small percentage of the total filings received by the District Clerk. Further, because a high percentage of district court cases are comprised of the Attorney General's Title IV-D child support filings that are exempt from paying this fee, the revenue generated is a mere fraction of what is annually required to perform the District Clerk's records management functions.

Since the effective date of the fee, total available FY13 projected revenue net of prior expenditures and encumbrances is \$363,407 this amount is available for budgeting.

Status of Projects Funded in Previous Years

Historic Records Preservation

For several years, the District Clerk has used revenue from the Records Management and Preservation Fund to pay for a Records Analyst assigned to identify historical records that merit special preservation. This initial identification phase has now ended, and

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

funding for the Records Analyst is not requested for FY14. The focus now will be to pay for contract services to perform the preservation work for identified records.

FY14 Plan for the Use of the District Clerk’s 127 Fund

The District Clerk has been collaborating with ITS to develop online access to its records. Two systems are envisioned; one for attorneys which will be accessible via user name and password and readily provide both case data and documents for viewing, and one for the general public which will readily provide case data for viewing with the option to request a copy of a specific document or documents. These two systems have many benefits:

- 24/7 access to District Clerk records
- Fewer customers coming to the courthouse for records services
- Less demand for parking in the courthouse vicinity
- Less staff time required to fill requests for case information or documents
- A reduction in the amount of resources required to print copies

The District Clerk recognizes that the documents it receives often contain sensitive information such as identification numbers and financial account numbers and that such information should be redacted before it is provided to the public. To prepare for the online access and document copy requests, the District Clerk is requesting funding of \$225,200 for automated redaction software and support services as follows:

TYPE	AMOUNT	PURPOSE
Redaction services	\$150,000	To fund redaction of 20 million pages within District Clerk DMS
Redaction software	\$75,000	Software Fees for processing up to 12,000 pages per day
Knowledge Base	Included	Development of redaction configuration rules
Integration Web Service	Included	Web Service to pass images/data to or from software
Software Installation	\$1,600	Baseline & Integration Software
Training	\$2,400	Technical, Supervisory and End User
Testing	\$3,200	End User Pilot/integration Test
Modification	\$8,000	Modify Integration Web Service to use legacy DMS tiff extract program
Project Management	\$1,600	
Optional integration	\$8,000	Modify Integration Web Service to extract new or modified images from Visiflow
Bundled service credit	-\$24,600	Credit for bundling software and services
Total FY14	\$225,200	

The Supreme Court of Texas is planning to phase in mandated electronic filing of court documents starting January 1, 2014. Travis County will be included in the initial phase of the mandate.

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

While self-represented (pro se) litigants are excepted from the mandate, the District Clerk believes the proper e-filing system can make the process of initiating a court case and submitting filings easier for self-represented litigants. Discussions are presently underway with other District and County Clerks to contract with a vendor to develop such a customized system. In the event procurement for this system proceeds, the District Clerk is willing to commit up to \$50,000 toward this project:

TYPE	AMOUNT	PURPOSE
Pro se e-filing system	\$50,000	To fund the Travis County District Clerk's share of a development contract

NOTE: The Fund 127 salary supplement for records management services in previous years has been reallocated to the District Clerk's general fund budget.

SEC. 51.305 GOVERNMENT CODE
DISTRICT COURT RECORDS TECHNOLOGY FUND (FUND 139)

District Clerk's Records Technology Fund Overview

The District Court Records Archive Fee and District Court Records Technology Fund are authorized in Texas Government Code 51.305(b) and 51.305(c), respectively. HB1513 filed and passed in the 83rd Regular Session of the Texas Legislature amended Section 51.305(b) to allow the Commissioners to authorize a fee up to \$10 starting January 1, 2014; prior to this change, the fee was capped at \$5. The authorization of the \$10 fee extends through September 1, 2019, when it reverts back to \$5. The District Clerk is including in this plan adoption a fee of \$5 for the first quarter of the county's fiscal year (October 1 – December 31, 2013), and that a fee of \$10 be adopted for the remainder of the fiscal year.

Section 51.305(d) requires the authorized fee to be used for "the preservation and restoration services of the district court records archive." This section states, "The district clerk shall prepare an annual written plan for funding the preservation and restoration of the district court's records archive. The district clerk is to prepare an annual written plan for use of this fund. The Commissioners Court is required to hold a public hearing on this plan and to publish notice of such hearing in a newspaper no later than 15 days prior to the hearing.

Designation of Court Documents

The District Clerk recommends the following types and formats of documents be designated as "court documents" pursuant to Government Code 51.305:

- 1) all documents and records with a permanent retention period in accordance with the guidelines from the Texas State Library.
- 2) all documents which are maintained in electronic format.
- 3) all documents maintained in microfilm format.

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

- 4) all civil documents in paper format.
- 5) all criminal case documents in paper format in which the defendant was convicted of an offense or was placed on probation or supervision.
- 6) all documents required for criminal proceedings in the district courts that are not subject to an expunction order.

Strategy for Preservation of Court Documents

The District Clerk's strategy is to:

- a) Convert and maintain all court documents in electronic format. This allows documents to be viewed by multiple persons simultaneously; be searched according to a variety of criteria; stored in a cost effective manner; redacted where appropriate to protect individual privacy; and easily and readily duplicated for purposes of disaster recovery.
- b) Maintain certain key documents in microfilm format to allow for preservation in a manner that is not dependent upon technology yet also easily duplicated.
- c) Eliminate paper documents by converting them to one or both of the above formats.
- d) Remove records from the archive that are subject to an order for expunction entered by the court.

To implement this strategy, the District Clerk will:

- **Convert all court documents in paper format to electronic format.**
This is a continuation of a project started in FY08 to provide a more secure and less costly method of maintaining and accessing these documents. These paper filings, once converted, would no longer be maintained in the original format. A public use version of the electronic documents will be redacted to shield sensitive information from view.
- **Duplicate all electronic documents with a mandated permanent retention on microfilm.**
This is a pending project that intends to make use of the capabilities of and technology within of the Travis County Records Management and Communications Resources Department. The microfilm archive writer will be used to duplicate the unredacted version of the electronic documents to microfilm in order to create a back-up version of the records that is less technology dependent. Currently, documents with a mandated permanent retention are comprised of the minutes of the court, file docket, and index of parties.

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

- Duplicate all microfilm documents to an electronic format.**
 This is also a pending project using the capabilities of and technology within of the Travis County Records Management and Communications Resources Department. It provides more ready access to documents than microfilm plus the ability to redact sensitive information.
- Establish a consolidated database for all digital and digitized records.**
 The District Clerk is required to maintain, in perpetuity, essential index information (case number, parties, filing date, assigned court, and minutes entry) on every case filed. To ensure preservation of this information, all District Clerk's case indices originally created on paper have been duplicated to a digital format, and since 1991, new cases have been indexed digitally. However, these digital indices exist in various databases and in different data formats. In preparation for the eventual migration to a new case management system, the District Clerk is working to consolidate these index databases into one repository so that they can be uploaded into the new system. This not only helps to preserve this essential information, it creates a single source that facilitates searching the indices. The District Clerk will also be working to link digitized case filings to these indices to facilitate viewing of case files.
- Apply special preservation methods to documents of significant historic value.**
 Modern preservation techniques should be applied to paper documents that merit special consideration.

FY14 Plan for Use of the DISTRICT COURT Records Technology Fund (Fund 139)

In order to maintain the scanning capacity within the office and ensure records within the archive are appropriate for preservation, funding for staff and contract services is requested as follows:

TYPE	AMOUNT	PURPOSE
Court Clerk Assistant	\$42,030	Slot 60003 to perform scanning
Court Clerk Assistant	\$42,030	New position to assist with removing expunged case files from the archive
Court Clerk I	\$45,436	Continued position to fill in for records staff assigned to TechShare
Law Librarian Specialist	\$29,819	New .5 FTE to fund review of records for archiving
Available for additional pay	\$2415	Funds from which to offer performance pay
Contract Services	\$15,000	To preserve historical case records
Total	\$174,314	

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

OTHER RECORDS MANAGEMENT FUNDS

The following two funds were established in FY10 to fund records management activities for the courts; however, they are under the control of the Commissioners Court and are presented here for informational purposes.

ART. 102.0169 CODE OF CRIMINAL PROCEDURE COUNTY AND DISTRICT COURT TECHNOLOGY FUND (FUND 140)

The County and District Court Technology Fund were established by act of the 81st Legislature through HB 3637, creating a new fee of \$4 upon conviction, including probated sentences and deferred adjudication. Use of this fund, which is under the direction of the Commissioners Court, is restricted to the acquisition of technology for the courts and technology training for judicial, court, and clerk staff.

SEC. 51.708 GOVERNMENT CODE COURT RECORD PRESERVATION ACCOUNT (FUND 141)

This District Clerk's Records Technology Fund was established by act of the 81st Legislature through HB 3637, creating a new fee of \$10 upon filing of a new suit or other claims for relief, which is designated for the Court Record Preservation Account. Use of funds in this account, which is under the direction of the Commissioners Court, may only be used to digitize court records and preserve them from natural disasters.

Attachments:

PB5, Fund 127 Budget Request (Redaction Software and Services) For FY14

PB5, Fund 127 Budget Request (Salary supplement) For FY14

PB5, Fund 127 Budget Request (Historic Records Preservation) For FY14

PB5, Fund 139 Budget Request (Criminal Case File Scanning) For FY14

FY 2014 BUDGET SUBMISSION																	
Budget Request Details (PB-5)																	
Name of Budget Request:		Records Preservation Activities															
Budget Request Priority #:		1	Dept #:		121	Dept Name:		District Clerk									
												Benefits Calculations					
A. Personnel																	
Job Title	Pay Grade	FTE	Fund	Funds Center	Fund %	Emp Type	Annual Cost			FICA (506010)	Medicare (506020)	Hospitalization (506030)	Life Insurance (506040)	Retirement (506050)	WCI (506060)	Total Benefits	Comm. Item
							Salary	Benefits	Total								
Court Clerk Asst	011	1.00	139	1210010139	100%	Regular	\$ 26,417	\$ 14,405	\$ 40,822	1,638	383	8,828	99	3,405	52	14,405	500050
Court Clerk Asst	011	1.00	139	1210010139	100%	Regular	\$ 26,417	\$ 14,405	\$ 40,822	1,638	383	8,828	99	3,405	52	14,405	500050
Court Clerk I	013	1.00	139	1210010139	100%	Regular	\$ 30,239	\$ 15,197	\$ 45,436	1,875	438	8,828	99	3,898	59	15,197	500050
Law Library Specialist	015	0.50	139	1210010139	100%	Regular	\$ 17,304	\$ 12,515	\$ 29,819	1,073	251	8,828	99	2,230	34	12,515	500050
					100%	Regular	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-
					100%	Regular	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-
					100%	Regular	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-
					100%	Regular	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-
					100%	Regular	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	-
Temporary Employees	N/A	N/A			100%	Temp	\$ 2,000	\$ 415	\$ 2,415	124	29	-	-	258	4	415	500070
Overtime	N/A	N/A			100%	OT	\$ -	\$ -	\$ -	-	-	-	-	-	-	-	502010
TOTAL PERSONNEL							\$ 102,377	\$ 56,937	\$ 159,314	6,348	1,484	35,312	396	13,196	201	56,937	
B. Operating																	
Commitment Item Category	Commitment Item Description	Fund	Funds Center	Func Area	Commitment Item	One-time or Ongoing	Cost										
Services	Other Consulting Services	0139	1210010139	1220	511890	One-time	\$ 15,000										
							\$ -										
							\$ -										
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							\$ -										
							\$ -										
							\$ -										
						Ongoing	\$ -										
TOTAL OPERATING							\$ 15,000										
C. Computer/Telecommunication and Capital Related to This Request																	
TOTAL COMPUTER/TELECOMMUNICATION EQUIPMENT FROM ITS FORMS												\$ -					
TOTAL CAPITAL EQUIPMENT FROM CAPITAL BUDGET REQUEST (PB-6)												\$ -					
TOTAL ALL CAPITAL												\$ -					
TOTAL BUDGET REQUEST												One-Time \$	Ongoing \$	Total FY 14			
TOTAL REQUESTED NON-CAPITAL (A + B)												\$ 15,000	\$ 159,314	\$ 174,314			
TOTAL REQUESTED (A + B + C)												\$ 15,000	\$ 159,314	\$ 174,314			
Form Completed By: _____																	

This row is reserved for Cellular (Air) Time Usage associated with MDC requests on the ITS-1 tab.

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



Travis County Commissioners Court Agenda Request

Meeting Date: 9/10/2013

Prepared By/Phone Number: Patricia A. Young Brown, Central Health President and CEO/978-8100

Elected/Appointed Official/Dept. Head:

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

RECEIVE AND DISCUSS THE TRAVIS COUNTY HEALTHCARE DISTRICT D/B/A CENTRAL HEALTH PROPOSED BUDGET FOR FISCAL YEAR 2014 AND THE ASSOCIATED TAX RATE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memorandum.

STAFF RECOMMENDATIONS:

See attached memorandum.

ISSUES AND OPPORTUNITIES:

See attached memorandum.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

County Attorney's Office
County Attorney's Office
Planning and Budget Office
Planning and Budget Office
County Judge's Office

Beth Devery, Assistant County Attorney
John Hille, Assistant County Attorney
Leslie Browder, County Executive
Jessica Rio, Budget Director
David Salazar, Executive Assistant



Fiscal Year 2014 Proposed Budget Executive Summary

Who We Are

The Travis County Healthcare District (doing business as “Central Health”) was created by vote of the Travis County electorate in May 2004. Its purpose is the provision of medical and hospital care to indigent residents of Travis County, a responsibility that was previously shared by Travis County and the City of Austin prior to Central Health’s creation. Its enabling legislation is Chapter 281 of the Texas Health and Safety Code, which provides most of the statutory framework within which Texas hospital districts operate.

From its inception in fiscal year 2005, Central Health has worked to fulfill its mission – *to create access to healthcare for those who need it most*. During that time, Central Health has steadily increased the provision of primary care services to its covered population and has worked with a variety of healthcare providers and stakeholders to augment and improve the healthcare safety net here in Travis County. Central Health has the statutory obligation to provide health care to residents who are at or below 21% of the federal poverty level (FPL – currently \$4,946 for a family of four); however, Central Health also provides a Medical Access Program (MAP program) with a full benefit package to a population of eligible residents who are at or below 100% of the FPL.

1115 Medicaid Waiver and 10 in 10 Initiative

Central Health owns the University Medical Center Brackenridge (UMCB) facility, which is operated by the Seton Healthcare Family under a long-term lease arrangement, initially with the City of Austin in 1995 and now with Central Health. UMCB serves as the safety-net hospital in Travis County that provides acute and specialty care to our Medical Access Program population as well as trauma services to all residents in an 11-county region. .

Since Central Health began operations in 2004, Seton and Central Health have collaborated to provide a continuum of healthcare services, with Central Health focusing on primary, specialty and behavioral health care. While we have made some progress in our efforts to integrate the healthcare delivery system, there is still much to be done to ensure care is delivered at the right time and the right place.

In July 2011, the Texas Health and Human Services Commission (HHSC) announced the implementation of the Texas Healthcare Transformation and Quality Improvement Program, also called the 1115 Medicaid waiver. The waiver is intended to accomplish two things: one, to preserve the source of federal funding for the Upper Payment Limit program and two, to provide additional federal funds for transformative projects that enhance healthcare delivery through the Delivery System Reform and Incentive Payment (DSRIP) program.

Around the same time, in September 2011, a number of public entities began work on a “10 in 10” initiative to accomplish ten projects over ten years that will benefit Travis County and Central Texas, including: implementing an integrated delivery system to provide enhanced primary care, specialty care, behavioral health services, and women’s health services; building a medical school; and, building a modern teaching hospital. To take advantage of the momentum created by this initiative



Fiscal Year 2014 Proposed Budget Executive Summary

and to maximize the additional federal funding available through the waiver, the Central Health Board of Managers authorized a tax ratification election held on November 6, 2012, to increase Central Health's tax rate by five cents. The voters approved this increase, most of which will be used as a local match for the 1115 waiver, with the rest capitalizing the Community Care Collaborative (CCC), a 501(c)(3) corporation through which Central Health and Seton will jointly manage the safety net system. To that end, Central Health and Seton have entered into a Master Agreement to fund and operate the CCC.

For more information on Central Health, the 1115 waiver, the Community Care Collaborative, or the Master Agreement with Seton, please go to the Central Health website at www.centralhealth.net or call (512) 978-8000.

Fiscal Year 2014 Operating Budget

Central Health's current tax rate (fiscal year 2013) is 7.8946 cents per \$100 of assessed value. This 2014 budget includes a total tax rate of 12.9 cents per \$100 of assessed value, as required under State law pursuant to the tax ratification election held on November 6, 2012. The total rate includes an operating tax rate of 12.77 cents and a debt service rate of .13 cents. The debt service tax rate will provide debt service funds for Certificates of Obligation that funded the purchase and partial renovation of the Southeast Health and Wellness Center and a portion of the construction cost of Central Health's North Central Community Health Center, the remainder of which was funded with Federal grant dollars.

Central Health's operating budget has several sources of funds, with property tax being by far the largest (\$139 million – 80% of total revenue of \$172.9 million). The second largest revenue source is Seton lease revenue for UMCB.

Central Health budgets its expenditures in two programs, the larger one being Healthcare Delivery (96% of total appropriations) and a smaller program of Administration (4% of total appropriations). The Travis County Commissioners Court approves Central Health's budget appropriations at the program level.

Healthcare Delivery Program

This program consists of the following sub-programs or activities:

Intergovernmental Transfers (IGTs)

This activity funds the local match for three types of federal supplemental hospital payment programs:

1. Uncompensated Care ("UC") – reimburses public and private hospitals that treat significant numbers of Medicaid or uninsured patients. Central Health makes uncompensated care



Fiscal Year 2014 Proposed Budget Executive Summary

IGTs for St. David's and Seton private hospitals and for UMCB.

2. Disproportionate Share ("DSH") – similar to Uncompensated Care, this program reimburses public and private hospitals that treat a disproportionate share of Medicaid or uninsured patients. Most of the local match for all Texas hospitals, both public and private, that participate in this program are made by the major hospital districts across the state, including Central Health.
3. Delivery System Reform Incentive Payment ("DSRIP") – provides federal funding for projects that transform the healthcare delivery system by making it more accessible, more integrated, and less costly. This funding is through the 1115 Medicaid waiver, the Texas Health Care Transformation and Quality Improvement Program that was approved by CMS on December 12, 2011. Central Health will make an IGT for the hospital-based DSRIP projects carried out by Seton and also for the remaining delivery system DSRIP projects carried out by the CCC.

Appropriations at the program level can be moved from one activity to another administratively, through the authority delegated by the Board of Managers to the Central Health President and CEO. In educating the Travis County voters for the November 2012 tax ratification election, Central Health committed to using its healthcare delivery funds first to make IGTs that will leverage additional federal funds and opportunities to enhance service delivery. To that end, Central Health may use funds in other healthcare delivery activities for IGT if there are additional opportunities to do so.

Payment to the Community Care Collaborative (CCC)

This Central Health activity funds primary, specialty, and other services for the MAP program, primarily through contracts with a number of safety-net providers. These contracts were previously administered by Central Health, but in 2014 Central Health and Seton will jointly manage most of them in the CCC. Funding and administering these contracts in the CCC will provide for an integrated delivery system through which all providers can be better coordinated.

Other Healthcare Delivery Activities

Other activities in the 2014 Healthcare Delivery Program are as follows:

- Payments to Austin Travis County Integral Care and Planned Parenthood;
- Seton charity care payment;
- Eligibility and medical management staff and operating costs;
- Funding risk-based capital needs for Central Health's Medicaid HMO, Sendero;
- Debt service; and
- A transfer to the capital reserve for renovations of the Southeast Health and Wellness Center.



Fiscal Year 2014 Proposed Budget Executive Summary

The final activity in the 2014 Healthcare Delivery Program is an appropriation of Central Health's estimated 2014 contingency reserve of \$44.6 million. This appropriation provides flexibility for Central Health to handle the uncertain timing of IGTs in the 1115 waiver program without a mid-year budget amendment. It is unlikely that this entire amount will be needed and whatever is not spent in 2014 will fall to the contingency reserve ending balance. Amounts that are spent in 2014 will be replenished in future years.

Administration Program

This program funds the activities that allow Central Health to function as a governmental entity and a healthcare financing entity, e.g. financial, legal, human resource, facility management, and planning and communications activities.

Reserve Policies

Central Health maintains four separate reserves, with a policy for each:

- Emergency Reserve
- Contingency Reserve
- Capital Reserve
- HMO Risk-Based Capital Reserve

There are two changes to Central Health's reserve policies in this 2014 budget. One change is to the contingency reserve – to allow for appropriation of this reserve to deal with IGT timing issues, as discussed above in the Healthcare Delivery Program section.

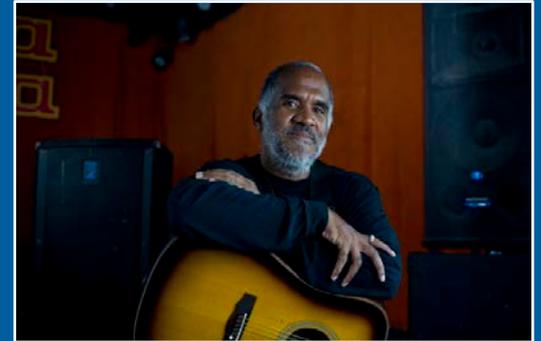
The second change is to the emergency reserve. Given that Central Health's most stable revenue source, property tax, is also by far its largest now (80% of total revenues), management recommends reducing the emergency reserve from 33% to 15% of budgeted expenditures. At this level, Central Health still has relatively higher reserves than most local governments.



Travis County Commissioners Court

Presentation of Central Health 2014 Proposed Budget

Tuesday September 10, 2013





Overview

The FY 14 Central Health budget includes the new tax revenue that was approved by Travis County voters on November 6, 2012. The budget will be used to:

1. Fund Central Health's core mission to provide access to health care for our most vulnerable residents in Travis County.
2. Fulfill the mandate of the voters as outlined in Proposition 1 and develop an integrated delivery system to deliver health care.
3. Maximize participation in 1115 waiver to enhance funding for the DSRIP projects and 10 in 10 initiatives



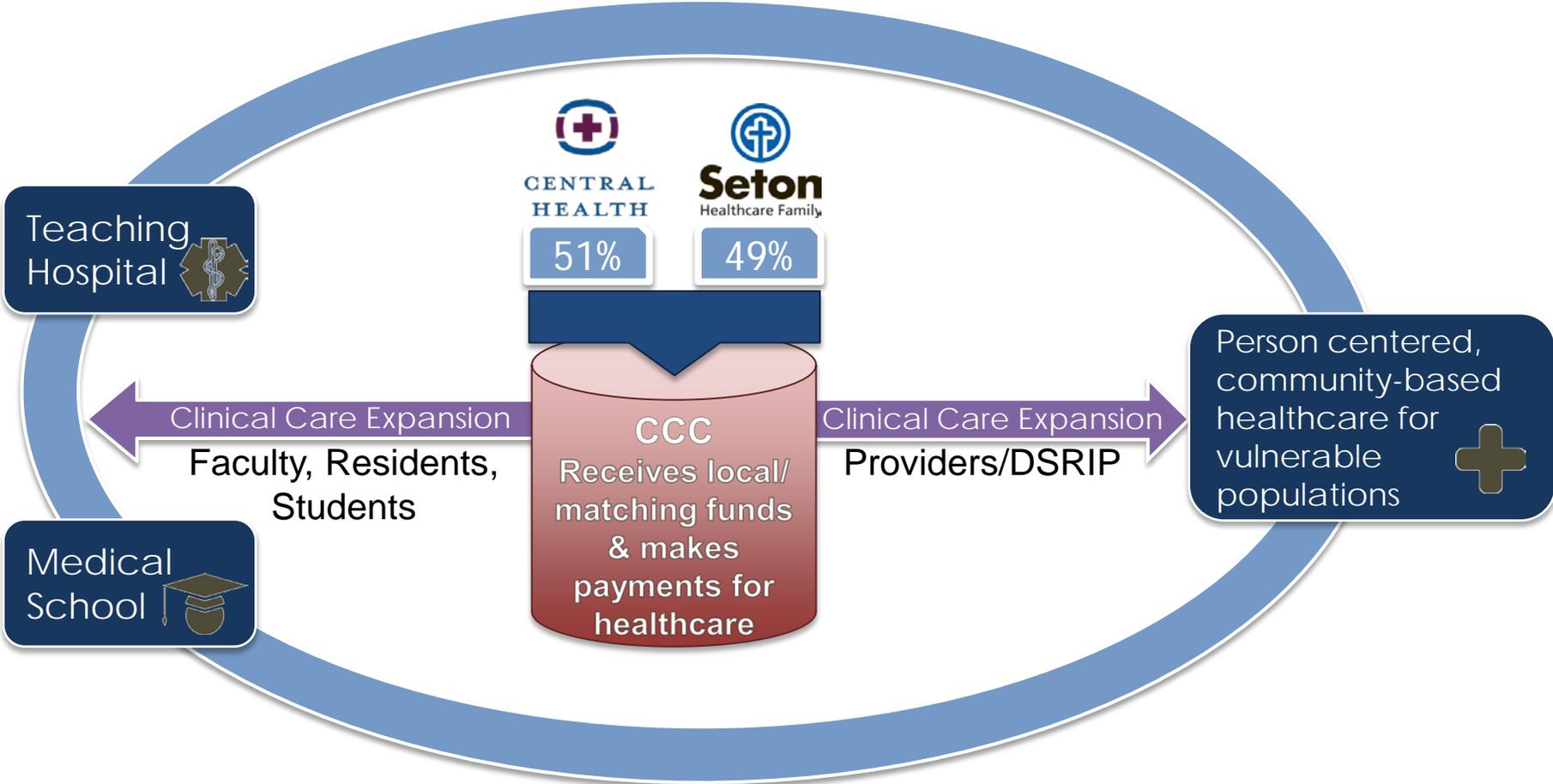
What is different in 2014?

There are fundamental changes in the proposed 2014 budget. These changes are driven by:

- A voter mandate to transform the way we deliver health care to vulnerable populations
- A property tax rate of 12.9 cents per \$100 assessed value
- The establishment of the Community Care Collaborative
- Implementation of 1115 Waiver



Transforming the Way We Deliver Health Care: The Integrated Delivery System





FY 14 Budget Overview: Tax Increase

- On November 6, 2012 Travis County voters approved Proposition 1 which raised the property tax rate collected by Central Health from 7.89 cents to 12.9 cents per \$100 of assessed property value.
- As a result of the voter approved tax increase, Central Health's property tax revenues will increase from \$80m in 2013 to \$139m in 2014.
- The increase in property tax revenue (\$59m) will be used to deliver new and enhanced health care services for uninsured, underinsured and vulnerable residents of Travis County.
- Participation in the Medicaid 1115 Waiver allows Central Health to leverage local funds through a federal match.



Change in Budget from July 10 to Today *(in millions)*

	7/10 Presentation	Today
<u>Sources</u>		
Property Tax Revenue	\$140.0	\$139
Seton Lease Revenue	\$32.3	\$32.3
Other Revenue	\$1.7	\$1.6
Contributions from HMO Reserves	\$2.2	\$2.2
Contingency Fund Appropriation	-	\$44.7
Total Sources of Funds	\$176.2	\$219.8
<u>Uses</u>		
Healthcare Delivery	\$167.2	\$210.6
Administration	\$9.0	\$9.2
Total Uses of Funds	\$176.2	\$219.8



Central Health Comparative Budget *(in millions)*

SOURCES OF FUNDS		
	<u>FY 2014</u>	<u>FY 2013</u>
Property tax revenue	139	80
Seton lease revenue	32.3	30.9
Interest revenue	0.4	0.2
Tobacco settlement revenue	1.2	1.9
Contingency Reserve Appropriation	44.7	29.7
Contribution from HMO Reserve	<u>2.2</u>	-
TOTAL SOURCES	<u>219.8</u>	<u>142.7</u>
<u>USES OF FUNDS</u>		
Healthcare delivery	210.6	134.2
Administration	<u>9.2</u>	<u>8.5</u>
TOTAL USES	<u>219.8</u>	<u>142.7</u>



FY 14 Combined *(in millions)*

	Central Health	Community Care Collaborative
<u>Sources</u>		
Property tax revenue	139.0	
Seton lease revenue	32.3	
Interest revenue	0.4	
Tobacco settlement revenue	1.2	
Contingency Reserve	44.7	
Contribution from HMO risk-based capital	2.2	
DSRIP Revenue		49.2
Payments for Indigent Healthcare:		
<i>Seton (1)</i>		60.0
<i>Central Health (1)</i>		15.2
Operations Contingency		10.5
Total Sources	219.8	134.9
<u>Uses</u>		
Healthcare Delivery	210.6	73.3
Administration	9.2	
DSRIP Project Costs		21.6
Permitted Investments - UT		35.0
Emergency Reserve		5.0
Total Uses	219.8	134.9



Continuity of Services in FY 2014 Budget

- CH will continue to make IGTs for uncompensated care:
 - Private facilities – St. David's and Seton
 - UMCB
- All 2013 provider contracts are in place for 2014, primarily funded in the CCC
 - FQHCs – CommUnityCare, Lone Star Circle of Care, People's Community Clinic, and the remaining provider network



Additional Services in FY 2014 Budget

- DSRIP projects – 30 total
 - Seton – 14
 - CCC - 14
 - Dell Children's - 2
- Renovation of Southeast Health and Wellness Center
 - Capital appropriation of \$4.5m for Primary, Specialty, Dental and Behavioral Health Services



New Enhanced Services

Community Care Collaborative -14 Projects

Infrastructure

- ❖ Disease Management Registry
- ❖ Patient Centered Medical Home Model
- ❖ Chronic Disease Management Model

Care Expansion

- ❖ Expanded Hours at Community Clinics
- ❖ Mobile Care Vans
- ❖ Gastroenterology at Community Clinics
- ❖ Pulmonology at Community Clinics
- ❖ Expanded Dental Services

Behavioral Health

- ❖ Integrated Behavioral Health for Diabetes
- ❖ Telepsychiatry at Community Clinics

Women's Health/Sexual Health

- ❖ Pregnancy Reduction Program
- ❖ STD/HIV Screening & Treatment

Navigation

- ❖ Patient Navigation - IDS
- ❖ Community Paramedic Navigation



Central Health and the CCC

- Role of the CCC is to better integrate service delivery
 - Provider contracts are jointly evaluated
 - MAP population and benefit package are jointly determined
- Board of Managers retains control of contract and funding process in the CCC
 - Central Health Board of Managers has significant reserve powers including approval of new contracts, changes to MAP population and benefit package, and approval of budget



Questions?



www.CentralHealth.net

Item # _____

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Please consider the following item for **VOTING SESSION: September 10, 13**

A. REQUEST MADE BY: Sheriff Greg Hamilton 
(Elected/Appointed Official/Executive Mgr/County Attorney)

REQUESTED TEXT:

Consider and approve Memorandum of Understanding between the Office of Violent Sex Offender Management and Travis County for the housing of Releasees for the 2013-2015 contract term.

COUNTY JUDGE OR COMMISSIONER

- A. Any backup material to be presented to the Court must be submitted with this Agenda Request (Original(s) & 8 copies).**
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. The originating department should send a copy of this Agenda Request and backup to them:**

County Atty, Purchasing

REQUIRED AUTHORIZATIONS: PLEASE CHECK IF APPLICABLE:

- Additional funding for any department or for any purpose**
- Transfer of existing funds within or between any line item budget**
- Grant**

PURCHASING OFFICE (854-9700)

Bid, Purchase Contract, Request for Proposals

COUNTY ATTORNEY'S OFFICE (854-9415)

Contract, Agreement, Policy & Procedure

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



James N Sylvester
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

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

DARREN LONG
Major - Corrections

PHYLLIS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

August 27, 2013

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Bruce Todd, Commissioner, Precinct 2
Honorable Gerald Daugherty, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

FROM: Margaret Seville, Planner

SUBJECT: Memorandum of Understanding between the Office of Violent
Sex Offender Management and the Travis County Sheriff's Office

Attached is this year's MOU renewal between Travis County and the Office of Violent Sex Offender Management (OVSOM) for the housing of program releases at the Del Valle Correctional Complex. There are no changes to the language from this year's MOU.

This new MOU will extend through August 31st, 2015 with no other changes to the contract anticipated at this time. It has been reviewed by the County Attorney.

Currently, Travis County houses an average of seven to ten OVSOM clients per month. No change in the fee for this is included in this modification. Your support and approval of this contract renewal is appreciated. If you have any questions, please feel free to contact my office at 854-9804.

CC. File

**AMENDMENT AND RENEWAL OF
MEMORANDUM OF UNDERSTANDING
BETWEEN
OFFICE OF VIOLENT SEX OFFENDER MANAGEMENT
(FORMERLY COUNCIL ON SEX OFFENDER TREATMENT)
AND
TRAVIS COUNTY SHERIFF'S DEPARTMENT**

This Amendment and Renewal of Memorandum of Understanding Between Office of Violent Sex Offender Management (formerly Council on Sex Offender Treatment) is entered into by and between the following parties: Office of Violent Sex Offender Management ("OVSOM") and the Travis County Sheriff's Department to be effective as of September 1, 2013.

WHEREAS, in June of 2011, the Council on Sex Offender Treatment entered into a Memorandum of Understanding with the Travis County Sheriff's Department for the housing of sex offenders civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841 (the "MOU"), a copy of which is attached hereto and made a part hereof; and,

WHEREAS, the MOU provides that it may be renewed for a period of two years if both parties agree in writing; and,

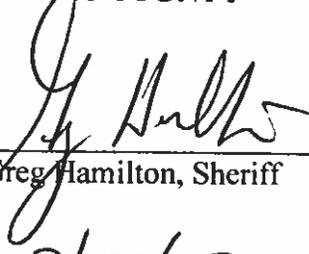
WHEREAS, the parties desire to renew the MOU for a period of two years beginning on September 1, 2013 and continuing through August 31, 2015; and,

WHEREAS, the parties further desire to amend the MOU to reflect that the name of the Council on Sex Offender Treatment ("CSOT") has changed to the Office of Violent Sex Offender Management ("OVSOM").

NOW, THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Travis County Sheriff's Department and the OVSOM agree as follows:

1. The term of the MOU is renewed for a period of two years beginning on September 1, 2013 and continuing through August 31, 2015.
2. All references in the MOU to the "Council on Sex Offender Treatment" are hereby changed to "Office of Violent Sex Offender Management" and references to the "CSOT" are hereby changed to "OVSOM".
3. Except for the changes made by this Amendment and Renewal, all other terms and conditions of the MOU remain unchanged and in full force and effect.

TRAVIS COUNTY



Greg Hamilton, Sheriff

8/30/13

Date

OFFICE OF VIOLENT SEX OFFENDER
MANAGEMENT

Allison Taylor, Director

Date

TRAVIS COUNTY

Samuel T. Biscoe, County Judge

Date: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNCIL ON SEX OFFENDER TREATMENT
AND
TRAVIS COUNTY SHERIFF'S DEPARTMENT**

This Memorandum of Understanding ("MOU") is effective as of September 1, 2011, by and between the Council on Sex Offender Treatment ("CSOT") and the Travis County Sheriff's Department.

WHEREAS, CSOT has entered into this MOU to spot purchase bed space in "community residential facilities" (Halfway Houses and Work Release Programs) for sex offenders who have been civilly committed pursuant to Title 11, Health and Safety Code, Chapter 841.

NOW THEREFORE, in consideration of the premises and terms and conditions hereinafter set forth, the Travis County Sheriff's Department, Austin, Texas and CSOT agree as follows:

1. When the CSOT determines that a person who has been civilly committed pursuant to Chapter 841 of the Health & Safety Code should be housed at the Travis County Correctional Complex and the judge having jurisdiction over the civil commitment case has approved such housing in writing, the Sheriff will accept such person for housing at the Travis County Correctional Complex, subject to the terms and conditions stated herein. All persons housed pursuant to this MOU shall be residents of Travis County unless otherwise agreed by the Travis County Sheriff. No person shall be delivered to the Travis County Correctional Complex for housing pursuant to this MOU without the prior written approval of the Travis County Sheriff or designee.
2. Travis County Correctional Complex shall provide housing, meals, and other usual services to CSOT clients. CSOT clients will be responsible for the costs incurred related to medical or health care treatment provided outside of Travis County Correctional Complex. CSOT and Sheriff/Travis County expressly acknowledge and agree that if a person housed pursuant to this MOU is hospitalized or requires medical care away from the Travis County Correctional Complex for any reason, the person shall no longer be considered housed at the Travis County Correctional Complex pursuant to this MOU, and the Sheriff/Travis County shall have no further responsibility with regard to such person pursuant to this MOU. In the event that Travis County incurs any expenses as a result of hospitalization or medical treatment relating to a person placed in the Travis County Correctional Complex pursuant to this MOU, the CSOT agrees to promptly reimburse Travis County for documented expenses related to said treatment or hospitalization of the person.
3. Sheriff shall have no obligation to provide any services to persons covered by the MOU while they are outside of the Travis County Correctional Complex. CSOT

shall be responsible for the transportation of the client to all related civil commitment proceedings and treatment.

4. CSOT clients shall abide by all rules, regulations, and policies of the Travis County Correctional Complex applicable to all residents therein. If a client engages in unacceptable or illegal behavior, the client will be subject to a 3rd degree felony pursuant to Title 11, Health and Safety Code, Section 841.085.
5. Travis County Correctional Complex shall notify the Case Manager, DPS, or CSOT immediately (verbally or in writing) if a client fails to abide by all the rules, regulations, and policies of the Travis County Correctional Complex. All residential costs incurred by Civil Commitment clients shall be paid by CSOT.
6. Sheriff shall have the right to refuse to accept any person if the Sheriff, in his sole discretion, determines that the person should not be housed at the Travis County Correctional Complex pursuant to this MOU. If Travis County Correctional Complex determines that a client should no longer be housed at the facility, CSOT shall remove the client from the facility as soon as is reasonably possible. Travis County agrees to provide reasonable written notice so CSOT may secure an alternate residential facility and appropriate court order.
7. Travis County shall be responsible for maintaining accurate and complete records and these records shall not be disclosed unless subject to the Open Records Act to any person other than the authorized CSOT staff and Case Management Team. Records shall include but are not limited to the date and time of arrival at the facility and discharge from the facility.
8. CSOT shall be responsible for obtaining and paying for all programs it requires for its clients, other than programs otherwise provided by the Travis County Correctional Complex.
9. CSOT shall bear responsibility for the supervision of persons covered by this MOU while they are outside the Travis County Correctional Complex.
10. Either party may terminate this MOU for any reason by giving the other party thirty (30) days prior written notice of termination as follows:

TRAVIS COUNTY CORRECTIONAL COMPLEX
ATTN: Greg Hamilton, Sheriff
Sheriff of Travis County
P.O. Box 1748
Austin, TX 78767

COUNCIL ON SEX OFFENDER TREATMENT
ATTN: Allison Taylor
Executive Director
1100 W. 49th Street
Austin, TX 78756-3183
Work (512) 834-4530

11. The Council agrees to pay the Travis County Correctional Complex a per diem rate of fifty (\$50.00) dollars per client for housing, food, and any other services

agreed upon by both parties in writing. This MOU may only be modified by a written agreement executed by both parties.

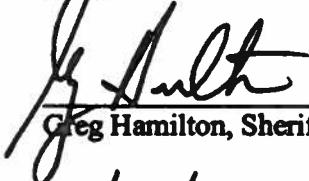
- 12. The facility shall invoice CSOT monthly for services rendered pursuant to this MOU. Invoices shall be submitted to CSOT within twenty (20) days after the last day of the calendar month in which services were rendered. Invoices shall be mailed to the following address:

Texas Department of State Health Services
 Attention: Council on Sex Offender Treatment
 1100 West 49th Street
 Austin, TX 78756-3138

- 13. This MOU may be renewed for a period of two (2) years if both parties agree in writing.
- 14. This MOU, if not terminated by the parties sooner, will terminate on August 31, 2013.

This Memorandum of Understanding is hereby approved as of the date first written above.

TRAVIS COUNTY



 Greg Hamilton, Sheriff

5/25/11

 Date

COUNCIL ON SEX OFFENDER TREATMENT



 Liles Arnold, Chair

6-3-11

 Date

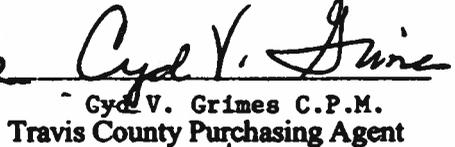
TRAVIS COUNTY



 Sam Biscoe, County Judge

Date: 6-21-11

TRAVIS COUNTY



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

Date: 6/13/11



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013
Prepared By/Phone Number: David Salazar, 854-9555
Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO PROVIDE FUNDS FOR SPECIAL PROSECUTORS IN CASES AGAINST TRAVIS COUNTY DISTRICT ATTORNEY AND TEXAS GOVERNOR AS REQUESTED BY JUDGE ASSIGNED THE CASES. (EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 10, 2013

Prepared By/Phone Number: Sherine E. Thomas, 854-9431

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON WHETHER TO AUTHORIZE THE COUNTY ATTORNEY TO FILE A BRIEF OF AMICI CURIAE, IN RELATION TO APPEAL FROM THE 133RD DISTRICT COURT, HARRIS COUNTY IN *ZACHRY CONSTRUCTION CORPORATION v. PORT OF HOUSTON AUTHORITY OF HARRIS COUNTY, TEXAS*; NO. 12-0772. (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

TRAVIS COUNTY COMMISSIONER COURT

AGENDA REQUEST

Please consider the following item for: Voting Session _____.

I. A. Request made by County Auditor's Office, telephone number 854-9125.

B. Requested text: Receive revenue and expenditure reports, and other statutorily required reports, for the month of July, 2013 from the County Auditor's Office. The reports are submitted electronically as allowed by local government code § 114.023 (a) and prescribed by the County Auditor.

C. Approved by: _____
Signature of Commissioner or Judge.

II. A. Copies of reports emailed to Commissioners on Tuesday, September 03, 2013 .

B. Have the agencies affected by this request been invited to attend the work session?

Yes _____ No__ X__ Please list those contacted and their phone numbers :

III. PERSONNEL:

_____ A change in your department personnel. (Reclassifications, etc.)

IV. BUDGET REQUESTS:

If your request involves any of the following, please check appropriately:

_____ Additional funding for your department.

_____ Transfer of funds within your department budget.

_____ A change in your department's personnel.

The County Human Resource Management Department, and / or the Planning and Budget Office must be notified prior to the submission of this agenda request.

AGENDA REQUEST DEADLINES

All agenda requests and supporting materials must be submitted to the County Judge's Office in writing by 5 p.m. on Tuesdays for the following week's meeting.

**Travis County, Texas
Combined Balance Sheet
Governmental Fund Types
July 31, 2013
(Unaudited)**

	Governmental Fund Types				Proprietary Fund Type
	General	Special Revenue	Debt Service	Capital Projects	Internal Service
Assets:					
Pooled Cash	\$ 271,527,182	\$ 38,235,629	\$ 3,562	\$ 141,203,223	\$ 46,444,481
Investments	-	1,116,811	31,848,774	-	-
Other Receivables/Other Assets	4,703,684	3,237,819	9,467	1,762,391	3,159,680
Taxes Receivable	3,978,611	-	1,392,464	-	-
Prepaid Items	205,000	-	-	-	271,178
Capital Assets	-	-	-	-	372,909
Total Assets	<u>\$ 280,414,477</u>	<u>\$ 42,590,259</u>	<u>\$ 33,254,267</u>	<u>\$ 142,965,614</u>	<u>\$ 50,248,248</u>
Liabilities:					
Accounts Payable	2,190,614	1,329,382	-	1,878,623	594,394
Other Liabilities	25,834,435	2,657,247	1,226,069	1,914,940	22,482,823
Deferred Revenue	4,854,168	5,755,964	1,392,464	6,588,575	-
Total Liabilities	<u>32,879,217</u>	<u>9,742,593</u>	<u>2,618,533</u>	<u>10,382,138</u>	<u>23,077,217</u>
Equity:					
Fund Balance / Retained Earnings	<u>247,535,260</u>	<u>32,847,666</u>	<u>30,635,734</u>	<u>132,583,476</u>	<u>27,171,031</u>
Total Liabilities and Fund Equity	<u>\$ 280,414,477</u>	<u>\$ 42,590,259</u>	<u>\$ 33,254,267</u>	<u>\$ 142,965,614</u>	<u>\$ 50,248,248</u>

**FY 2013 Budgeted Funds
Budget to Actual
July 31, 2013
(Unaudited)**

	Full Yr Budget	YTD Actual	Balance	*Non-Budgeted YTD Actual
General Fund				
Revenues	\$ 477,775,707	\$ 474,959,112	\$ 2,816,595	\$ -
Expenditures and encumbrances	535,619,014	409,778,989	125,840,025	-
Special Revenue				
Revenues	36,433,569	33,999,164	2,434,405	34,188,709
Expenditures and encumbrances	44,584,821	35,316,342	9,268,479	36,570,929
Debt Service				
Revenues	78,942,811	81,164,481	(2,221,670)	1,637,514
Expenditures and encumbrances	80,890,040	66,731,163	14,158,877	392,207
Capital Projects				
Revenues	1,372,713	1,364,059	8,654	1,863,848
Expenditures and encumbrances	149,700,631	67,903,223	81,797,408	13,885,798
Internal Service				
Revenues	61,274,946	44,135,579	17,139,367	-
Expenses	64,149,135	49,534,566	14,614,569	-

**Cash Receipts and Disbursements Statement
For the Month of July 2013**

	Beginning Balance	Receipts	Disbursements	Ending Balance
General Fund	\$ 296,062,204	\$ 49,500,051	\$ 74,035,073	\$ 271,527,182
Special Revenue Funds	40,056,967	9,993,967	11,815,305	38,235,629
Debt Service Funds	9,231	2,585,872	2,591,541	3,562
Capital Project Funds	143,959,512	1,205,667	3,961,956	141,203,223
Internal Service Funds	46,766,545	5,058,885	5,380,949	46,444,481
	\$ 526,854,459	\$ 68,344,442	\$ 97,784,824	\$ 497,414,077

**Statement of Interfund Transfers
For The Ten Months Ended July 31, 2013
(Unaudited)**

FROM	TO	\$	
Abandoned Vehicle Fund	General Fund	3,158	
CAPSO	General Fund	10,553	
County Clerk Archival Fund	General Fund	7,702	
General Fund	Balcones Canyonland-TNR	10,927,333	
General Fund	Courthouse Security	2,526,548	
General Fund	Dispute Resolution Ctr	41,665	
General Fund	JJAEP(Juvenile Court)	189,313	
General Fund	Professional Prosecutors	62,500	
General Fund	Truancy Court	144,151	
Road & Bridge Fund	General Fund	750,091	
Debt Service - Tax Exempt	Debt Service - Taxable	972,990	
Capital Project Funds	Debt Service - Taxable	118,441	
Capital Project Funds	Debt Service - Tax Exempt	1,500,763	
Self Insurance Fund	General Fund	25,000	
Travis County Corporations	General Fund	164,609	
Outstanding Bond Indebtedness	\$ 647,309,735		
Interest Rate Range	0.35% to 5.875%		

Note: Financial Statements include blended component units.
* Includes Grants and funds in which budgetary control is outside the scope of the Commissioners' Court.

**Nicki Riley, CPA
Travis County Auditor**