Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Christy Moffett, MSSW 854-3460
Elected/Appointed Official/Dept. Head:
Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Approve proclamation acknowledging the 40th anniversary of the Community Development Block Grant program on August 22, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On August 22, 1974, President Gerald R. Ford signed a law creating one of HUD's hallmark programs – the *Community Development Block Grant (CDBG) Program*. Title I of the Housing and Community Act of 1974 merged seven individual competitive grant programs into a block grant providing local communities the flexibility to decide for themselves how best to meet their own community development needs.

For the next 40 years, thousands of cities, urban counties and rural communities have come to rely upon this critical resource, investing $144 billion to undertake a wide variety of activities from improving public facilities to producing affordable housing. Each year, CDBG funds are distributed to state and local governments according to their population, poverty, and other housing variables.

CDBG's impact can be measured in every corner of the U.S. and in the lives of millions of Americans, 95% of whom are low- to moderate-income citizens. Last year alone, the program allowed state and local governments to help nearly 28,000 individuals to find permanent employment or to keep the full-time jobs they have. CDBG also supported the rehabilitation of nearly 95,000 homes and financed public improvement projects that benefitted an estimated 3.3 million residents in communities from coast to coast.

Travis County has been a CDBG entitlement since 2006 and has received millions of dollars in CDBG funds and all projects have benefitted low to moderate income people in the CDBG service area. The CDBG service area includes the unincorporated areas of the county and the Village of Webberville.

To learn more the CDBG Program's Accomplishments over the last 40 years, please visit:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/comm_planning/communitydevelopment/CDBG_Turns_40

STAFF RECOMMENDATIONS:
Staff recommends approval of the proclamation.

ISSUES AND OPPORTUNITIES:
In addition to all of the projects completed each year, CDBG also has a robust planning program which includes fair housing and community engagement to identify needs and gaps in services.

The CDBG program has been able to provide a spotlight to the challenges of living outside the urban core and continues to advocate on bhalf of residents seeking equal access to services and programs in the outlying areas of the county.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

REQUIRED AUTHORIZATIONS:
None
Cc:
Mary Etta Gerhardt, County Attorney
Laura Sovine, HHS
Lee Turner, TNR
Aerin Pfarffengartner, PBO
Leroy Nellis, PBO
DeDe Bell, Auditor's Office
Cyd Grimes, Purchasing Office
Kelly Weiss, AHFH
Jim Lehrman, HHS
Steve Manilla, TNR
Charles Berg, TNR
Michelle Gable, Auditors Office
Nicki Riley, Auditor's Office
Janice Cohoon, Auditor's Office
Jason Walker, Purchasing Office
Dan Pruett, MOWAM

CELEBRATING 40 YEARS OF THE COMMUNITY DEVELOPMENT BLOCK GRANT

COUNTY OF TRAVIS, TEXAS

PROCLAMATION

WHEREAS, On August 22nd, 1974, President Gerald R. ford signed a law creating one of HUD's hallmark programs – the Community Development Block Grant (CDBG) program.; and

WHEREAS, Title I of the Housing and Community Act of 1974 merged seven individual competitive grant programs into a block grant providing local communities the flexibility to decide for themselves how best to meet their own community development needs; and

WHEREAS, For the next 40 years, thousands of cities, urban counties and rural communities have come to rely upon this critical resource, investing $144 billion to undertake a wide variety of activities from improving public facilities to producing affordable housing; and

WHEREAS, In 2006, Travis County became a CDBG entitlement community and has received over $6.87 million from HUD; and

WHEREAS, As of August 2014, Travis County has spent over $5.6 million in CDBG funds benefitting low to moderate income people in the unincorporated areas of the County and the Village of Webberville ; and

WHEREAS, The CDBG Program has repaired 42 homes in partnership with Meals on Wheels and More; and

WHEREAS, The CDBG Program has purchased 31 lots for affordable single family home ownership and completed 17 of those homes so far, in partnership with Austin Habitat for Humanity; and

WHEREAS, The CDBG Program has improved substandard roads, provided homes access to a permanent water source and repaired a park after flood damage benefitting 10,124 people in partnership with Travis County Transportation and Natural Resources Department ; and

WHEREAS, The CDBG Program has expanded social work services to provide better access to people isolated by geography to 1,484 people in partnership with the TCHHS/VS Family Support Services Division; and

NOW, THEREFORE, BE IT PROCLAIMED BY THE TRAVIS COUNTY COMMISSIONERS COURT TO OBSERVE AUGUST 22, 2014 AS

"The 40th ANNIVERSARY of the COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM"

SIGNED AND ENTERED THIS 19th DAY OF AUGUST, 2014.

_____
SAMUEL T. BISCOE
COUNTY JUDGE

_____
RON DAVIS
COMMISSIONER, PRECINCT 1

_____
BRUCE TODD
COMMISSIONER, PRECINCT 2

_____
GERALD DAUGHTERY
COMMISSIONER, PRECINCT 3

_____
MARGARET J. GOMEZ
COMMISSIONER, PRECINCT 4

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Roger Jefferies, (512) 854-4759
Elected/Appointed Official/Dept. Head: Roger Jefferies, County Executive, Justice and Public Safety Division
Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:
APPROVE RESOLUTON RECOGNIZING JERI HOUCHINS ON HER RETIREMENT FROM THE AUSTIN/TRAVIS COUNTY REENTRY ROUNDTABLE.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Please see attached resolution.

STAFF RECOMMENDATIONS:
Justice and Public Safety Division, Criminal Justice Planning Department recommends approval of the proposed resolution.

ISSUES AND OPPORTUNITIES:
This proclamation is to recognize Jeri Houchins, Administrative Director of the Austin/Travis County Reentry Roundtable, who is retiring after seven years of service in that capacity. It also recognizes her service to our community and to those returning to Travis County from incarceration.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A

REQUIRED AUTHORIZATIONS:
N/A

WHEREAS, Jeri Houchins has served as the Administrative Director of the Austin/Travis County Reentry Roundtable since December 2007,

WHEREAS, Jeri Houchins has tirelessly worked to ensure the safe and successful reentry and reintegration of persons returning to Travis County from incarceration,

WHEREAS, Jeri Houchins is retiring after seven years of dedicated service to the Austin/Travis County Reentry Roundtable and a career spanning five decades during which she worked to improve conditions for vulnerable populations,

WHEREAS, Jeri Houchins will also be missed for her sunny smile and good will to all she encounters,

WHEREAS, her commitment, dedication, and good works should be recognized,

NOW, THEREFORE BE IT RESOLVED that the Travis County Commissioners Court of the State of Texas recognizes the contributions of Jeri Houchins to the residents, officials and employees of Travis County and wishes her success as she embarks on this next phase of her life.

SIGNED AND ENTERED THIS 19TH DAY OF AUGUST 2014.

_____
Samuel T. Biscoe
County Judge

_____
Ron Davis
Commissioner Precinct 1

_____
Bruce Todd
Commissioner Precinct 2

_____
Gerald Daugherty
Commissioner Precinct 3

_____
Margaret J. Gomez
Commissioner, Precinct 4

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
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 Post Road Facility Elevator Refurbishment, IFB No. B1406-011-JT, to the low bidder, Ascensor, LLC.

- **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 refurbishment of one hydraulic, two-stop elevator at the Post Road Facility located at 2201 Post Road in Austin, Texas.

  IFB No. B1406-011-JT was issued on July 2, 2014, to solicit bids for the project referenced above. After a total of twenty-four (24) vendors were solicited, two (2) bids were received in response to the solicitation when subject IFB opened on July 23, 2014, at 2:00 p.m.

  Facilities Management recommends that a contract be awarded to the apparent low bidder, Ascensor, LLC, in the amount of $59,977.00. FMD has determined that the price is fair and reasonable.

  There is no HUB subcontractor participation anticipated due to the fact that the Contractor will be self-performing all work required for the project. As a matter of interest to the Court, the Contractor being recommended for award is a Certified Historically Underutilized Businesses (HUB).

- **Contract-Related Information:**

  Award Amount: $59,977.00
  Contract Type: Construction
  Contract Period: 120 Calendar Days after NTP issuance

- **Solicitation-Related Information:**

  Solicitations Sent: 24 Responses Received: 2

  HUB Information: 1 % HUB Subcontractor: 0%

- **Funding Information:**

  ☒ Funds Reservation Document in SAP: 300001190

  ☒ Cost Center-G/L no'(s): 1140110000-522020

  ☐ Comments:

Created 08-14-14 at 4:18 pm

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

~~Austin~~ Jorge
8.5.14

MEMORANDUM

FMD Project: POST-14-13C-4M
FILE: 703

TO: Cyd V. Grimes, CPM, CPPO, Purchasing Agent

FROM: Roger A. El Khoury, M.S., P.E., Director John F Carr for Roger El Khoury

DATE: August 1, 2014

SUBJECT: Post Road Facility Elevator Refurbishment
IFB No. B1406-011-JT Award Recommendation

Facilities Management Department (FMD) recommends award of the Post Road Facility Elevator Refurbishment in the amount of $59,977.00 to the apparent low bidder, Ascensor, LLC.

FMD has reviewed the bid tabulation and determined that the responsive low bid is fair and reasonable. FMD is recommending award of the bid. The construction schedule is 120 calendar days after issuance of notice to proceed. The project funds are in cost center - 1140110000, G/L account – 522020 and encumbered under funds reservation number 300001190.

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 August 19, 2014. If approved, please issue a fully executed contract to Ascensor, LLC. Please direct any questions on this request to AJ Jalifi at 44788.

ATTACHMENT:
Bid Tabulation Form

COPY TO:
Leroy Nellis, Acting County Executive, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant, TCPO

RECEIVED
TRAVIS COUNTY
2014 AUG -4 PM 3:15
PURCHASING OFFICE

TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM

Created 08-14-14 at 4:18 pm

BID NO.: B1406-011-JT
DESCRIPTION: Post Road Elevator Refurbishment
DEPARTMENT: Travis County Facilities Management Department
CONTACT/NO.: AJ Jalifi/512-854-4788

BID DATE: July 23, 2014
OPEN TIME: 2:00 p.m. CST
BIDS EXPIRE: October 21, 2014

BIDS SOLICITED: 24
BIDS RECEIVED: 2
HUBS SOLICITED: 5
HUBS RECEIVED: 1

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	Ascensor LLC	$59,977.00	X	X	X	X	X	Yes	0.0%
2	Tejas Elevator	$63,500.00	X	X	X	X	X	No	0.0%
3									
4									
5									
6									
7									
8									
9									
10									

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
	JORGE TALAVERA	7/23/14

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400002162, IFB NO. B1406-011-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 **Ascensor, LLC** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Post Road Elevator Refurbishment** (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 **Post Road Elevator Refurbishment, Travis County Texas, IFB No. B1406-011-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 **Post Road Elevator Refurbishment, Travis County Texas, IFB No. B1406-011-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 **120 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 **$250 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 $59,977.00 (the "Contract Sum"). The Contract Sum is comprised of (i) $53,938.00 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) $6,039.00 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:_____

APPROVED AS TO FORM BY:

_____
County Attorney

FUNDS VERIFIED BY:

_____
County Auditor

APPROVED BY PURCHASING AGENT:

_____
County Purchasing Agent

ASCENSOR, LLC

By: Shawn Powers

Name: SHAWN POWERS

Title: MANAGING MEMBER

Date: AUGUST 5, 2014

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Jesus Angel Gómez/854-1187; Marvin Brice, CPPB/854-9765
Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Samuel T. Biscoe

Agenda Language: Approve contract award for Heman Marion Sweatt Travis County Courthouse Elevator Refurbishment/Upgrade, IFB No. 1406-005-AG, to the low bidder, Tejas Elevator Co.

- **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 labor, equipment, materials and supervision necessary for the refurbishment and upgrade of two independent passenger traction elevators and replacement of existing internal elevator's equipment and hoistway located at the Heman Marion Sweatt Travis County Courthouse, 1000 Guadalupe Street, Austin, Texas.

  IFB 1406-005-AG was issued on July 2, 2014. A total of twenty-five (25) vendors were solicited, using Travis County's third party e-procurement system, BidSync, one (1) bid was received electronically in response to the solicitaton when subject IFB opened on July 23, 2014, at 3:00 p.m. The sole bidder was Tejas Elevator Co., with a Base Bid of $321,000.00. Potential bidders were contacted prior to the closing of the IFB to remind them of the solicitation. Ten randomly selected bidders were contacted in an effort to determine why they did not submit a bid. The primary reasons stated were: 1) their current workload did not allow for an additional project 2) the lack of qualified staff limited their ability to pursue additional work.

  As a matter of interest to the Court, the reason there is zero HUB participation is that the Contractor will be self-performing the work so there is zero HUB subcontracting opportunites available by this firm.

The Facilities Management Department (FMD) recommends that a contract be awarded to Tejas Elevator Co., in the amount of $321,000.00. FMD has determined that the price is fair and reasonable. Purchasing concurs with FMD's contract award recommendation.

- **Contract-Related Information:**

  Award Amount: $321,000.00
  Contract Type: Construction
  Contract Period: 210 Calendar Days after NTP issuance

- **Solicitation-Related Information:**

Solicitations Sent:	25	Responses Received:	1
HUB Information:	6	% 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: 300001098
☒ Cost Center-G/L No'(s): 1148020001-520040, Fund 0001
☐ Comments:

Created 08-14-14 at 4:18 pm

FACILITIES MANAGEMENT DEPARTMENT

Roger A. El Khoury, M.S., P.E., Director

1010 Lavaca Street, Suite 400 • P.O. Box 1748, Austin, Texas 78767 • Phone: (512) 854-9661 • Fax: (512) 854-9226

MEMORANDUM

FMD Project: TCCH-86-14R-3M
FILE: 703

TO: Cyd V. Grimes, CPM, CPPO, Purchasing Agent

FROM: Roger A. El Khoury, M.S., P.E., Director John F Carr for Roger El Khoury

DATE: August 1, 2014

SUBJECT: Heman Marion Sweatt Travis County Courthouse (TCCH) Elevator Refurbishment IFB No. B1406-005-AG Award Recommendation

Facilities Management Department (FMD) recommends award of the Heman Marion Sweatt Travis County Courthouse (TCCH) Elevator Refurbishment in the amount of $321,000.00 to the apparent low bidder, Tejas Elevator.

FMD has reviewed the bid tabulation and determined that the responsive low bid is fair and reasonable. FMD is recommending award of the bid. The construction schedule is 180 calendar days after issuance of notice to proceed. The project funds are in cost center - 1148020001, G/L account – 520040 and encumbered under funds reservation number 300001098.

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 August 19, 2014. If approved, please issue a fully executed contract to Tejas Elevator. Please direct any questions on this request to AJ Jalifi at 44788.

ATTACHMENT:
Bid Tabulation Form

COPY TO:
Leroy Nellis, Acting County Executive, PBO
John Carr, Administrative Director, FMD
Amy Draper, CPA, Financial Manager, FMD
Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Jesus Angel Gomez, Purchasing Agent Assistant, TCPO

RECEIVED
TRAVIS COUNTY
2014 AUG -1 PM 4:14
PURCHASING
OFFICE

TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACTS
BID TABULATION FORM

Created 08-14-14 at 4:18 pm

BID NO.:	B1406-005-AG	BID DATE:	July 23, 2014	BIDS SOLICITED: (Via Bidsync)	2101
DESCRIPTION:	Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade	OPEN TIME:	3:00 P.M.	VENDORS VIEWED: (Via Bidsync)	25
DEPARTMENT:	Facilities Management Department (FMD)	BIDS EXPIRE:	October 21, 2014	BIDS RECEIVED:	1
CONTACT/NO.:	Jesus Angel Gomez / 854-1187			HUBS SOLICITED:	4
				HUBS RECEIVED:	0

	Bidder's Name	Base Bid	Bond	Add.	Eth.	Cert. Sec.	Safety	HUB Information	
								HUB	%
1	TEJAS ELEVATOR (BIDSYNC)	$321,000.00	X	X	X	X	X	No	0%
2	LAST ENTRY								
3									
4									
5									
6									
7									
8									
9									
10									

NOTES: * Hard copy bid submitted. All others used Bydsinc.

Reviewed and Acknowledged By:

SIGNATURE	PRINT NAME	DATE
Digitally signed by angel.gomez@co.travis.tx.us DN: cn=angel.gomez@co.travis.tx.us Date: 2014.07.24 10:09:05 -05'00'	JESUS ANGEL GOMEZ	7/24/2014

Bid Tabulation Packet
for
Solicitation B1406-005-AG

Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade

Bid designation: Public

Travis County

Created 08-14-14 at 4:18 pm

Bid #B1406-005-AG - Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade

Creation Date	**Jun 13, 2014**	End Date	**Jul 23, 2014 3:00:00 PM CDT**
Start Date	**Jul 2, 2014 9:46:21 AM CDT**	Awarded Date	**Not Yet Awarded**

B1406-005-AG--01-01 Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade

Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
Tejas Elevator	First Offer - $321,000.00	1 / lump sum	$321,000.00	Y	Y

Product Code:
Unit Amount Text: Three Hundred Twenty One Thousand Dollars
Total Amount Text: Three Hundred Twenty One Thousand Dollars
Agency Notes:

Supplier Product Code:
Supplier Notes:

Supplier Totals

Tejas Elevator **$321,000.00**

Bid Contact **Courtney Niemtschk**
courtney@tejaselevator.com
Ph 512-280-9294

Address **4424 BRANDT RD STE D**
AUSTIN, TX 78744

Agency Notes:

Supplier Notes:

**

SureTec

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Tejas Elevator Company as principal, hereinafter called the "Principal," and **SURETEC INSURANCE COMPANY**, 9737 Great Hills Trail, Suite 320, Austin, Tx 78759, as surety, hereinafter called the "Surety," are held and firmly bound unto Travis County, 700 Lavaca St, Ste 800, Austin, Texas 78701 as obligee, hereinafter called the Obligee, in the sum of Five Percent of Greatest Amount of Bid Percent (5%) of the Amount Bid by Principal for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for Herman Marion Sweatt Courthouse.

NOW, THEREFORE, if the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing or, in the event of the failure of the Principal to enter into such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, sealed and dated this 23rd day of July, 2014.

Tejas Elevator Company
(Principal)

BY: _____

TITLE: _____

SureTec Insurance Company

BY: Sophinie Hunter
Sophinie Hunter, Attorney-in-Fact

POA #: 4221049

SureTec Insurance Company
LIMITED POWER OF ATTORNEY

Know All Men by These Presents, That SURETEC INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Texas, and having its principal office in Houston, Harris County, Texas, does by these presents make, constitute and appoint

Clinton Norris, David C. Oxford, Peggy G. Hogan,
Sherrel M. Breazeale, Sophinie Hunter, Stephen J. Rickenbacher, Steven Lott

its true and lawful Attorney-in-fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include waivers to the conditions of contracts and consents of surety for:

Five Million and 00/100 Dollars ($5,000,000.00)

and to bind the Company thereby as fully and to the same extent as if such bond were signed by the President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney-in-Fact may do in the premises. Said appointment shall continue in force until 12/31/2016 and is made under and by authority of the following resolutions of the Board of Directors of the SureTec Insurance Company:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and of behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached. *(Adopted at a meeting held on 20th of April, 1999.)*

In Witness Whereof, SURETEC INSURANCE COMPANY has caused these presents to be signed by its President, and its corporate seal to be hereto affixed this 21st day of March, A.D. 2013.

SURETEC INSURANCE COMPANY

By: _____
John Knox Jr., President

State of Texas ss:
County of Harris

On this 21st day of March, A.D. 2013 before me personally came John Knox Jr., to me known, who, being by me duly sworn, did depose and say, that he resides in Houston, Texas, that he is President of SURETEC INSURANCE COMPANY, the company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Company; and that he signed his name thereto by like order.

JACQUELYN MALDONADO
Notary Public
State of Texas
My Comm. Exp. 5/18/2017

Jacquelyn Maldonado, Notary Public
My commission expires May 18, 2017

I, M. Brent Beaty, Assistant Secretary of SURETEC INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect; and furthermore, the resolutions of the Board of Directors, set out in the Power of Attorney are in full force and effect.

Given under my hand and the seal of said Company at Houston, Texas this 23rd day of July, 2014, A.D.

M. Brent Beaty, Assistant Secretary

Any instrument issued in excess of the penalty stated above is totally void and without any validity.
For verification of the authority of this power you may call (713) 812-0800 any business day between 8:00 am and 5:00 pm CST.

SureTec Insurance Company

THIS BOND RIDER CONTAINS IMPORTANT COVERAGE INFORMATION

Statutory Complaint Notice

To obtain information or make a complaint: You may call the Surety's toll free telephone number for information or to make a complaint at: 1-866-732-0099. You may also write to the Surety at:

SureTec Insurance Company
9737 Great Hills Trail, Suite 320
Austin, Tx 78759

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write the Texas Department of Insurance at
PO Box 149104
Austin, TX 78714-9104
Fax#: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Terrorism Risks Exclusion

The Bond to which this Rider is attached does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war.

Exclusion of Liability for Mold, Mycotoxins, Fungi & Environmental Hazards

The Bond to which this Rider is attached does not provide coverage for, and the surety thereon shall not be liable for, molds, living or dead fungi, bacteria, allergens, histamines, spores, hyphae, or mycotoxins, or their related products or parts, nor for any environmental hazards, bio-hazards, hazardous materials, environmental spills, contamination, or cleanup, nor the remediation thereof, nor the consequences to persons, property, or the performance of the bonded obligations, of the occurrence, existence, or appearance thereof.

Rev 1.1.06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-Owned Business ***subcontracting goals*** shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

COMMODITIES	**Overall MBE Goal:** 3.5%	**Sub-goals:** 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	**Overall WBE Goal:** 6.2%
X CONSTRUCTION	**Overall MBE Goal:** 13.7%	**Sub-goals:** 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	**Overall WBE Goal:** 13.8%
SERVICES	**Overall MBE Goal:** 14.1%	**Sub-goals:** 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	**Overall WBE Goal:** 15.0%
PROFESSIONAL SERVICES	**Overall MBE Goal:** 15.8%	**Sub-goals:** 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	**Overall WBE Goal:** 15.8%

Section 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: **Tejas Elevator Company**		State of Texas VID#: **74-2577652**	
Address: **4424 D Brandt Road**	City: **Austin**	State: **Texas**	Zip Code: **78744**
Contact: **Courtney Niemtschk**	Phone No.: **512-280-9294**	Fax No.: **512-280-2224**	E-mail: **courtney@tejselevator.com**
Project Name: **Herman Marion Sweatt Courthouse**	Total Bid Amount: **321,000**	Solicitation #: B1406-005-AG	
Is your company a certified HUB? ☐ Yes ☑ No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

Definitions:

HUB – Historically Underutilized Business ▪ M/WBE – Minority/Women-Owned Business Enterprise ▪ DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned Business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

**Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional* services associated with the projects.

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBs: **0**

Total MBE Dollars:	Total MBE Percentage:	Total WBE Dollars:	Total WBE Percentage:

Check the box that applies to the Bidder:

☑ We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)

☐ We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

☐ We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)

Created 08-14-14 at 4:18 pm

SECTION 3 DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.

Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.

Sub Company Name:		State of Texas VID#	
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:	Description of Work:	
Is your company a certified HUB? ☐ Yes ☐ No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? ☐ Yes ☐ No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? ☐ Yes ☐ No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)
Sub Company Name:		State of Texas VID#	
Address:	City:	Address:	City:
Contact:	Phone No.:	Contact:	Phone No.:
Subcontract Amount:	Percentage:	Subcontract Amount:	
Is your company a certified HUB? ☐ Yes ☐ No	Indicate Gender & Ethnicity:		
Certifying Agency (Check all applicable):	☐ State of Texas (HUB)	☐ City of Austin (M/WBE)	☐ Texas Unified Certification Program (TUCP) (DBE)

SECTION 4 DISCLOSURE OF NON-HUB SUBCONTRACTORS (Duplicate as necessary)

Travis County exercises the right to verify subcontractors listed on this project.

Created 08-14-14 at 4:18 pm

Sub Company Name:			State of Texas VID#:
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:		Description of Work:
Sub Company Name:			State of Texas VID#:
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:		Description of Work:
Sub Company Name:			State of Texas VID#:
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:		Description of Work:
Sub Company Name:			State of Texas VID#:
Address:	City:	State:	Zip Code:
Contact:	Phone No.:	Fax No.:	E-mail:
Subcontract Amount:	Percentage:		Description of Work:

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the set goals for this project, select the box by the response(s) that best fits your situation.

- ☐ All subs to be utilized are "Non-HUBs."
- ☐ HUBs solicited did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

☐ Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.

☐ Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation?
The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notification should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor; and a point of contact within the Bidders organization.)

☐ If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued?
If yes, provide a copy of the rejection letter.

☐ Provide notices of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants? If yes, attach correspondence.

☑ Bidder has (0) zero HUB participation. Provide an explanation **Tejas Elevator will self perform the entire contract.**

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcatx.com

Created 08-14-14 at 4:18 pm

Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com

CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES	CERTIFYING AGENCIES VENDOR DATABASE WEBSITES	
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html	CMBL includes certified HUBs.
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business	Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business	TUCP DBE Directory

SECTION 8 AFFIRMATION

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to sub-contractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Sub-contracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: **Courtney Niemtschk, Sales Manager**	Date: **07/23/2014**
E-mail Address:**courtney@tejaselevator.com**	Signature: **Courtney Niemtschk**
Provide contact information for the individual in your office who will handle invoicing for this project:	
Name and Title: **Kathi Denison**	E-mail Address: **kathi@tejaselevator.com**
Phone No.:**512-280-9294**	Fax No.: **512-280-2224**

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

Supplier: **Tejas Elevator**

CERTIFICATE OF SECRETARY
(Required for bidders which are corporations)

I CERTIFY that:

I am the duly qualified and acting Secretary of **Tejas Elevator Company**
[Name of Corporation],

a duly organized and existing corporation of the State **Texas**
[Name of State]

The following is a true copy of a Resolution duly adopted by the Board of Directors of such corporation in a meeting legally held on the **23** day of **July**, 20**14**, and entered in the minutes of such meeting in the minute book of the Corporation.

RESOLVED, that this corporation enter and that **Courtney Niemtschk**,
[Insert Name of Person Executing Bid Form]
the **Sales Manager.** of this corporation, is authorized and directed to
[Position with Corporation]
execute on behalf of and as the act of this corporation the Bid Form for the Travis County Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade together with all associated documents and, should this corporation be the successful bidder for that project, to execute on behalf of and as the act of the corporation all necessary documents to effect a written contract between this corporation and Travis County, Texas for the Construction of the Travis County Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade. The Secretary is directed to attach a copy of the Bidding Documents to the minutes of this meeting and to make them a part of the corporate records.

The above Resolution is in conformity with the Articles of Incorporation and the Bylaws of the Corporation has never been modified or repealed and is now in full force and effect.

Date **07/23/2014**

Secretary **Gary Nelson**

President **Ron Niemtschk**

Created 08-14-14 at 4:18 pm

Funds Reservation 300001098

General Data

Document type	FC	Document type	030
Company code	1000	Document date	03/13/2014
FM area	1000	Posting date	03/13/2014
Controlling area	1000	Currency	USD/ 1.00000

Statistics

Entered by	DRAPERA	Created on	03/13/2014
Last changed by	ROMEROJ1	Last changed	07/31/2014

More Data

Text	Refurbish two elevators at HMS Courthouse
Reference	HMSTCCH ELEVATRS
Overall Amount	321,000.00 USD

Document item 001

Text	Refurbish two elevators at HMS Courthouse		
Commitment item	520040	Funds center	1148020001
Fund	0001	G/L account	520040
Cost center	1148020001	Due on	
Vendor		Customer	
Amount	321,000.00 USD		

COPY

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 4400001974 IFB NO. B1406-005-AG

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 **Tejas Elevator Co.** (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade** (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 **Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade, Travis County Texas, IFB No. B1406-005-AG**; 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 **Heman Marion Sweatt Travis County Courthouse - Elevator Refurbishment/Upgrade, Travis County Texas, IFB No. B1406-005-AG**, 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 **210 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 **$450 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.

COPY

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 **$321,000.00** (the "Contract Sum"). The Contract Sum is comprised of (i) **$ 240,750.00** 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) **$ 80,250.00** 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.

COPY

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:_____

APPROVED AS TO FORM BY:

_____
County Attorney

FUNDS VERIFIED BY:

_____
County Auditor

APPROVED BY PURCHASING AGENT:

_____
County Purchasing Agent

Tejas Elevator Co.

By: Wes Boldt

Name: WesBoldt

Title: General Manager

Date: 8-7-2014

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: L. Perry; M. Brice, CPPB, 512-854-9700
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Circle Drive Realignment Improvements Project, IFB No. B1405-002-LP, to the lowest bidder, Smith Contracting Services, 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.
- The Circle Drive Realignment Improvements Project is a safety project consisting of realignment of Spring Valley Road to match Circle Drive at US 290. It includes adding paved shoulders, acquisition of additional right-of-way and construction of right-turn lane.
- On June 17, 2014, three (3) bids were received for the Subject Project, in which the bids ranged from $407,828.82 to $489,379.00.
- As a result, TNR and Purchasing recommends awarding a contract to the lowest responsive bidder, Smith Contracting Services, Inc., in the amount of $407,828.82.
- **Contract Expenditures:** Within the last N/A months $0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
  Award Amount: $407,828.82
  Contract Type: Construction
  Contract Period: Through Completion
- **Contract Modification Information: N/A**
  Modification Amount:
  Modification Type:
  Modification Period:

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

➢ Solicitation-Related Information:

Solicitations Sent: 40 Responses Received: 3

HUB Information: Vendor is not a HUB % HUB Subcontractor: 9.8%

➢ Special Contract Considerations:

☐ Award has been protested; interested parties have been notified.

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

☐ Comments: N/A

➢ Funding Information:

☒ Shopping Cart/Funds Reservation in SAP: 0300001105

☐ Funding Account(s): Fund No: 4058 Fund Center: 1490190000
GL No: 522040

☐ Comments: N/A

Contract No. 4400002053

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract")) is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and **SMITH CONTRACTING COMPANY, INC.** (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of **CIRCLE DRIVE REALIGNMENT IMPROVEMENTS PROJECT** in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans **CIRCLE DRIVE REALIGNMENT IMPROVEMENTS PROJECT (B1403-007-LP)**, all of which are incorporated herein;

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked **(B1405-002-LP).**

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of **CIRCLE DRIVE REALIGNMENT IMPROVEMENTS PROJECT** in Travis County, Texas in accordance with the provisions of the aforementioned Contractor's Notice of Construction, the Bid Proposal as awarded by the Commissioners Court, and the Specifications and Plans marked **(B1405-002-LP)** to the satisfaction of the Executive Manager of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked **(B1405-002-LP)** represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the project within **120 calendar days**, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract sum of **$407,828.82.** The Contract Sum is comprised of **$163,131.53** for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and **$244,697.29** for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

DRAFT

Contract No. 4400002053

This contract will be construed according to the laws of the State of Texas. The performance for this Contract must be in Travis County, and venue for any action will lie in Travis County, Texas. The Contractor warrants that the completed project must be adequate for the purposes intended.

Notwithstanding anything to the contrary herein, if Contractor is delinquent in payment of taxes at the time of invoicing, Contractor hereby assigns any payments to be made for service rendered under this Contract to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESSED OR IMPLIED, TO AMEND THIS CONTRACT, EXCEPT SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT OF THE COUNTY.

The forfeiture provisions of the contract imposed pursuant to the Travis County Ethics Policy may be waived in whole or in part by the Travis County Commissioners Court.

EXECUTED THIS _____ DAY OF _____, YEAR_____.

TRAVIS COUNTY, TEXAS	SMITH CONTRACTING COMPANY, INC.
BY:_____	BY:_____
TRAVIS COUNTY JUDGE	
APPROVED AS TO FORM:	APPROVED:
_____	_____
TRAVIS COUNTY ATTORNEY	COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

_____

COUNTY AUDITOR, TRAVIS COUNTY

DRAFT

Smith

Created 08-14-14 at 4:18 pm

ORIGINAL

DRAFT

CIRCLE DRIVE AT US290 INTERSECTION IMPROVEMENTS, IFB NUMBER: B1405-002-LP (REVISED)

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: http://www.dot.state.tx.us/business/specifications.htm.

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm.
S.P. = Special Provision to the Standard Specification. S.S. = Special Specificati

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	100/2002	002		PREPARING ROW	STA	8.75	$3,000.00	$26,250.00
2	105/2011			REMOVING STAB BASE AND ASPH PAV (2"- 6")	SY	67	$25.00	$1,675.00
3	105/2020			REMOVING STAB BASE AND ASPH PAV (12")	SY	203	$30.00	$6,090.00
4	106/2002			OBLITERATING ABANDONED ROAD	SY	822	$3.00	$2,466.00
5	110/2001			EXCAVATION (ROADWAY)	CY	660	$50.00	$33,000.00
6	132/2003			EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	318	$50.00	$15,900.00
7	160/2003			FURNISHING AND PLACING TOPSOIL (4")	SY	8,786	$3.00	$26,358.00
8	164/2023	004		CELL FBR MLCH SEED (PERM)(RURAL) (CLAY)	SY	8,786	$1.50	$13,179.00
9	168/2001			VEGETATIVE WATERING * SUBSIDARY TO ITEM 164	MG	175		
10	169/2001	002		SOIL RETENTION BLANKETS (CL. 1) (TY A)	SY	916	$3.00	$2,748.00
11	169/2005	002		SOIL RETENTION BLANKETS (CL. 2) (TY E)	SY	141	$10.00	$1,410.00
12	247/2402	040		FL BS (CMP IN PLC)(TY D GR 2)(10 ")	SY	1,852	$20.00	$37,040.00
13	310/2005			PRIME COAT (MC-30 OR AE-P)	GAL	370	$5.00	$1,850.00
14	340/2014	003		D-GR HMA (METH) TY-B PG 70-22	SY	496	$73.00	$36,208.00
15	340/2034	003		D-GR HMA (METH) TY-C PG 64-22	SY	3,505	$13.00	$45,565.00
16	354/2002			PLAN & TEXT ASPH CONC PAV (0 TO 2")	SY	480	$10.00	$4,800.00
17	401/2001			FLOWABLE BACKFILL	CY	8	$200.00	$1,600.00
18	402/2001			TRENCH EXCAVATION PROTECTION	LF	50	$1.00	$50.00
19	432/2002			RIPRAP (CONC) (5 IN)	CY	11	$500.00	$5,500.00
20	464/2003	006		RC PIPE (CL III)(18 IN)	LF	260	$75.00	$19,500.00
21	465/2100	001		INLET (COMPL)(TY 1)	EA	1	$5,000.00	$5,000.00
22	467/2222			SET(TY II)(18 IN)(RCP)(4:1)(C)	EA	5	$1,500.00	$7,500.00
23	467/2286			SET(TY II)(18 IN)(RCP)(6:1) (P)	EA	2	$1,500.00	$3,000.00
24	496/2004			REMOV STR (SET)	EA	8	$200.00	$1,600.00
25	496/2051			REMOV STR (DRIVEWAY CULVERT)	EA	4	$350.00	$1,400.00
26	500/2001	011		MOBILIZATION	LS	1	$25,000.00	$25,000.00
27	502/2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$5,000.00	$25,000.00
28	530/2011	006		DRIVEWAYS (ACP)	SY	647	$25.00	$16,175.00
29	618/2022			CONDT (PVC)(SCHD 40) (3")	LF	522	$25.00	$13,050.00
30	624/2014	014		GROUND BOX TY D(162922)W/APRON	EA	4	$1,700.00	$6,800.00
31	644/2001			INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	6	$400.00	$2,400.00
32	644/2004			INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	EA	1	$400.00	$400.00
33	644/2056			RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1	$400.00	$400.00
34	644/2060			REMOVE SM RD SN SUP & AM	EA	4	$100.00	$400.00
35	658/2237	006		INSTL DEL ASSM (D-SW)SZ 1 (FLX)SRF	EA	6	$400.00	$2,400.00
36	662/2004	001		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	1,714	$1.33	$2,279.62
37	662/2012	001		WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	195	$3.00	$585.00
38	662/2032	001		WK ZN PAV MRK N0N-EMOV (Y) 4" (SLD)	LF	793	$3.00	$2,379.00
39	666/2145	001		REFL PAV MRK TY II (W) (4") (SLD)	LF	1,714	$1.11	$1,902.54
40	666/2153	001		REFL PAV MRK TY II (W) (8") (SLD)	LF	195	$2.22	$432.90
41	666/2157	001		REFL PAV MRK TY II (W) (24") (SLD)	LF	56	$5.56	$311.36
42	666/2160	001		REFL PAV MRK TY II (W) (ARROW)	EA	2	$194.00	$388.00
43	666/2173	001		REFL PAV MRK TY II (W) (WORD)	EA	2	$230.00	$460.00
44	666/2178	001		REFL PAV MRK TY II (Y) 4" (SLD)	LF	793	$1.80	$1,427.40
45	672/2015	034		REFL PAV MRKR TY II-A-A	EA	40	$11.00	$440.00
46	672/2020	034		TRAFFIC BUTTON TY I-C	EA	11	$11.00	$121.00
47	1122/2002	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	50	$35.00	$1,750.00
48	1122/2009	001		ROCK FILTER DAMS (REMOVE)	LF	50	$10.00	$500.00
49	1122/2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	1,046	$3.00	$3,138.00
							Base Bid Total	**$407,828.82**

Below please type the base bid amount in words.

Four Hundred and Seven Thousand Eight Hundred and Twenty-Eight Dollars and Eighty Two Cents.

Tax Exempt Total	$163,131.53	**Non-Tax Exempt Total**	$244,697.29
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

CIRCLE DRIVE AT US290 INTERSECTION IMPROVEMENTS, IFB NUMBER: B1405-002-LP (REVISED) (AARON)

Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges adopted June 1, 2004 is used as the project Standard Specification which can be found in TXDoT web site: http://www.dot.state.tx.us/business/specifications.htm.

DESC. CODE is the TXDoT Specification Description Code and can be found in TXDoT web site: http://www.dot.state.tx.us/insdtdot/orgchart/cmd/cserve/usfe/2004/usfe0101.htm.
S.P. = Special Provision to the Standard Specification. S.S. = Special Specificati

BASE BID

Bid Item	Spec. No. / Desc. Code	S.P. No	S.S. No.	Description	Unit	QTY	Unit Price	Amount
1	100/2002	002		PREPARING ROW	STA	8.75	$2,500.00	$21,875.00
2	105/2011			REMOVING STAB BASE AND ASPH PAV (2"- 6")	SY	67	$60.00	$4,020.00
3	105/2020			REMOVING STAB BASE AND ASPH PAV (12")	SY	203	$50.00	$10,150.00
4	106/2002			OBLITERATING ABANDONED ROAD	SY	822	$20.00	$16,440.00
5	110/2001			EXCAVATION (ROADWAY)	CY	660	$45.00	$29,700.00
6	132/2003			EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	318	$33.00	$10,494.00
7	160/2003			FURNISHING AND PLACING TOPSOIL (4")	SY	8,786	$3.00	$26,358.00
8	164/2023	004		CELL FBR MLCH SEED (PERM)(RURAL) (CLAY)	SY	8,786	$0.30	$2,635.80
9	168/2001			VEGETATIVE WATERING * SUBSIDARY TO ITEM 164	MG	175	$42.00	
10	169/2001	002		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	916	$2.00	$1,832.00
11	169/2005	002		SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	141	$3.00	$423.00
12	247/2402	040		FL BS (CMP IN PLC)(TY D GR 2)(10 ")	SY	1,852	$30.00	$55,560.00
13	310/2005			PRIME COAT (MC-30 OR AE-P)	GAL	370	$5.00	$1,850.00
14	340/2014	003		D-GR HMA (METH) TY-B PG 70-22	SY	496	$69.00	$34,224.00
15	340/2034	003		D-GR HMA (METH) TY-C PG 64-22	SY	3,505	$13.00	$45,565.00
16	354/2002			PLAN & TEXT ASPH CONC PAV (0 TO 2")	SY	480	$23.00	$11,040.00
17	401/2001			FLOWABLE BACKFILL	CY	8	$185.00	$1,480.00
18	402/2001			TRENCH EXCAVATION PROTECTION	LF	50	$8.00	$400.00
19	432/2002			RIPRAP (CONC) (5 IN)	CY	11	$610.00	$6,710.00
20	464/2003	006		RC PIPE (CL III)(18 IN)	LF	260	$110.00	$28,600.00
21	465/2100	001		INLET (COMPL)(TY 1)	EA	1	$4,400.00	$4,400.00
22	467/2222			SET(TY II)(18 IN)(RCP)(4:1)(C)	EA	5	$1,900.00	$9,500.00
23	467/2286			SET(TY II)(18 IN)(RCP)(6:1) (P)	EA	2	$1,700.00	$3,400.00
24	496/2004			REMOV STR (SET)	EA	8	$900.00	$7,200.00
25	496/2051			REMOV STR (DRIVEWAY CULVERT)	EA	4	$1,800.00	$7,200.00
26	500/2001	011		MOBILIZATION	LS	1	$58,000.00	$58,000.00
27	502/2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$680.00	$3,400.00
28	530/2011	006		DRIVEWAYS (ACP)	SY	647	$40.00	$25,880.00
29	618/2022			CONDT (PVC)(SCHD 40) (3")	LF	522	$27.00	$14,094.00
30	624/2014	014		GROUND BOX TY D(162922)W/APRON	EA	4	$1,900.00	$7,600.00
31	644/2001			INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	6	$420.00	$2,520.00
32	644/2004			INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	EA	1	$550.00	$550.00
33	644/2056			RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1	$310.00	$310.00
34	644/2060			REMOVE SM RD SN SUP & AM	EA	4	$120.00	$480.00
35	658/2237	006		INSTL DEL ASSM (D-SW)SZ 1 (FLX)SRF	EA	6	$110.00	$660.00
36	662/2004	001		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	1,714	$1.70	$2,913.80
37	662/2012	001		WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	195	$2.80	$546.00
38	662/2032	001		WK ZN PAV MRK NON-EMOV (Y) 4" (SLD)	LF	793	$1.70	$1,348.10
39	666/2145	001		REFL PAV MRK TY II (W) (4") (SLD)	LF	1,714	$0.80	$1,371.20
40	666/2153	001		REFL PAV MRK TY II (W) (8") (SLD)	LF	195	$1.30	$253.50
41	666/2157	001		REFL PAV MRK TY II (W) (24") (SLD)	LF	56	$4.70	$263.20
42	666/2160	001		REFL PAV MRK TY II (W) (ARROW)	EA	2	$69.00	$138.00
43	666/2173	001		REFL PAV MRK TY II (W) (WORD)	EA	2	$82.00	$164.00
44	666/2178	001		REFL PAV MRK TY II (Y) 4" (SLD)	LF	793	$0.80	$634.40
45	672/2015	034		REFL PAV MRKR TY II-A-A	EA	40	$6.30	$252.00
46	672/2020	034		TRAFFIC BUTTON TY I-C	EA	11	$6.30	$69.30
47	1122/2002	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	50	$29.00	$1,450.00
48	1122/2009	001		ROCK FILTER DAMS (REMOVE)	LF	50	$12.00	$600.00
49	1122/2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	1,046	$2.50	$2,615.00
							Base Bid Total	**$467,169.30**

Below please type the base bid amount in words.

Four hundred sixty seven thousand one hundred sixty nine dollars and thirty cents

Tax Exempt Total	$74,747.00	**Non-Tax Exempt Total**	$392,422.30
Tax exempt costs are the total cost of materials incorporated into the project or completely consumed at the job site and services required by or integral to the performance of the Contract.		Non-Tax exempt costs are all other charges, including the cost of labor, overhead, and materials which do not become part of the project or are not completely consumed at the job site.	

NOTE: The sum of the tax exempt and non-tax exempt costs must equal the Total Base Bid Amount.

DRAFT

L&E 7-17-14

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
Phone: (512) 854-9383
Fax: (512) 854-4697

July 15, 2014

RECEIVED
TRAVIS COUNTY
2014 JUL 17 AM 8:22
PURCHASING OFFICE

RECEIVED
2014 JUL 31 AM 9:47
TRAVIS COUNTY
AUDITORS OFFICE

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: Morgan Cotten, P.E., Public Works Director

THROUGH: Steven M. Manilla, P.E., County Executive

SUBJECT: Circle Drive Road Safety Improvements
Construction Contract Award
Solicitation No -B1405-002-LP

Requested Agenda Item

TNR hereby requests that the Purchasing Office places the following item on the Commissioners Court Agenda:

> **Consider and take appropriate action on the recommendation to award the construction contract for the Circle Drive Road Safety Improvements project to Smith Contracting Company, Inc.**

Project Description

Circle Drive at US 290 Intersection Improvements is a voter approved 2011 Bond project. It is a safety improvements project for the intersection. The scope of work includes: realignment of Spring Valley Road to match Circle Drive at US 290, adding paved shoulders, acquisition of additional right-of-way, and construction of right-turn lanes.

Summary and Recommendations

Sealed bids to construct the project were received from three bidders on June 12, 2014. The bids ranged from a low of $407,828.82 to a high of $489,379.00. Project details and an award recommendation are provided in the attached e-mail from RJ Rivera Associates, Inc., the

engineering consultant hired to design this project. Upon tabulation and reviewing the bids, TNR finds the low bid at $407,828.82 to be complete. Subject to Purchasing Office's findings of responsiveness, and in accordance with Chapter 262 (c) of the Texas government Code, TNR requests that the low bidder be awarded the contract for the construction of the Circle Drive safety improvements project. The funding information is below.

Fund Reservation:

Funds Reservation No.	300001105			Grand Total
Fund	4058	4068	4074	
Fund Center	1490190000	1490190000	1490190000	
G/L Account	522040	522040	522040	
IO/WBS	RDCN.149.000010	RDCN.149.000010	RDCN.149.000010	
Amount	$350,000.00	$87,317.00	$391,924.90	$829,241.90

If you have any questions or require additional information please contact Tony Valdez, P.E. at (512) 854-7567.

Attachments:

Project Location Map
RJ Riviera Assoc. E-mail
Bid Tabulation

CC: Cyd Grimes, Purchasing
Lee Perry, Purchasing
Steve Sun, P.E., TNR
Tony Valdez, P.E., TNR
Tawana Gardner, TNR
Isabelle Lopez, TNR

CIRCLE DRIVE REALIGNMENT IMPROVEMENTS

							ENGINEER'S ESTIMATE		AARON CONCRETE CONTRACTORS, LP		CAPITAL EXCAVATION		SMITH CONTRACTING COMPANY, INC.					
BID ITEM	SPEC. NO. / DESC. CODE	S.P. No.	S.S. No.	Description	UNIT	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	MINIMUM	MAXIMUM	AVERAGE
1	100/2002	002		PREPARING ROW	STA	8.75	$ 5,000.00	$ 43,750.00	$ 2,500.00	$ 21,875.00	$ 4,000.00	$ 35,000.00	$ 3,000.00	$ 26,250.00	$ 2,500.00	$ 4,000.00	$ 3,166.67
2	105/2011			REMOVING STAB BASE AND ASPH PAV (2"- 6")	SY	67	$ 5.00	$ 335.00	$ 60.00	$ 4,020.00	$ 50.00	$ 3,350.00	$ 25.00	$ 1,675.00	$ 25.00	$ 60.00	$ 45.00
3	105/2020			REMOVING STAB BASE AND ASPH PAV (12")	SY	203	$ 4.00	$ 812.00	$ 50.00	$ 10,150.00	$ 60.00	$ 12,180.00	$ 30.00	$ 6,090.00	$ 30.00	$ 60.00	$ 46.67
4	106/2002			OBLITERATING ABANDONED ROAD	SY	822	$ 15.00	$ 12,330.00	$ 20.00	$ 16,440.00	$ 10.00	$ 8,220.00	$ 3.00	$ 2,466.00	$ 3.00	$ 20.00	$ 11.00
5	110/2001			EXCAVATION (ROADWAY)	CY	660	$ 19.00	$ 12,540.00	$ 45.00	$ 29,700.00	$ 60.00	$ 39,600.00	$ 50.00	$ 33,000.00	$ 45.00	$ 60.00	$ 51.67
6	132/2003			EMBANKMENT (FINAL) (ORD COMP) (TY B)	CY	318	$ 17.00	$ 5,406.00	$ 33.00	$ 10,494.00	$ 60.00	$ 19,080.00	$ 50.00	$ 15,900.00	$ 33.00	$ 60.00	$ 47.67
7	160/2003			FURNISHING AND PLACING TOPSOIL (4")	SY	8,786	$ 1.50	$ 13,179.00	$ 3.00	$ 26,358.00	$ 4.00	$ 35,144.00	$ 3.00	$ 26,358.00	$ 3.00	$ 4.00	$ 3.33
8	164/2023	004		CELL FBR MLCH SEED (PERM)(RURAL) (CLAY)	SY	8,786	$ 0.75	$ 6,589.50	$ 0.30	$ 2,635.80	$ 0.25	$ 2,196.50	$ 1.50	$ 13,179.00	$ 0.25	$ 1.50	$ 0.68
9	168/2001			VEGETATIVE WATERING * SUBSIDARY TO ITEM 164	MG	175	$ 48.00	$ 8,400.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
10	169/2001	002		SOIL RETENTION BLANKETS (CL 1) (TY A)	SY	916	$ 1.15	$ 1,053.40	$ 2.00	$ 1,832.00	$ 2.00	$ 1,832.00	$ 3.00	$ 2,748.00	$ 2.00	$ 3.00	$ 2.33
11	169/2005	002		SOIL RETENTION BLANKETS (CL 2) (TY E)	SY	141	$ 1.50	$ 211.50	$ 3.00	$ 423.00	$ 3.00	$ 423.00	$ 10.00	$ 1,410.00	$ 3.00	$ 10.00	$ 5.33
12	247/2402	040		FL BS (CMP IN PLC)(TY D GR 2)(10 ")	SY	1,852	$ 40.00	$ 74,080.00	$ 30.00	$ 55,560.00	$ 33.00	$ 61,116.00	$ 20.00	$ 37,040.00	$ 20.00	$ 33.00	$ 27.67
13	310/2005			PRIME COAT (MC-30 OR AE-P)	GAL	370	$ 4.50	$ 1,665.00	$ 5.00	$ 1,850.00	$ 6.00	$ 2,220.00	$ 5.00	$ 1,850.00	$ 5.00	$ 6.00	$ 5.33
14	340/2014	003		D-GR HMA (METH) TY-B PG 70-22	SY	496	$ 10.00	$ 4,960.00	$ 69.00	$ 34,224.00	$ 35.00	$ 17,360.00	$ 73.00	$ 36,208.00	$ 35.00	$ 73.00	$ 59.00
15	340/2034	003		D-GR HMA (METH) TY-C PG 64-22	SY	3,505	$ 45.00	$ 157,725.00	$ 13.00	$ 45,565.00	$ 13.00	$ 45,565.00	$ 13.00	$ 45,565.00	$ 13.00	$ 13.00	$ 13.00
16	354/2002			PLAN & TEXT ASPH CONC PAV (0 TO 2")	SY	480	$ 5.00	$ 2,400.00	$ 23.00	$ 11,040.00	$ 25.00	$ 12,000.00	$ 10.00	$ 4,800.00	$ 10.00	$ 25.00	$ 19.33
17	401/2001			FLOWABLE BACKFILL	CY	8	$ 100.00	$ 800.00	$ 185.00	$ 1,480.00	$ 210.00	$ 1,680.00	$ 200.00	$ 1,600.00	$ 185.00	$ 210.00	$ 198.33
18	402/2001			TRENCH EXCAVATION PROTECTION	LF	50	$ 5.00	$ 250.00	$ 8.00	$ 400.00	$ 10.00	$ 500.00	$ 1.00	$ 50.00	$ 1.00	$ 10.00	$ 6.33
19	432/2002			RIPRAP (CONC) (5 IN)	CY	11	$ 550.00	$ 6,050.00	$ 610.00	$ 6,710.00	$ 650.00	$ 7,150.00	$ 500.00	$ 5,500.00	$ 500.00	$ 650.00	$ 586.67
20	464/2003	006		RC PIPE (CL III)(18 IN)	LF	260	$ 76.00	$ 19,760.00	$ 110.00	$ 28,600.00	$ 120.00	$ 31,200.00	$ 75.00	$ 19,500.00	$ 75.00	$ 120.00	$ 101.67
21	465/2100	001		INLET (COMPL)(TY 1)	EA	1	$ 7,100.00	$ 7,100.00	$ 4,400.00	$ 4,400.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 4,400.00	$ 5,000.00	$ 4,800.00
22	467/2222			SET(TY II)(18 IN)(RCP)(4:1)(C)	EA	5	$ 2,000.00	$ 10,000.00	$ 1,900.00	$ 9,500.00	$ 2,000.00	$ 10,000.00	$ 1,500.00	$ 7,500.00	$ 1,500.00	$ 2,000.00	$ 1,800.00
23	467/2286			SET(TY II)(18 IN)(RCP)(6:1) (P)	EA	2	$ 4,500.00	$ 9,000.00	$ 1,700.00	$ 3,400.00	$ 2,000.00	$ 4,000.00	$ 1,500.00	$ 3,000.00	$ 1,500.00	$ 2,000.00	$ 1,733.33
24	496/2004			REMOV STR (SET)	EA	8	$ 500.00	$ 4,000.00	$ 900.00	$ 7,200.00	$ 500.00	$ 4,000.00	$ 200.00	$ 1,600.00	$ 200.00	$ 900.00	$ 533.33
25	496/2051			REMOV STR (DRIVEWAY CULVERT)	EA	4	$ 900.00	$ 3,600.00	$ 1,800.00	$ 7,200.00	$ 2,000.00	$ 8,000.00	$ 350.00	$ 1,400.00	$ 350.00	$ 2,000.00	$ 1,383.33
26	500/2001	011		MOBILIZATION	LS	1	$ 50,000.00	$ 50,000.00	$ 58,000.00	$ 58,000.00	$ 49,000.00	$ 49,000.00	$ 25,000.00	$ 25,000.00	$ 25,000.00	$ 58,000.00	$ 44,000.00
27	502/2001	033		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	5	$ 6,000.00	$ 30,000.00	$ 680.00	$ 3,400.00	$ 2,000.00	$ 10,000.00	$ 5,000.00	$ 25,000.00	$ 680.00	$ 5,000.00	$ 2,560.00
28	530/2011	006		DRIVEWAYS (ACP)	SY	647	$ 35.00	$ 22,645.00	$ 40.00	$ 25,880.00	$ 50.00	$ 32,350.00	$ 25.00	$ 16,175.00	$ 25.00	$ 50.00	$ 38.33
29	618/2022			CONDT (PVC)(SCHD 40) (3")	LF	522	$ 10.00	$ 5,220.00	$ 27.00	$ 14,094.00	$ 15.00	$ 7,830.00	$ 25.00	$ 13,050.00	$ 15.00	$ 27.00	$ 22.33
30	624/2014	014		GROUND BOX TY D(162922)W/APRON	EA	4	$ 1,000.00	$ 4,000.00	$ 1,900.00	$ 7,600.00	$ 1,500.00	$ 6,000.00	$ 1,700.00	$ 6,800.00	$ 1,500.00	$ 1,900.00	$ 1,700.00
31	644/2001			INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	6	$ 100.00	$ 600.00	$ 420.00	$ 2,520.00	$ 550.00	$ 3,300.00	$ 400.00	$ 2,400.00	$ 400.00	$ 550.00	$ 456.67
32	644/2004			INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	EA	1	$ 500.00	$ 500.00	$ 550.00	$ 550.00	$ 685.00	$ 685.00	$ 400.00	$ 400.00	$ 400.00	$ 685.00	$ 545.00
33	644/2056			RELOCATE SM RD SN SUP & AM TY 10BWG	EA	1	$ 300.00	$ 300.00	$ 310.00	$ 310.00	$ 350.00	$ 350.00	$ 400.00	$ 400.00	$ 310.00	$ 400.00	$ 353.33
34	644/2060			REMOVE SM RD SN SUP & AM	EA	4	$ 100.00	$ 400.00	$ 120.00	$ 480.00	$ 100.00	$ 400.00	$ 100.00	$ 400.00	$ 100.00	$ 120.00	$ 106.67
35	658/2237	006		INSTL DEL ASSM (D-SW)SZ 1 (FLX)SRF	EA	6	$ 60.00	$ 360.00	$ 110.00	$ 660.00	$ 50.00	$ 300.00	$ 400.00	$ 2,400.00	$ 50.00	$ 400.00	$ 186.67
36	662/2004	001		WK ZN PAV MRK NON-REMOV (W) 4" (SLD)	LF	1,714	$ 1.00	$ 1,714.00	$ 1.70	$ 2,913.80	$ 1.00	$ 1,714.00	$ 1.33	$ 2,279.62	$ 1.00	$ 1.70	$ 1.34
37	662/2012	001		WK ZN PAV MRK NON-REMOV (W) 8" (SLD)	LF	195	$ 1.00	$ 195.00	$ 2.80	$ 546.00	$ 2.00	$ 390.00	$ 3.00	$ 585.00	$ 2.00	$ 3.00	$ 2.60
38	662/2032	001		WK ZN PAV MRK N0N-EMOV (Y) 4" (SLD)	LF	793	$ 1.00	$ 793.00	$ 1.70	$ 1,348.10	$ 1.00	$ 793.00	$ 3.00	$ 2,379.00	$ 1.00	$ 3.00	$ 1.90
39	666/2145	001		REFL PAV MRK TY II (W) (4") (SLD)	LF	1,714	$ 1.00	$ 1,714.00	$ 0.80	$ 1,371.20	$ 1.00	$ 1,714.00	$ 1.11	$ 1,902.54	$ 0.80	$ 1.11	$ 0.97
40	666/2153	001		REFL PAV MRK TY II (W) (8") (SLD)	LF	195	$ 1.00	$ 195.00	$ 1.30	$ 253.50	$ 2.00	$ 390.00	$ 2.22	$ 432.90	$ 1.30	$ 2.22	$ 1.84
41	666/2157	001		REFL PAV MRK TY II (W) (24") (SLD)	LF	56	$ 6.00	$ 336.00	$ 4.70	$ 263.20	$ 8.00	$ 448.00	$ 5.56	$ 311.36	$ 4.70	$ 8.00	$ 6.09
42	666/2160	001		REFL PAV MRK TY II (W) (ARROW)	EA	2	$ 120.00	$ 240.00	$ 69.00	$ 138.00	$ 200.00	$ 400.00	$ 194.00	$ 388.00	$ 69.00	$ 200.00	$ 154.33
43	666/2173	001		REFL PAV MRK TY II (W) (WORD)	EA	2	$ 120.00	$ 240.00	$ 82.00	$ 164.00	$ 250.00	$ 500.00	$ 230.00	$ 460.00	$ 82.00	$ 250.00	$ 187.33
44	666/2178	001		REFL PAV MRK TY II (Y) 4" (SLD)	LF	793	$ 1.00	$ 793.00	$ 0.80	$ 634.40	$ 0.50	$ 396.50	$ 1.80	$ 1,427.40	$ 0.50	$ 1.80	$ 1.03
45	672/2015	034		REFL PAV MRKR TY II-A-A	EA	40	$ 14.00	$ 560.00	$ 6.30	$ 252.00	$ 14.00	$ 560.00	$ 11.00	$ 440.00	$ 6.30	$ 14.00	$ 10.43
46	672/2020	034		TRAFFIC BUTTON TY I-C	EA	11	$ 24.00	$ 264.00	$ 6.30	$ 69.30	$ 14.00	$ 154.00	$ 11.00	$ 121.00	$ 6.30	$ 14.00	$ 10.43
47	1122/2002	001		ROCK FILTER DAMS (INSTALL) (TY 2)	LF	50	$ 20.00	$ 1,000.00	$ 29.00	$ 1,450.00	$ 25.00	$ 1,250.00	$ 35.00	$ 1,750.00	$ 25.00	$ 35.00	$ 29.67
48	1122/2009	001		ROCK FILTER DAMS (REMOVE)	LF	50	$ 8.00	$ 400.00	$ 12.00	$ 600.00	$ 10.00	$ 500.00	$ 10.00	$ 500.00	$ 10.00	$ 12.00	$ 10.67
49	1122/2037	001		TEMPORARY SEDIMENT CONTROL FENCE INSTLL	LF	1,046	$ 3.50	$ 3,661.00	$ 2.50	$ 2,615.00	$ 3.00	$ 3,138.00	$ 3.00	$ 3,138.00	$ 2.50	$ 3.00	$ 2.83
				TOTAL				**$ 532,126.40**		**$ 467,169.30**		**$ 489,379.00**		**$ 407,828.82**			**$ 454,792.37**

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2013
Prepared By/Phone Number: Michael Long, 854 4850; Marvin Brice, 854 9765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Amendment No. 1 to Emergency Medical Services Interlocal Agreements for Travis County Emergency Service Districts No. 1 through 14.

- **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.

  An Interlocal Agreement between Travis County and Emergency Medical Services was approved by Commissioners Court on November 10, 2009.

  The purpose for this agreement was to bring uniformity to emergency medical services to the residents of Travis County by establishing a co-operative working relationship between the Emergency Service Districts No.'s 1 through 14.

  Amendment No. 1 will revise and improve upon the ways in which the services relate to supplies, equipment, and training among the Emergency Service Districts.

- **Contract Modification Information:**
  Modification Amount: $108,000
  Modification Type: Interlocal Agreement
  Modification Period: October 1, 2013 – September 30, 2014

- **Funding Information:**
  ☐ SAP Shopping Cart #: N/A
  ☐ Funding Account(s): Funds Reservation No. 300001260

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

AMENDMENT ONE TO EMERGENCY MEDICAL SERVICES INTERLOCAL AGREEMENT AMONG TRAVIS COUNTY AND EMERGENCY SERVICES DISTRICTS

This Amendment One to Emergency Medical Services Interlocal Cooperation Agreement ("Agreement") is executed by and among the following parties:

COPY

Travis County, Texas ("County")
Travis County Emergency Services District No. 1,
Travis County Emergency Services District No. 2,
Travis County Emergency Services District No. 3,
Travis County Emergency Services District No. 4,
Travis County Emergency Services District No. 5,
Travis County Emergency Services District No. 6,
Travis County Emergency Services District No. 8,
Travis County Emergency Services District No. 9,
Travis County Emergency Services District No. 10,
Travis County Emergency Services District No. 11,
Travis County Emergency Services District No. 12,
Travis County Emergency Services District No. 13,
Travis County Emergency Services District No. 14, and
Bastrop-Travis Counties Emergency Services District No. 1,
(all parties collectively referred to as the "Participating Members").

RECITALS

Participating Members have entered into an Emergency Medical Services Interlocal Agreement Among Travis County and Emergency Services Districts ("Agreement").

The Participating Members wish to change the way in which services related to supplies and training are performed under the Agreement.

The Participating Members, acting in accordance with the Interlocal Cooperation Act (the "Interlocal Act"), Chapter 791, Texas Government Code, as amended, desire to work cooperatively for the purpose of fulfilling their respective public and governmental purposes, needs, objectives and programs.

AMENDMENT TO AGREEMENT

NOW, THEREFORE, the Participating Members mutually agree to the following terms and conditions:

I.
CHANGES TO AGREEMENT

1.1. Paragraph 3.4 is deleted and the following paragraph is inserted in its place:

3.4 COA-County Interlocal. "COA-County Interlocal" means the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services in existence at the current time. At the beginning of this Agreement, the applicable

Interlocal was the one executed by both parties in December 2004 and subsequently amended annually for extension and updating financial obligations, staffing levels and similar matters. This Interlocal was renewed by a document with the same name and in a similar format in January 2010, that was subsequently amended annually for extension and updating financial obligations, staffing levels and similar matters. Effective October 1, 2013, the applicable Interlocal became the Interlocal Agreement between the City of Austin and Travis County for Emergency Medical Services executed by both parties in January 2014 that is expected to be subsequently amended annually for extension and updating financial obligations, staffing levels and similar matters.

1.2. Paragraphs 9.2, 9.3, 9.4, 9.5, 9.6 and 9.7, including all subparagraphs are deleted and the following paragraphs 9.2 through 9.10 are inserted in their place:

9.2 In this section, "County Fiscal Year" means October 1 through September 30.

9.3 County shall provide funding for each District to use to improve the quality of the whole EMS System through continuing education and training and the purchase of some medical supplies and equipment. District shall use this funding only for continuing education and training and for the purchase of some medical supplies and equipment during that County Fiscal Year. If a District does not use all of its funding for continuing education and training and the purchase of some medical supplies and equipment during that County Fiscal Year, District shall return the amount that was not spent to County no later than the October 31 following the end of that County Fiscal Year. The total funding provided to all Districts shall be determined annually by Commissioners Court during its budget approval process.

9.4 Prior to final approval, County will advise Districts of the proposed funding for the Districts, if any. The CAFCA EMS Subcommittee in collaboration with the County Emergency Services Executive Manager shall develop a proposed schedule for the funding allotments for each District for the upcoming County Fiscal Year and the County Emergency Services Executive Manager shall provide a copy of it to the Districts. If the approved amount differs from the proposed amount, the CAFCA EMS Subcommittee in collaboration with the County Emergency Services Executive Manager shall revise the proposed schedule for the funding allotments within ten (10) Days after approval of the County budget. The County Emergency Services Executive Manager shall notify each District of its Funding allotment within ten (10) Days after the allotments are finalized. This notice will be in the form of Exhibit A.

9.5 No later than November 15 of the County Fiscal Year following receipt of the funding, each District shall submit a report of its funding allotment expenditures to the CAFCA EMS Subcommittee. The CAFCA EMS Subcommittee will review these reports to confirm that each District's report includes expenditures for continuing education and training and the purchase of some medical supplies and equipment that were incurred during the previous County Fiscal Year that are not less than the District's funding allotment for that County Fiscal Year. Then the CAFCA EMS Subcommittee will submit a consolidated Funding allotment expenditure report (with copies of the reports prepared by each District attached) to the County Emergency Services Executive Manager. Within one month after receipt of the consolidated Funding allotment expenditure report, County shall pay its Funding allotment for the current County Fiscal Year to each District that reported expenditures for continuing education and training and the purchase of some

medical supplies and equipment incurred during the previous County Fiscal Year that were not less than the District's funding allotment for the previous County Fiscal Year.

9.6 The Districts shall co-operate with County representatives acting as liaisons with Districts, corporate medical first responder organizations, and public safety and law enforcement agencies to develop and maintain a Medical First Responder database, and to provide support and coordination countywide in the areas of infection control, credentialing, certifications, clinical reviews, supply distribution, public access defibrillation programs, public education, and other programs.

9.7 The County shall provide support services to assist in making Medical First Responders from Districts an effective and integral part of the Austin-Travis County EMS System.

9.8 County may perform any reasonable activities necessary to collect fees from patients for transport by EMS Response and Transport Resources. County may retain all fees collected. At the time of execution of this agreement, these services are provided in accordance with the terms of the COA-County Interlocal.

9.9 Subject to negotiation and development of a feasible method of collection, County may at a later time perform any reasonable activities necessary to collect associated dispatching fees for patients transported in the District. Such fees shall be used to pay for dispatching services for the Districts.

9.10 Districts may perform any reasonable activities necessary to collect fees from Patients for supplies and services. District may retain all fees collected.

1.3. Paragraphs 11.1 and 11.2 are deleted and the following paragraphs 11.1 - 11.3 are inserted in their place:

11.1 Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by all Participating Members. It is acknowledged by each Participating Member that no officer, agency, employee or representative of a Participating Member has any authority to change the provisions of this Agreement unless expressly granted that specific authority by the respective governing body.

11.2 Amendment of Attachment A. By using the process in section 9.4, County may amend the basis for distribution and the funding allotments stated in Attachment A by sending a notice of changes in compliance with 13.1 to each Participating Member within ten (10) Days after the funding allotments are finalized. If Participating Member does not send a notice in compliance with 13.1 stating that the changes are unacceptable within (30) Days after receipt of the notice of the changes, Participating Member shall accept the changes stated in the notice of changes for the next County Fiscal Year. If a Participating Member sends a notice that any of the changes are unacceptable, that Participating Member shall meet with CAFCA EMS Subcommittee in collaboration with the County Emergency Services Executive Manager to discuss the points of disagreement and the CAFCA EMS Subcommittee shall determine whether to revise the disputed changes. The decision of the CAFCA EMS Subcommittee shall be final.

11.3 Request for Amendment. Participating Members shall submit all requests for changes to this Agreement to the facilitator described in Section 9.1. The facilitator shall present these requests to all Participating Members for consideration by their respective governing bodies.

Paragraphs 13.2 is deleted and the following paragraph is inserted in place of paragraph 13.2:

13.2 County Address. Notice sent pursuant to this Agreement shall be delivered or sent to County at the following addresses:

If hand delivered to:

Travis County Purchasing Agent
700 Lavaca , Suite 800
Austin, Texas 78701

If mailed to:

Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

1.4. Paragraph 14.2 is deleted and the following paragraph is inserted in its place:

14.2 Entire Agreement. This is the entire agreement between the parties regarding the subjects and terms of this Agreement. Effective October 1, 2013, **Attachment A**—FY 2010 Travis County First Responders Training and other Services is deleted from this Agreement. The Exhibit that is part of this Agreement effective October 1, 2013 is limited to **Exhibit A**—CAFCA EMS Subcommittee Funding allotment 2013/2014.

TRAVIS COUNTY

By: _____ Date: _____
Samuel T. Biscoe , County Judge

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

By: Sandra Egan Date: 6-30-14
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: _____ Date: _____
[Name of signor] , [Title of signor]

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Austin, Texas 78701

If mailed to:

Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas 78767

and

If hand delivered to:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

If mailed to:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

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TRAVIS COUNTY

By: _____ Date: _____
Samuel T. Biscoe , County Judge

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2

By: _____ President Date: 6/24/14
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ President Date: 6/23/14
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Vice President Date: 6/23/14
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: 6.17.14
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: Barbara L. Hutto Date: 6/27/14
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ President Date: 6-30-14
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor], [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: 8-4-2014
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 3

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 4

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 5

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 6

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 8

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 9

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 10

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 11

By: _____ Date: 06/27/2014
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 12

By: _____ Date: 6/17/2014
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 13

By: _____ Date: _____
[Name of signor] , [Title of signor]

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 14

By: _____ Date: _____
[Name of signor] , [Title of signor]

BASTROP-TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 1

By: _____ Date: _____
[Name of signor] , [Title of signor]

Attachment A

CAFCA EMS Subcommittee Funding allotment 2013/14

ESD NAME	# OF CALLS	BASE RATE $7.32	MOD BASE RATE .84	PART TIME ILS RATE .95	FULL TIME ILS RATE 1.2	TOTAL Budgeted FY 2013/14	Budgeted FY 2012/13	Actual FY 2012/13	Actual FY 2011/12	Actual FY 2010/11
ESD #1	917	$6,712.44	$5,638.08			$5,638.08	[illegible]	$8,058.55	$3,396.86	$2,817.16
ESD # 2	4901	$35,875.32	$30,135.00			$30,135.00	[illegible]	$20,443.01	$8,950.89	$12,022.72
ESD # 3 **	578	$4,230.96			$5,077.15	$7,872.21	$5,906.40	$6,628.25	$11,041.37	$5,993.97
ESD # 4	884	$6,470.88	$5,435.54			$5,435.54	$4,854.66	$10,346.52	$4,960.28	$5,435.19
ESD # 5	494	$3,616.08	$3,037.51			$3,037.51	$2,708.85	$9,034.52	$24,995.13	$15,256.82
ESD # 6	2260	$16,543.20			$19,851.84	$19,851.84	$20,856.40	$19,929.11	$11,834.15	$6,007.05
ESD # 8	273	$1,998.36	$1,678.62			$1,678.62	$1,807.98	$1,488.78	$3,773.44	$3,337.55
ESD # 9	628	$4,596.96			$5,516.35	$5,516.35	$5,777.60	$6,036.37	$6,344.07	$6,935.47
ESD # 10	198	$1,449.36	$1,217.46			$1,217.46	$1,094.80	$3,865.11	$4,205.35	$8,230.84
ESD # 11	1782	$13,044.24			$15,653.09	$15,653.09	$14,922.40	$18,300.87	$11,022.28	$23,689.48
ESD # 12	1415	$10,357.80	$8,700.55			$8,700.55	[illegible]	$8,657.07	$3,552.97	$2,023.96
ESD # 13	124	$907.68	$762.45			$762.45	[illegible]	$0.00		
ESD # 14	144	$1,054.08		$1,001.30		$1,001.30	[illegible]	$1,687.98	$4,111.64	$5,955.84
TC PARKS						$750.00	$750.00	$3,087.64	$5,050.91	$10,121.13
TC S & R						$750.00	$750.00	$664.21	$564.49	$544.05
TOTALS	14598	$106,857.36	$56,605.21	$1,001.30	$46,098.43	$108,000.00	$104,994.06	$118,227.99	$103,803.83	$108,371.23

** included for training equipment for all Esd's

Total budgeted money 2013/14 $108,000.00

If a departments total years worth of calls does not add up to $750.00 then the department would get $750.00 minimum.
Each Department needs to let the committee know if they want their money to go to EMS Supplies, EMS Training, or Training equipment.

Created 08-14-14 at 4:18 pm

Created 08-14-14 at 4:18 pm

EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE
P.O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

Emergency Management
Pete Baldwin, Emergency Mgmt. Coordinator

Fire Marshal
Hershel Lee

Chief Medical Examiner
Dr .David Dolinak

STAR Flight
Casey Ping, Program Director

Technology & Communications

To: Travis County Commissioners Court

Via: Cyd Grimes, Purchasing Agent

From: Danny Hobby, County Executive of Emergency Services

Date: August 6, 2014

Subject: Amendment One (FY-2014) to EMS ILA with Travis County ESDs

---

Proposed Motion:

APPROVE AMENDMENT ONE TO EMERGENCY MEDICAL SERVICES (EMS) INTERLOCAL AGREEMENT AMONG TRAVIS COUNTY AND THE FOLLOWING TRAVIS COUNTY EMERGENCY SERVICES DISTRICTS (ESDs):

A. TRAVIS COUNTY ESD NO. 1,
B. TRAVIS COUNTY ESD NO. 2,
C. TRAVIS COUNTY ESD NO. 3,
D. TRAVIS COUNTY ESD NO. 4,
E. TRAVIS COUNTY ESD NO. 5,
F. TRAVIS COUTNY ESD NO. 6,
G. TRAVIS COUNTY ESD NO. 8,
H. TRAVIS COUNTY ESD NO. 9,
I. TRAVIS COUNTY ESD NO.10,
J. TRAVIS COUNTY ESD NO.11,
K. TRAVIS COUNTY ESD NO.12,
L. TRAVIS COUNTY ESD NO.13,
M. TRAVIS COUNTY ESD NO.14,
N. TRAVIS COUNTY TNR PARKS (A CO. DEPT. WITH PARK RANGERS),AND
O. TRAVIS COUNTY SEARCH & RESCUE (A VOLUNTEER NON-PROFIT ORGANIZATION).

Summary & Staff Recommendation:

During fiscal year 2010, the ESDs and the county entered into a cooperative agreement (ILA) for the purpose of improving the efficiency and effectiveness of the coordinated delivery of unified EMS within Travis County – Emergency Medical Services Interlocal Agreement among Travis County and Emergency Services Districts.

Attached to this recommendation memo, is the first amendment to the EMS ILA between the county and the ESDs – Amendment One to Emergency Medical Services Interlocal Agreement among Travis County and Emergency Services Districts. The participating members have already approved and signed.

The primary purpose of Amendment One is to revise and improve upon the ways in which services related to supplies, equipment, and training are performed and allocated under the ILA.

The Travis County Emergency Services (TCES) recommendation is to approve Amendment One. There appear to be no issues or concerns with approving the requested action, as the participating members along with their legal representatives concur with the amendment.

Budgetary Impact:

The required amount of $108,000 for supplemental county funding to the ESDs for continuing education, training, and the purchase of some medical supplies and equipment is a budgeted expense in 1590100001, 510190.

Please see attached FR 300001260, the one-page allocation summary, and Attachment-A to Amendment One.

Attachment(s):

- Amendment One to Emergency Medical Services Interlocal Agreement among Travis County and Emergency Services Districts
- Travis County Funds Reservation (FR) Document 300001260
- Funding Allocation Summary

Cc:

Audit –	Patti Smith, Kapp Schwebke
Legal –	Barbara Wilson
PBO –	Alan Miller
Purchasing –	Bonnie Floyd, Marvin Brice
TCES –	Christine Lego, Toby Fariss (TF)

Created 08-14-14 at 4:18 pm

Toby Fariss

August 6, 2014

FY-2014 Funding Allocation Summary for Attachment -A to EMS ILA with TC ESDs

1	ESD-1	$5,638.08
2	ESD-2	$30,135.00
3	ESD-3	$7,872.21
4	ESD-4	$5,435.54
5	ESD-5	$3,037.51
6	ESD-6	$19,851.84
7	ESD-8	$1,678.62
8	ESD-9	$5,516.35
9	ESD-10	$1,217.46
10	ESD-11	$15,653.09
11	ESD-12	$8,700.55
12	ESD-13	$762.45
13	ESD-14	$1,001.30
14	TC TNR Parks	$750.00
15	TC S&R	$750.00
	1590100001, 510190 from TC FR 300001260	**$108,000.00**

Travis County Commissioners Court Agenda Request

Meeting Date: August 19th, 2014
Prepared By/Phone Number: Rachel Fishback, 512.854.9853
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Insulation Services, IFB No. 1404-006-RF, to the following low bidders:

(1) GG's Construction LLC - Primary

(2) McCullough Heating and Air Conditioning, Inc - Secondary

- **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 for the vendors to provide Insulation Services for Travis County Health and Human Services and Veteran Services.

  On July 14th, 2014, IFB No. 1404-006-RF was issued through BidSync. Three (3) bids were received on August 4th, 2014. The Purchasing Office concurs with Travis County Health and Human Service Department recommendation to award a primary and secondary contract to the low bidders.

  Travis County reserved the right to make multiple awards as specified in Special Provisions, Section 4, Method of Award. Awarding a primary and secondary contract will allow for immediate response should the primary contractor be unable to respond and perform per Travis County Health and Human Services Department's instructions or unable to meet established schedules and deadlines for completion of work as outlined in job estimates or per purchase order performance schedule.

- **Contract-Related Information:**

  Award Amount: estimated requirement
  Contract Type: Annual, Unilateral
  Contract Period: September 22, 2014 through September 21, 2015

- **Solicitation-Related Information:**

  Solicitation Viewed: 29 Responses Received: 3
  HUB Information: N/A % HUB Subcontractor: N/a

- **Funding Information:**

  ☐ SAP Shopping Cart #:
  ☐ Funding Account(s): 1580320001 and 1580330001 General Fund
  ☐ Comments: Requisitions are processed at time of requirement

Travis County Health & Human Services

Veterans Services

502 Highland Mall Dr. ★ Austin, Texas 78752 ★ (512) 854 –4581 ★

Sherri E. Fleming
County Executive
(512-854-4581)

Memorandum

Date: 8-6-2014

To: Cyd V. Grimes, C.P.M.,
Travis County Purchasing Agent

Through: Sherri E. Fleming, County Executive
Travis County Health and Human Services & Veterans Services

Deborah Britton
HHSVS Approval

From: Lance Pearson,
Social Services Program Administrator
Housing Services

Housing Approval

Subject: Option to Award Insulation Installation services contract.

Travis County Housing Services has reviewed and evaluated the on Bid Tabulation Packet for solicitation 1404-006-RF and is requesting the award of the contract to GG's Construction as the primary contract and McCullough Heating and Air as secondary contractor.

The Cost Centers to be used for this: Cost Centers 1580320001 General Fund
1580330001 General Fund
GL # 511530

Sincerely,

Lance Pearson
Social Services Program Administrator

JAB

Created 08-14-14 at 4:18 pm

Travis County Bid #1404-006-RF
INSULATION SERVICES

Group A: Insulation Services	Extended Annual Qty	Qty	Unit	McCullough Heating & Air Conditioning Inc. Price	Total	GGs Construction Price	Total	Valdez Remodeling and Weatherization Inc Price	Total
01-01 Attic Insulation *	150	1	sqft	$0.021	$70,875.000	$0.015	$50,625.000	$0.030	$101,250.000
01-02 Knee Wall Insulation *	10	1	sqft	$0.044	$1,254.000	$0.036	$1,026.000	$0.050	$1,425.000
01-03 Wall Insuation *	25	1	sqft	$0.059	$16,225.000	$0.060	$16,500.000	$0.150	$41,250.000
01-04 Floor Insulation Batts *	15	1	sqft	$0.039	$13,338.000	$0.060	$20,520.000	$0.050	$17,100.000
01-05 Floor Insulation Blown In Fiberglass *	5	1	sqft	$0.037	$4,218.000	$0.060	$6,840.000	$0.070	$7,980.000
01-06 Knee Wall Encapsulating	500	500	sqft	$0.40	$200.00	$0.80	$400.00	$0.85	$425.00
01-07 Lead Safe Renovation	10	10	job	$10.00	$100.00	$300.00	$3,000.00	$450.00	$4,500.00
					$106,210.00		**$98,911.00**		$173,930.00

Group B: Seal Duct System	Extended Annual Qty	Qty	Unit	Price	Total	Price	Total	Price	Total
02-01 Seal Duct System	75	75	job	$250.00	$18,750.00	$300.00	$22,500.00	$450.00	$33,750.00
02-02 Duct Blasting Test	75	75	job	$50.00	$3,750.00	$70.00	$5,250.00	$115.00	$8,625.00
					$22,500.00		$27,750.00		$42,375.00

Group C: Mobile Home Bottom Board Repair	Extended Annual Qty	Qty	Unit	Price	Total	Price	Total	Price	Total
03-01 Bottom Board Poly. Fabric - Material	6000	6000	sqft	$0.96	$5,760.00	$0.45	$2,700.00	$0.75	$4,500.00
03-02 Bottom Board Poly. Fabric - Labor	6000	6000	sqft	$0.45	$2,700.00	$0.45	$2,700.00	$0.30	$1,800.00
03-03 Bottom Board Tape-Installation Materials	500	500	sqft	$2.18	$1,090.00	$0.50	$250.00	$0.20	$100.00
03-04 Bottom Board Tape-Installation Labor	500	500	sqft	$1.82	$910.00	$0.50	$250.00	$0.10	$50.00
					$10,460.00		**$5,900.00**		$6,450.00

Group D: Additional Services	Extended Annual Qty	Qty	Unit	Price	Total	Price	Total	Price	Total
04-01 Labor Rate	25	25	hour	$32.00	$800.00	$35.00	$875.00	$20.00	$500.00
04-02 Material Markup - capped at 10%	1	1	%	10%	10%	10%	10%	8%	8%
					$800.00		$875.00		**$500.00**

*** Formulas for line items 01-01 through 01-05**

Price x 1500 sqft x R-15 x 150 homes = Extended Total

Price x 150 sqft x R-19 x 10 homes = Extended Total

Price x 1000 sqft x R-11 x 25 homes = Extended Total

Price x 1200 sqft x R-19 x 15 homes = Extended Total

Price x 1200 sqft x R-19 x 5 homes = Extended Total

GGs Construction	**$133,436.00**
McCullough Heating & Air Conditioning Inc.	$139,970.00
Valdez Remodeling Weatherization Inc	$223,255.00

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 19th, 2014
Prepared By/Phone Number: Rachel Fishback, 854-9853
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Reject bids received for IFB No. 1407-001-RF, Commercial and Correctional Institution Plumbing Parts, and rebid.

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

  IFB No. 1407-001-RF was issued on July 14th, 2014 and was opened on August 4th, 2014. A total of twenty seven (27) vendors viewed the solicitation and two (2) bids were received. The Travis County Sheriff Department recommends rejecting all bids because the bids received do not meet the solicitation requirements. The Travis County Sheriff Department is revising the specifications and recommends re-bid.

- **Solicitation-Related Information:**

Solicitations Viewed: 27	Responses Received: 2
HUB Information: n/a	% HUB Subcontractor: n/a

Created 08-14-14 at 4:18 pm

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 – Law Enforcement

WES PRIDDY
Major – Corrections

MARK SAWA
Major - Administration & Support

Date: August 9, 2014

TO: Rachael Fishback, County Purchasing Agent Assistant III

VIA: Maria Wedhorn, Financial Analyst Lead

FROM: Wallace Sefcik, Building Maintenance Division Manager

Wallace E Sefcik 8-9-2014

RE: **Reject and Re-Solicit Plumbing Parts (4400000169)**

This is a request to reject all bids and re-solicit with revised specifications.

CC: Maria Wedhorn
Michael Gottner
Bonnie Floyd

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: David Walch 46663; Marvin Brice 49765
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for Professional Consulting Services, Contract, No. 4400002164, to Judge W. Jeanne Meurer

- **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.

  Travis County Juvenile Probation Office wishes to obtain professional consulting services to assist in the implementation of a Local Commitment Program pursuant to the 83rd Texas Legislature's enacted SB 511 authorizing the commitment of juveniles in Travis County to a local post-adjudication secure correctional facility under Section 152.0016, Human Resources Code, and Section 54.04011, Family Code. This program is unique to Travis County.

  Judge Meurer will provide consulting services to include the review of policies and procedures, review of programmatic development, evaluation and other services on an as-needed basis.

  The Juvenile Probation Office is requesting, and Travis County's Risk Management has approved the waiving of insurance requirements for this contract.

  Section 5.9 of the Contract states: Exemption from County Purchasing Act. Pursuant to Tex. Loc. Gov't. Code Ann. §262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

- **Contract Expenditures:** Within the last 12 months $0.00 has been spent against this contract/requirement.

- **Contract-Related Information:**

  Award Amount: As-Needed Agreement
  Contract Type: Professional Services Agreement
  Contract Period: August 19, 2014 – August 18, 2015

- **Funding Information:**

  ☐ SAP Shopping Cart #:

  ☒ Funding Account(s): Cost Center 1450010001; Product Code: 80101500; Commitment Item: 511890

  ☒ Comments: As- Needed Agreement

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

TO: Cyd Grimes
Travis County
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Professional Consulting Services Contract
Sr. Judge W. Jeanne Meurer

DATE: July 30, 2014

The Travis County Juvenile Probation Department is requesting assistance from the Purchasing Department for a new professional consulting services contract with Sr. Judge W. Jeanne Meurer. The scope of services is attached outlining the specific services to be performed by this contract.

The funding details to be used with this contract are as follows:

Vendor: 10000025
Cost Center: 1450010001
Product Code: 80101500
Commitment Item: 511890

Please contact me or Sylvia Mendoza at sylvia.mendoza@co.travis.tx.us (512) 854-7008 should you need any additional information.

Thank you for your assistance.

cc: Sylvia Mendoza
Chris Hubner
Michael Williams
Aerin Pfaffenberger

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

JUDGE W. JEANNE MEURER

FOR

Professional Consulting Services

CONTRACT NO. 4400002164

Travis County Purchasing Office

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STATE OF TEXAS §
§
COUNTY OF TRAVIS §

PROFESSIONAL SERVICES AGREEMENT

Professional Consulting Services

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and **Judge W. Jeanne Meurer** (the "CONTRACTOR").

WHEREAS, COUNTY desires to enter into an Agreement for the purpose of obtaining professional consulting services to facilitate the implementation of a Local Commitment Program pursuant to recently enacted legislation that is unique to Travis County, and;

WHEREAS, CONTRACTOR has the professional ability and expertise to provide such services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

1.1 "Commissioners Court" means the Travis County Commissioners Court.

1.2 "Purchasing Agent" means the Travis County Purchasing Agent Cyd V. Grimes, or her successor.

1.3 "County Auditor" means Travis County Auditor Nicki Riley, or her successor.

1.4 "Parties" mean Travis County and Judge W. Jeanne Meurer

1.5 "Is doing business" and "has done business" mean:

1.5.1 Paying or receiving any money or other valuable thing in exchange for personal services or for purchase or use of any property interest, either real or personal, either legal equitable; or

1.5.2 Loaning or receiving a loan of money, services, or goods or otherwise creating or having in existence any legal obligation or debt;

1.5.3 **but does not include**

1.5.3.1 any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the public,

1.5.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of Contractor if Contractor is a national or multinational corporation by an agent, employee or other representative of Contractor who does not know and is not in a position that he or she should have known about the Contract.

1. 6 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavits attached to this contract and marked as Attachment D.

1.7 "Director" means the Chief Juvenile Probation Officer of Travis County, who will manage this Agreement, or her designated representative.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon execution by all parties and shall continue for one (1) year.

2.2 Extension Term(s). The Initial Term of this Agreement may be extended by written agreement of the Parties.

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

3.0 CONTRACTOR'S RESPONSIBILITIES

3.1 Scope of Services. CONTRACTOR shall perform, in a timely manner, the services and activities described in the Scope of Services set forth as Attachment A to this Agreement, which is expressly incorporated herein and made a part hereof.

3.2 Ethical Standards. CONTRACTOR shall perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and best professional judgment.

3.3 Independent Contractor. COUNTY and CONTRACTOR expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to her as an independent contractor.

3.3.1. The relationship of the parties is an independent contractor relationship

and is not and shall not be construed or interpreted to be a partnership, joint venture or agency.

3.3.2. CONTRACTOR does not have the authority to enter into any contract in the name of the COUNTY or otherwise bind COUNTY in any way without the express written consent of COUNTY, and COUNTY does not have the authority to enter into any contract in the name of CONTRACTOR or otherwise bind CONTRACTOR in any way without the express written consent of CONTRACTOR.

3.4 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the duties that it has accepted as part of this Agreement.

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

3.6 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to the provision of the services described herein and the performance of all obligations undertaken pursuant to this Agreement.

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

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

3.9 Contractor Requests for Information. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the Director and may rely on all factual information supplied by the Director in response to his requests. However, the Director shall not serve as the agent of COUNTY or Commissioners Court or any elected official of COUNTY for any other purpose than conveying factual information. In performing the Services, CONTRACTOR will use all information supplied by the COUNTY without having independently verified the same and CONTRACTOR assumes no responsibility for the accuracy or completeness of such information.

3.10 Upon request, CONTACTOR shall report on the status, progress, and general nature of the work performed to date pursuant to this Agreement.

3.11 Upon request, CONTRACTOR shall be available to the Commissioners Court, the Travis County Judge and Commissioners, the Travis County Juvenile Board or their representatives for questions with respect to the services being performed pursuant to this Agreement.

3.12 Professional Licensure/Certification. CONTRACTOR shall maintain all necessary licenses and certifications related to the professional services being provided hereunder, and shall perform all services under this Agreement according to the applicable federal, state, and local rules and regulations. In the event licensure or certification expires, is revoked, suspended, probated, or is canceled, CONTRACTOR shall inform COUNTY of such event within five (5) working days.

3.13 Standard of Care. Notwithstanding anything in this Agreement to the contrary, CONTRACTOR shall perform all services and responsibilities required of CONTRACTOR under this Agreement using at least that standard of care which a reasonably prudent professional in Travis County, Texas, would use in similar circumstances. CONTRACTOR warrants the duties within this Agreement shall be performed in a good and workmanlike manner. Nothing in this Agreement shall be construed to relieve CONTRACTOR of this duty.

3.14 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion from Participation in Contracts Exceeding $100,000.00

The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification requirement in all subcontracts to this contract that exceed $100,000.00.

Form is provided as Attachment E

4.0 COORDINATION WITH THE COUNTY

4.1 Authority of the Director. The Director or her designee will act on behalf of COUNTY with respect to the work to be performed under this Agreement. The Director shall have complete authority to interpret and define in writing COUNTY'S policies and decisions with respect to CONTRACTOR'S services. The Director may designate representatives to transmit instructions and receive information.

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

5.0 INVOICING AND PAYMENT FOR SERVICES

5.1 Fees. For and in consideration of the satisfactory performance of the services described in Attachment A, Scope of Services, by CONTRACTOR pursuant to the terms of this Agreement, COUNTY shall pay CONTRACTOR in accordance with the Fee Structure, which is attached hereto as Attachment B and made a part hereof.

5.2 Satisfactory Completion of Services. COUNTY shall not be responsible for the costs of any services under this Agreement that are not performed to COUNTY'S satisfaction and given COUNTY'S approval, which shall not be unreasonably withheld, in accordance with the mutually agreed upon terms of this Agreement and the services described in Attachment A, Scope of Services. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the services invoiced in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

5.3 Invoicing. Within ten (10) days after the completion of each deliverable, as described in Attachment A, Scope of Services, but in no event more often than monthly, CONTRACTOR shall invoice County for services rendered pursuant to this Contract. Each invoice shall include a description of the services and completed activities performed by CONTRACTOR and any deliverables for which payment is being requested.

All invoices may be emailed to Michael Williams, Accountant Lead, at:

Michael.Williams@co.travis.tx.us

Or mailed to:
Travis County Juvenile Probation Department
2515 South Congress Ave.
Austin, TX. 78704
Attn: Financial Services.

5.4 Payment. If Director determines that CONTRACTOR has satisfactorily performed the services and activities for which payment is being requested (including timely delivery of deliverables) in accordance with Attachment A, Scope of Services, Director will approve the invoice and payment will be made to CONTRACTOR within 30 days following such approval. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

5.5 Overpayment. CONTRACTOR shall refund to COUNTY any money which has been paid to CONTRACTOR by COUNTY, which COUNTY determines has resulted in overpayment to CONTRACTOR. Such refund shall be made by CONTRACTOR to COUNTY within thirty (30) days after the refund is requested by COUNTY. If COUNTY enters into any subsequent Agreement with CONTRACTOR and CONTRACTOR fails to refund any money owed to COUNTY within thirty (30) days of

request, COUNTY may offset the difference against the next advance or payment payable to CONTRACTOR

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

5.7 Disbursements to Persons with Outstanding Debt.

5.7.1 In accordance with Section 154.045, Tex. Loc. Gov't Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

5.7.1.1 the County Treasurer notifies CONTRACTOR in writing that the debt is outstanding; and

5.7.1.2 the debt is paid.

5.7.2 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.

5.7.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under Section 5.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

5.9 Exemption from County Purchasing Act. Pursuant to Tex. Loc. Gov't. Code Ann. §262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.10 Funding Out. Notwithstanding anything to the contrary herein, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Contract for the COUNTY's following fiscal year, COUNTY may terminate this Contract after giving CONTRACTOR twenty (20) days written notice that this Contract is terminated due to the failure to fund it.

6.0 RECORDS CONFIDENTIALITY AND ACCESS

6.1 Confidentiality. CONTRACTOR shall establish a method to secure the

confidentiality of records and other information relating to clients in accordance with the applicable federal, state and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the right of COUNTY access to juvenile information. Upon authorization from COUNTY to render juvenile files and records anonymous, CONTRACTOR agrees to mask such information in a way that will not obstruct COUNTY'S monitoring and evaluation duties in any way.

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

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

6.4 Audit. Notwithstanding anything herein to the contrary, any audit hereunder must (i) be at COUNTY's sole expense, (ii) be upon reasonable advance notice to CONTRACTOR and during CONTRACTOR's normal business hours, (iii) not unreasonably interfere with the business operations of CONTRACTOR, (iv) absent CONTRACTOR's default, be limited to once in any twelve (12) month period, unless otherwise required by law, (v) be limited to books, records and personnel of CONTRACTOR directly relating to the services performed under this Agreement and (vi) at CONTRACTOR's request, be subject to the execution of a confidentiality agreement satisfactory to CONTRACTOR. In connection with any such audit, CONTRACTOR shall under no circumstances be required to breach (i) any third party client or (ii) any applicable law. CONTRACTOR acknowledges County's obligation to comply with the Texas Public Information Act to provide documents requested by the public in order to avoid statutory penalties.

7.0 AMENDMENTS/MODIFICATIONS

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

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

7.3 Purchasing Agent Authority. CONTRACTOR understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law (specifically the County Purchasing Act, Tex. Loc. Gov't. Code, Chapter 262, and other applicable law) and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Contract. The Purchasing Agent will advise CONTRACTOR as to such authority upon submission of a request for Amendment; at any time, the Purchasing Agent may submit any request to the Commissioners Court for approval, regardless of the authority of the Purchasing Agent to sign the Amendment.

8.0 INSURANCE REQUIREMENTS

CONTRACTOR insurance requirements set out in Attachment C, Insurance Requirements, are hereby WAIVED by the Travis County Commissioners Court, upon execution of this Contract.

9.0 MISCELLANEOUS

9.1 INDEMNIFICATION. CONTRACTOR AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

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

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

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

9.5 Non-Waiver of Default.

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

9.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any law nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9.6 Forfeiture of Contract. If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement, provided, however, that this section may be waived by Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

9.7 Entire Agreement.

9.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by

Commissioners Court for County as referenced herein. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

9.7.2.1 Attachment A – Scope of Services
9.7.2.2 Attachment B – Fee Structure
9.7.2.3 Attachment C – Insurance Requirements
9.7.2.4 Attachment D – Ethics Affidavit including:
Exhibit 1 - List of Key Contracting Persons
9.7.2.5 Attachment E – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Covered Contracts

9.8 Notices:

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

9.8.2 County Address. The address of County for all purposes under this Agreement shall be:

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

9.8.3 Contractor Address. The address of CONTRACTOR for all purposes under this Agreement and for all notices hereunder shall be:

Judge W. Jeanne Meurer
19301 Moorlynch Ave.
Pflugerville, Texas 78660

And/or
6550 Donnell Pkwy
Weston, CO 81091

E-mail: meurerwj@gmail.com

9.8.4 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 8.8. Any change in the address shall be reported within fifteen (15) days of the change.

9.9 Dispute Resolution. The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

9.10 Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or person appointed by a court of competent jurisdiction for mediation as described in the Tex. Civ. Prac. and Rem. Code, Section 154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in Section 154.073, Tex. Civ. Prac. and Rem Code, unless both parties agree, in writing, to waive the confidentiality.

9.11 Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Texas.

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

9.11.2 Law and Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be in the City of Austin, Travis County, Texas.

9.11.3 Assignment. No party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that authority by Commissioners Court.

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

9.13 Interpretational Guidelines

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

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

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

9.14 Conflict of Interest. If required by Chapter 176, Tex. Loc. Gov't Code, CONTRACTOR shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. CONTRACTOR shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, CONTRACTOR shall submit an updated Questionnaire. CONTRACTOR should note that the law requires the COUNTY to provide access to a filed Questionnaire on the official Travis County Internet website.

9.15 Limitation on Liability. Notwithstanding anything herein to the contrary (a) neither CONTRACTOR nor the COUNTY will be liable to the other in connection with the services to be provided by CONTRACTOR hereunder or any matter relating to such services for any indirect, special, punitive, consequential or incidental damages, including loss of profits; and (b) CONTRACTOR will not be liable to COUNTY to the extent any claim or claims individually or in the aggregate exceed two times (2x) the total professional fees paid to CONTRACTOR for the services pursuant to the applicable Scope of Services excluding the following: claims resulting from (i) CONTRACTOR's fraud, willful misconduct or failure or refusal to comply with applicable law; (ii) CONTRACTOR's damage to tangible property; (iii) CONTRACTOR's actions that cause personal injury or death to any person; (iv) CONTRACTOR's breach of its confidentiality obligations hereunder; and (v) CONTRACTOR's

infringement of a third party's intellectual property rights (except to the extent the applicable infringement was caused by the COUNTY), in each case, in connection with the provision of the Services. This provision applies to the fullest extent permitted by applicable law and to all causes of action, including, without limitation, breach of contract, breach of warranty, negligence, strict liability, misrepresentation and other torts.

DUPLICATE ORIGINALS

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

Judge W. Jeanne Meurer	**Travis County**
_____	_____
By: _____ Name and Title (Printed)	By: Samuel T. Biscoe Travis County Judge
Date:_____	Date:_____

Approved as to Legal Form By: _____
Assistant County Attorney

Approved by Purchasing: _____
Cyd Grimes, C.P.M., CPPO Purchasing Agent

ATTACHMENT A
SCOPE OF SERVICES

Background

In 2013 the 83rd Texas Legislature enacted SB 511, which authorizes the commitment of juveniles in Travis County to a local post-adjudication secure correctional facility under Section 152.0016, Human Resources Code, and Section 54.04011, Family Code. The enabling legislation provides that juveniles in Travis County who have committed a felony offense on or after December 1, 2013, may be committed to the local facility in lieu of commitment to a state-operated facility at the Texas Juvenile Justice Department (TJJD). Once a juvenile board has established a policy authorizing the operation of a local commitment program, the juvenile board or a local juvenile probation department may operate a secure facility to confine committed juveniles, as well as a program to release such committed offenders on parole supervision. The Travis County Juvenile Board established a policy to operate the local commitment program that became effective December 1, 2013.

Through this legislation, the Travis County Juvenile Probation Department may keep juveniles committed to the program until the age of 19. Depending on the type of sentence, the legislation also provides for a hearing to either transfer a committed juvenile offender to the Texas Department of Criminal Justice (TDCJ) to serve the remainder of his or her sentence, or to transfer the person to TDCJ adult parole services.

Travis County is currently the only county in Texas operating this type of local commitment program. Through the leadership of the Travis County Commissioner's Court, the Travis County Juvenile Board, and the efforts of the Travis County Juvenile Probation Department, a comprehensive plan for services and levels of supervision has been implemented to serve juveniles who are committed to our local post-adjudication commitment program. The ISC has been in operation since 200l.

The program in Travis County is referred to as the Local Commitment Program (LCP) and any juvenile who is accepted into the program must be committed under the requirements of the new law. The enabling legislation is set to expire on December 31, 2018, unless the Legislature decides to continue or even expand the program. Evaluation and review of the LCP during this time could have a major impact on juvenile justice practices and policies statewide.

Tasks

CONTRACTOR will provide professional consulting services to assist the Department with meeting the statutory requirements for implementing the LCP by accomplishing the following tasks:

Task I:	Review recently adopted policies and procedures pertaining to the LCP to assure compliance with state standards and make appropriate recommendations to the Department and the Juvenile Board.
Task II:	Analyze and review the functions related to the development of rehabilitative services and programs to be provided through the LCP.
Task III:	Evaluate the effectiveness of the LCP through research and identification of evidence-based best practices.
Task IV:	Compile performance measures and necessary data collection to meet reporting requirements for the Department, and any local or state oversight agencies.
Task V:	Provide review of processes to ensure compliance with the statutory requirements of the LCP.
Task VI:	Participate and attend budget and fiscal planning meetings related to implementation of the LCP.
Task VII:	Serve as a resource regarding the LCP and present information to local, state and legislative bodies, and other entities.

The above-listed tasks and services may be provided by telephone, written correspondence or via e-mail. Services may also be provided in person and by remote location, as requested and agreed to by both parties.

ATTACHMENT B
FEE STRUCTURE

As compensation for satisfactory performance of requested professional consulting services detailed in Attachment A, Scope of Services, COUNTY will pay CONTRACTOR $100.00 per hour.

FEE STRUCTURE

TASK	DATE	HOURS	RATE	AMOUNT
Review LCP policies and procedures; make appropriate recommendations to the Department.				0
Analyze and review development of LCP rehabilitative services and programs.				0
Evaluate effectiveness of the LCP through research and identification of evidence-based best practices.				0
Compile performance measures and necessary data collection to meet reporting requirements for the Department, and any local or state oversight agencies.				0
Review processes to ensure compliance with statutory requirements of the LCP.				0
Participate and attend budget and fiscal planning meetings related to implementation of LCP.				0
Serve as a resource regarding LCP and present information to local, state and legislative bodies, and other entities.				0
TOTAL		**0**	**0**	**0**

ATTACHMENT C
INSURANCE REQUIREMENTS
WAIVED BY TRAVIS COUNTY COMMISSIONERS COURT

CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, Standard Insurance meeting the General Requirements as set forth below and sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards. Depending on services provided by CONTRACTOR and/or Subcontractor(s), Supplemental Insurance Requirements or alternate insurance options shall be imposed as follows:

I. General Requirements Applicable to All Contractors' Insurance.

The following requirements apply to the **CONTRACTOR and to Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. CONTRACTOR acknowledges and agrees to the following concerning insurance requirements applicable to Contractor and subcontractor(s):

A. The minimum types and limits of insurance indicated below shall be maintained throughout the duration of the Contract.

B. Insurance shall be written by companies licensed in the State of Texas with an A.M. Best rating of B+ VIII or higher.

C. Prior to commencing work under this Contract, the required insurance shall be in force as evidenced by a Certificate of Insurance issued by the writing agent or carrier. A copy of the Certificate of Insurance shall be forwarded to COUNTY immediately upon execution of this Contract.

D. Certificates of Insurance shall include the endorsements outlined below and shall be submitted to the Travis County Purchasing Agent within ten (10) working days of execution of the Contract by both parties or the effective date of the Contract, whichever comes first. The Certificate(s) shall show the Travis County contract number and all endorsements by number.

E. Insurance required under this Contract which names Travis County as Additional Insured shall be considered primary for all claims.

F. Insurance limits shown below may be written as Combined Single Limits or structured using primary and excess or umbrella coverage that follows the form of the primary policy.

G. COUNTY shall be entitled, upon its request and without expense, to receive certified copies of policies and endorsements.

H. COUNTY reserves the right to review insurance requirements during any term of the Contract and to require that CONTRACTOR make reasonable adjustments when the scope of services has been expanded.

I. CONTRACTOR shall not allow any insurance to be cancelled or lapse during any term of this Contract. CONTRACTOR shall not permit the minimum limits of coverage to erode or otherwise be reduced. CONTRACTOR shall be responsible for all premiums, deductibles and self-insured retention. All deductibles and self-insured retention shall be shown on the Certificates of Insurance.

J. Insurance coverage specified in this Contract is not intended and will not be interpreted to limit the responsibility or liability of the CONTRACTOR or subcontractor(s).

II. Specific Requirements.

The following requirements (II.A - II.E, inclusive) apply to the **CONTRACTOR and Subcontractor(s)** performing services or activities pursuant to the terms of this Contract. CONTRACTOR acknowledges and agrees to the following concerning insurance requirements applicable to CONTRACTOR and subcontractor(s):

A. Workers' Compensation and Employers' Liability Insurance

1. Coverage shall be consistent with statutory benefits outlined in the Texas Workers' Compensation Act.
2. Employers' Liability limits are
   $500,000 bodily injury each accident
   $500,000 bodily injury by disease
   $500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
   a. Waiver of Subrogation (Form 420304)
   b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limit:

$500,000* per occurrence for coverage A and B with a
   $1,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
   a. Blanket contractual liability for this Contract
   b. Independent Contractor Coverage
3. The Policy shall also include the following endorsements in favor of Travis County
4. a. Waiver of Subrogation (Form CG 2404)
   b. Thirty (30) day Notice of Cancellation (Form CG 0205)
   c. Travis County named as additional insured (Form CG 2010)

*** Supplement Insurance Requirement.** If child care, or housing arrangements for clients is provided, the required limits shall be:

$ 1,000,000 per occurrence with a
$ 2,000,000 policy aggregate

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of $300,000* per occurrence

2. Policy shall also include the following endorsements in favor of Travis County
   a. Waiver of Subrogation (Form TE 2046A)
   b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
   c. Travis County named as additional insured (Form TE 9901B)

† Alternative Insurance Requirement
If NO transportation services of any type is provided, and use of a motor vehicle is strictly limited to travel to and from work or work sites, evidence of Personal Auto Policy coverage with limits of

$ 100,000/$300,000/$50,000

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Minimum Limit: $ 1,000,000 per Occurrence

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than $5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.

2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT D
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.

2. Affiant is fully aware of the facts stated in this affidavit.

3. Affiant can read the English language.

4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".

5. Affiant has personally read Exhibit "1" to this Affidavit.

6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

_____
Signature of Affiant

_____
Address

SUBSCRIBED AND SWORN TO before me by_____on_____, 20__.

_____

Notary Public, State of _____
Typed or printed name of notary_____
My commission expires:_____

EXHIBIT A

LIST OF KEY CONTRACTING PERSONS
July 21, 2014

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	David Salazar	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Executive Assistant	Sue Spears	
Commissioner, Precinct 2	Bruce Todd	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyln Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Madison A. Gessner*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
Interim County Executive, Planning & Budget	Leroy Nellis*	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Tanya Acevedo	
Director, Records Mgment & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	

Attorney, Transactions Division.....Jennifer Kraber*
Attorney, Transactions Division.....Tenley Aldredge
Director, Health Services Division .....Beth Devery
Attorney, Health Services Division .....Prema Gregerson
Purchasing Agent .....Cyd Grimes, C.P.M., CPPO
Assistant Purchasing Agent.....Elaine Casas, J.D.*
Assistant Purchasing Agent .....Marvin Brice, CPPB
Assistant Purchasing Agent.....Bonnie Floyd, CPPO, CPPB
Purchasing Agent Assistant IV.....CW Bruner, CTP, CPPB
Purchasing Agent Assistant IV.....Lee Perry
Purchasing Agent Assistant IV.....Jason Walker
Purchasing Agent Assistant IV.....Richard Villareal
Purchasing Agent Assistant IV.....Patrick Strittmatter, CPPB
Purchasing Agent Assistant IV.....Lori Clyde, CPPO, CPPB
Purchasing Agent Assistant IV.....Scott Wilson, CPPB
Purchasing Agent Assistant IV .....Jorge Talavera, CPPO, CPPB
Purchasing Agent Assistant IV.....Loren Breland, CPPB
Purchasing Agent Assistant IV.....John E. Pena, CTPM, CPPB
Purchasing Agent Assistant IV.....Angel Gomez
Purchasing Agent Assistant IV.....Jesse Herrera, CPPB, CTPM, CTCM, CTP
Purchasing Agent Assistant III .....Shannon Pleasant, CTPM
Purchasing Agent Assistant III .....David Walch
Purchasing Agent Assistant III .....Michael Long, CPPB
Purchasing Agent Assistant III .....Sydney Ceder
Purchasing Agent Assistant III .....Ruena Victorino
Purchasing Agent Assistant III .....Rachel Fishback
Purchasing Agent Assistant II .....L. Wade Laursen
Purchasing Agent Assistant II .....Sam Francis
HUB Coordinator .....Sylvia Lopez
HUB Specialist .....Betty Chapa
HUB Specialist .....Jerome Guerrero
Purchasing Business Analyst.....Scott Worthington
Purchasing Business Analyst.....Rosalinda Garcia
Financial Manager Juvenile Probation……Sylvia Mendoza
Accountant Lead Juvenile Probation...……Michael Williams
Director, Juvenile Probation……Dr. Erin Foley
Attorney IV, Juvenile Probation……..Chris Hubner
Chief Juvenile Probation……..Estela P. Medina

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
Purchasing Business Analyst.....	Jennifer Francis..	11/29/14
Executive Assistant.....	Barbara Smith	01/15/15
Attorney, Transactions Division.....	Jim Connolly.....	02/28/15
County Executive, Planning & Budget.....	Leslie Browder...	03/31/15

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

ATTACHMENT E
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Federal Executive Order 12549 requires Travis County to screen each covered potential contractor to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor must also screen each of its covered subcontractors.

In this certification "contractor" refers to both contractor and subcontractor; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the contractor/potential contractor accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.

2. The potential contractor shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.

4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.

   Do you have or do you anticipate having subcontractors under this proposed contract?
   ____YES ____NO

5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.

6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.

7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract 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, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered contractor/potential contractor:

☐ The contractor/potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, the State of Texas, or Travis County.

☐ The contractor/potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the contractor/potential contractor must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

Name of Contractor	Vendor I.D. or Social Security No.
_____	_____
_____	_____
Signature of Authorized Representative Date	Printed/Typed Name & Title of Authorized Representative

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Scott Wilson/X-41182
Elected/Appointed Official/Dept. Head: Cyd Grimes
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 13 to Contract No. 4500000031 (H.T.E. Contract No. 07T00173VC), Securus Technologies, Inc., for inmate pay phone services.

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

  On August 28, 2007, the Commissioner's Court approved a contract with Securus Technologies, Inc., for inmate and public pay phone services. The initial term of the contract was October 1, 2007 through September 30, 2008. On October 30, 2012, the Commissioner's Court approved a contract modification which added an Inmate Video Visitation Service that was expected to generate additional revenue amounts based on 23% of the gross revenue. Each video session was projected to last up to twenty-five (25) minutes and the cost to friends and family was $20.

  At this time, Travis County Sheriff's Office (TCSO), through Information Technology Services (ITS) and Securus Technologies recommends offering a promotion to friends and family of inmates housed in Travis County facilities to use the Video Visitation Service at a reduced cost for up to one-hundred thirty-one (131) days. The proposed promotional period would be from August 22, 2014 through December 31, 2014 and the cost of a twenty-five (25) minute remote visit would be reduced from $20 to $10. During this promotional period, Travis County would continue to receive 23% of gross revenue from the video visitation sessions, receiving $2.30 from each at-home visit.

  The goals of this promotion are to reduce traffic in visitation during the upcoming scheduled construction and remodeling of the Visitation

Center at the Travis County Correctional Complex in Del Valle and to increase at-home visits.

Modification No. 12, approved by Commissioner's Court on April 1, 2014 was to temporarily reduce the cost of a video visitation from $20 to $5.

Modification No. 11, approved by the Purchasing Agent on October 3, 2013, extended the contract through October 31, 2014.

Modification No. 10, approved by Commissioner's Court on July 30, 2013, was to temporarily reduce the cost of a video visitation from $20 to $10.

Modification No. 9, approved by the Purchasing Agent on October 23, 2012, extended the contract through October 31, 2013.

Modification No. 8, approved by Commissioner's Court on October 30, 2012, added an Inmate Video Visitation Service.

Modification No. 7, approved by Commissioner's Court on April 17, 2012, added an Automated Information Services (AIS) Solution.

Modification No. 6, approved by the Purchasing Agent on October 27, 2011, extended the contract through October 31, 2012.

Modification No. 5, approved by Commissioner's Court on October 19, 2010, extended the contract for another twelve (12) months through October 31, 2011 and add the FCC2 functionality.

Modification No. 4, approved by the Purchasing Agent on September 27, 2010, extended the contract through October 31, 2010.

Modification No. 3, approved by the Purchasing Agent on September 29, 2009, extended the contract through September 30, 2010.

Modification No. 2, approved by Commissioner's Court on November 25, 2008, lowered the Annual Guarantee Revenue from $1,600,000 to $1,100,000.

Modification No. 1, approved by the Purchasing Agent on September 24, 2008, extended the contract through September 30, 2009.

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MODIFICATION OF CONTRACT NO. 4500000031 (H.T.E. Contract No. 07T00173VC) for Inmate Pay Phone Services

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST. STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: **Scott Wilson** TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: **August 6, 2014**
ISSUED TO: **Securus Technologies, Inc.** **Attn: Robert Pickens** **14651 Dallas PKWY, Ste. 600** **Dallas, Texas 75254**	MODIFICATION NO.: **13**	EXECUTED DATE OF ORIGINAL CONTRACT: **August 28, 2007**

ORIGINAL CONTRACT TERM DATES: **October 1, 2007 through September 30, 2008**

CURRENT CONTRACT TERM DATES: **November 1, 2013 through October 31, 2014**

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: $_____

Current Modified Amount $_____

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 is by Securus Technologies, Inc. ("Contractor") and Travis County, Texas ("County").

Recitals

Under Modification 8 to that contract, Contractor implemented Video Visitation in the Travis County Jail System. County and Contractor would again like to offer users of Video Visitation a reduced fee on a short term basis to encourage additional use of this functionality. Now, therefore, the Contractor and County agree as follows:

Amendment

1. . Pursuant to Attachment D, section 12, effective August 15, 2014, section 13B.5 as stated in Modification 12 is deleted in full and the following sections 13B.51 through 13B.56 are inserted in its place.

13B.51 General Rates and Conditions During this contract unless a special rates has been offered by Securus and accepted by County, the rate for VIDEO VISITATION shall be a fee of $20.00 for a 25 minute visitation for each remote visitation unless the rate is modified in compliance with this section 13B and is charged to the person scheduling the visitation. Visitation sessions may be scheduled by friends or family. On premises visitations are provided free of charge. Attorney video visitations are provided free of charge from 9:00 am to 3:00 pm on Monday through Friday. All other visits by attorneys will be charged at standard visitation rate. However; until functionality is fully developed and implemented, attorney visits will be free of charge. The time parameter functionality will be developed within 12 months of signing of contract and Statement of Work.

.

Note to Vendor:

[x] Complete and execute (sign) your portion of the signature block section below for all copies and return all signed copies to Travis County.

[ ] DO NOT execute and return to Travis County. Retain for your records.

LEGAL BUSINESS NAME: _____ BY:_____ SIGNATURE BY:_____ PRINT NAME TITLE:_____ ITS DULY AUTHORIZED AGENT	☐ DBA ☐ CORPORATION ☐ OTHER DATE:
TRAVIS COUNTY, TEXAS BY:_____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE:
TRAVIS COUNTY, TEXAS BY:_____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE:

13B.52 Initial Special Rate. During the installation period and the first three months after completion of installation of video visitation equipment in all buildings, inmates may receive one free video visitation. To receive the free visitation, inmates must enter their unique PIN number so Contractor can track which inmates have received the free visitation. After all video visitation system equipment has been installed for three (3) months, all video visitations are charged at standard rates.

13B.53 Special 2013 Promotional Rate. Where a fee applies, the rate for VIDEO VISITATION shall be a fee of $10.00 for a 25 minute visitation for each remote visitation from August 1, 2013 to September 30, 2013 inclusive.

13B.54 Special Spring 2014 Promotional Rate. In addition, for visits scheduled from April 1, 2014 to May 31, 2014, Contractor has offered and County has accepted the following promotional pricing rates:

$5.00 for a video visitation lasting from 15 to 30 minutes
$10.00 for a video visitation lasting from 45 to 60 minutes
The $5.95 transaction fee does not apply to these visits.

Contractor shall ship promotional mini-posters (8.5 inches by 11 inches) to the County jail at least two days before the promotion begins and Contractor shall add Secure Call Platform prompts to educate the inmates and the public about the promotional pricing rates during the promotion period. Prompts will include the following wording:

Friends & Family Prompt (~15 seconds):

April 1st through May 31st, Visit an inmate from the comfort of your home for only $5. Take advantage of this promotion now by going to www.securustech.net/videovisitatoin and scheduling your remote visit today!

Inmate Prompt (~15 seconds):

For a limited time, your friends & family can now visit with you from their house for only $5! Tell them to visit www.securustech.net/videovisitatoin to schedule their visit today!

13B.55 Special Autumn 2014 Promotional Rate. In addition, for visits scheduled from August 15, 2014 through December 31, 2014, Contractor has offered and County has accepted the following promotional pricing rates:

$10.00 for a video visitation lasting for 25 minutes or less
The $5.95 transaction fee does not apply to these visits.

MODIFICATION OF CONTRACT NO. 4500000031 for Inmate Pay Phone Services

Contractor shall ship promotional mini-posters (8.5 inches by 11 inches) to the County jail at least two days before the promotion begins and Contractor shall add Secure Call Platform prompts to educate the inmates and the public about the promotional pricing rates during the promotion period. Prompts will include the following wording:

Friends & Family Prompt (~15 seconds):

August 15th through December 31st, Visit an inmate from the comfort of your home for only $10. Take advantage of this promotion now by going to www.securustech.net/videovisitatoin and scheduling your remote visit today!

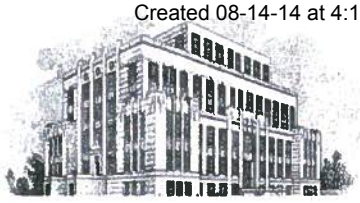
Inmate Prompt (~15 seconds):

For a limited time, your friends & family can now visit with you from their house for only $10! Tell them to visit www.securustech.net/videovisitatoin to schedule their visit today!

13B.56 Special Promotional Campaign Rates. For special promotional campaign rates offered by Contractor after December 31, 2014, if acceptance of the promotional rate is recommended by the Contract Administrator, the County Purchasing Agent may execute a modification accepting the rate and detailing the other conditions applicable to the promotional campaign.

2.0 INCORPORATION OF CONTRACT AND RATIFICATION. Contractor and County hereby incorporate this amendment into the contract as amended by Modifications One, Two, Three, Four, Five, Six, Seven, Eight, Nine, Eleven and Twelve as amended in this modification. Contractor and County hereby ratify all of the terms and conditions of the Contract as amended.

Created 08-14-14 at 4:18 pm



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES
Tanya Acevedo, Chief Information Officer
700 Lavaca, Suite 501A, Austin, TX 78701 (512) 854-8685 Fax (512) 854-4401

MEMORANDUM

DATE: **August 13, 2014**

TO: **Cyd Grimes, C.P.M.-Travis County Purchasing Agent**

FROM: **Tanya Acevedo, Chief Information Officer**

SUBJECT: **Recommendation to offer a promotion to reduce the cost of Inmate Video Visitation from $20.00 to $10.00 through December 31, 2014 to allow friends and family an opportunity to use the service at a reduced cost**

Proposed Motion:
Recommendation to offer an opportunity for inmate friends and families to use remote Video Visitation for up to four and one half months at a reduced cost of $10.00 for a 25 minute visit.

Summary and Staff Recommendation:
Travis County Sheriff Office, through ITS and Securus, recommends offering a promotion to the friends and families of inmates housed in Travis County facilities to use the Securus Video Visitation system at a reduced cost for up to four months. The proposed promotional trial period would be from 8/22/14 through 12/31/14. TCSO and Securus have offered to reduce the price of a 25 minute remote visit from $20.00 to $10.00 during this promotional period. The goal of this promotion is to reduce facility costs and pedestrian traffic at visitation areas by increasing remote video visits.

There is a recommended modification to the contract that any promotion to reduce the video visitation rates after December 31, 2014 may be executed by the Travis County Purchasing Agent, through a contract modification accepting the new reduced rates and providing the details of the conditions of the promotion. However, if Securus requests to increase rates for video visitation, that action would require the approval of the Commissioner's Court.

Budgetary and Fiscal Impact:
During this four and one half month promotional period, Travis County will continue to receive 23% of revenue from video visitations. At-home visits will cost $10.00 per 25 minute visit giving Travis County $2.30 per each $10.00 at-home visit.

Issues and Benefits:
The promotional period will offer friends and families an opportunity to visit inmates from the visitor's home or other designated place at a 50% reduced rate. Staff analysis shows that at the current $20.00 rate, friends and families are not able to reap the benefit of what the video visitation program offers for the inmates. The average number of monthly video visits increases substantially when rates are reduced. In addition to reducing facility costs in transporting inmates and travel costs for friends and families, video visits can be prescheduled, reducing time that friends and families have to wait for a visit.

Altogether, having more video visits will increase communications between inmates and family members, a valid strategy for reducing recidivism, and decrease civilian traffic flow at Travis County correctional facilities.

Background:

Securus has served Travis County as its inmate phone vendor for more than 10 years. The current agreement was approved by Commissioners Court on August 28, 2007 pursuant to RFP # P070173-VC issued on April 2, 2007. The agreement provides Travis County with an annual guaranteed payment from prepaid commissions for inmate phone services, commissions from pay phones and video visitation sessions at County facilities, and funding for a Contract Liaison employee. This service provides telephone access privileges for Travis County inmates and additionally serves as a management tool for inmate populations. The last reduced-rate promotion period for Securus Video Visitation (75% reduction) approved by Commissioners Court in March 2014.

Required Authorizations:

LEGAL:	Barbara Wilson, County Attorneys Office
PURCHASING:	Bonnie Floyd, Scott Wilson, Purchasing Department
BUDGET:	Katie Gipson, Alan Miller, Planning and Budget Office

Cc: Sheriff Greg Hamilton, TCSO; Major Wes Priddy, TCSO; Captain Lisa Brown, TCSO; Walter LaGrone, Bruni Cruz, Leticia Marquez, Jon Haenning, ITS

Travis County Commissioners Court Agenda Request

Meeting Date: August 12, 2014
Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619
Division Director/Manager: Donald W. Ward, P.E., Assistant Public Work Driector - Road and Bridge Division

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 the acceptance of Bronc Drive within Northview Hills, Section Three - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
Northview Hills, Section Three was recorded on April 19, 1976 at Volume 74, Page 56. Bronc Drive within this subdivision is the last street to be accepted for maintenance. It will be accepted under the regulations of the Standards for Construction of Streets and Drainage in Subdivisions approved by Commissioners Court August 28, 1997, in which the subdivision is accepted before the one-year performance period has ended. However, County staff will not require a performance period.

Bronc Drive is accessed from Yucca Drive, a street maintained by Travis County. This action will add an overall total of 0.03 miles to the Travis County road system.

STAFF RECOMMENDATIONS:
TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES:
The streets within this subdivision have been accepted at different times since the platting of the Northview Hills, Section Three subdivision. Bronc Drive, however, has yet to be accepted and currently is not to standard. Over the years the County has performed periodic maintenance on Bronc Drive even though it was never formally accepted. This motion is to remedy that oversight so that the County can properly bring the street up to current standards.

FISCAL IMPACT AND SOURCE OF FUNDING:
N/A.

ATTACHMENTS/EXHIBITS:

List of Streets
Location Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Inspector	Development Services	(512)-854-3314
Stacey Scheffel	Program Manager	TNR Permits	(512)-854-7565

SM:AB:ps
1101 - Development Services Long Range Planning - Northview Hills, Section Three - Bronc Drive

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Don Perryman **Phone #:** (512) 974-2786
Division Director/Manager: Anna Bowlin, Division Director Development Services Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: Commissioner Todd, Precinct Two
Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Consider and take appropriate action on the Tipco Preliminary Plan (consisting of 24 lots on 85.27 acres; 20 single-family lots, 3 open space/water quality lots, and 1 lot of 3,890 linear feet of private streets).

BACKGROUND/SUMMARY OF REQUEST:

The subject property consists of Tipco Preliminary Plan, and is located in the City of Austin's 2-mile ETJ. It proposes 20 single-family lots, 3 open space/water quality/drainage lots, and 1 private street lot on 85.27 acres. There are 3,890 linear feet of private streets with two gates proposed with this development. The property will take access to Far Gallant road (City of Austin full purpose), Scenic View Drive, and Petticoat Lane (non-maintained Travis County roads). On June 10, 2014, Travis County's Commissioners Court approved a request by the applicant to allow for private streets. The City of Austin Zoning and Platting Commission approved the preliminary plan at their meeting held on July 1, 2014.

STAFF RECOMMENDATIONS:

This preliminary plan meets all single-office regulations and was approved by the City of Austin Zoning and Platting Commission. The single-office staff recommends approval of the preliminary plan.

ISSUES AND OPPORTUNITIES:

Staff has received requests from adjacent property owners to be included as interested parties. The applicant has met repeatedly with two adjoining neighborhood associations; as a result of these meetings the applicant has agreed to a private restrictive covenant and other commitments. The commitments made to the neighborhood are summerized below:

Commitments made to the Davenport Ranch Neighborhood Association:
1. Private drive will be constructed no closer than 40 feet from the adjacent property lines of Lots 1 and 2.

2. Provide a landscape buffer or natural buffer between the private drive and Lots 1 and 2.
3. Limit the height of homes to 40 feet and further limit the height of homes on Lots 4 and 5 to 38 feet.
4. If applied for by a resident and permitted, install traffic calming measures at the completion of the subdivision infrastructure construction.
5. Designate a subdivision construction representative to meet with the DR Association representative on a regular basis.
6. The private drive, security gate, and landscape/natural area buffer will be part of the subdivision restrictive covenant and maintained by the HOA.

Commitments made to the neighbors Along Scenic View Drive:
1. Prior to subdivision infrastructure construction, clean and re-grade Scenic View road-side ditches so that storm water from Scenic View Drive flows to and through existing culvert pipes.
2. Prior to subdivision infrastructure construction, trim trees and shrubs to eliminate "blind corners" along Scenic View Drive.
3. Monitor roadways during construction, patch pot holes, and clear the roadway of spilled concrete and other construction debris on a weekly basis.
4. Designate a subdivision construction representative to meet with a designated representative of the Scenic View Drive neighbors on a regular basis.
5. At the completion of subdivision infrastructure construction, re-pave Scenic View Drive with 1½ inches of asphalt.
6. If applied for by a resident and permitted, install a "No Outlet" or "Dead End" sign at the entrance of Scenic View Drive, install a 25 mile per hour speed limit sign, place a speed hump on Scenic View Drive at the intersection with The High Road, and a speed hump on both sides of the intersection.
7. The private drive and security gate will be part of the subdivision restrictive covenant and maintained by the HOA.
8. Contribute $1,000 annually toward the maintenance of Scenic View Dr. for a period of 10 years or until the maintenance of Scenic View Dr. is assumed by a governmental or quasi-governmental entity.

During the Zoning and Platting public hearing, several residents spoke primarily about their concerns over construction traffic. The applicant promised to work with the neighborhood during construction to help find solutions to any problems that may arise. Staff is not aware of any unresolved issues between the neighborhoods and the applicant.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

ATTACHMENTS/EXHIBITS:

Location Map
Precinct Map
Copy of Preliminary Plan with Private Streets
Supplemental exhibits: Letter to Davenport Ranch, Letter to Scenic View, and Propose Restrictive Covenant/Declaration

REQUIRED AUTHORIZATIONS:

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

CC:

SM:AB:sw
1101 - Development Services Long Range Planning - Tipco Preliminary Plan

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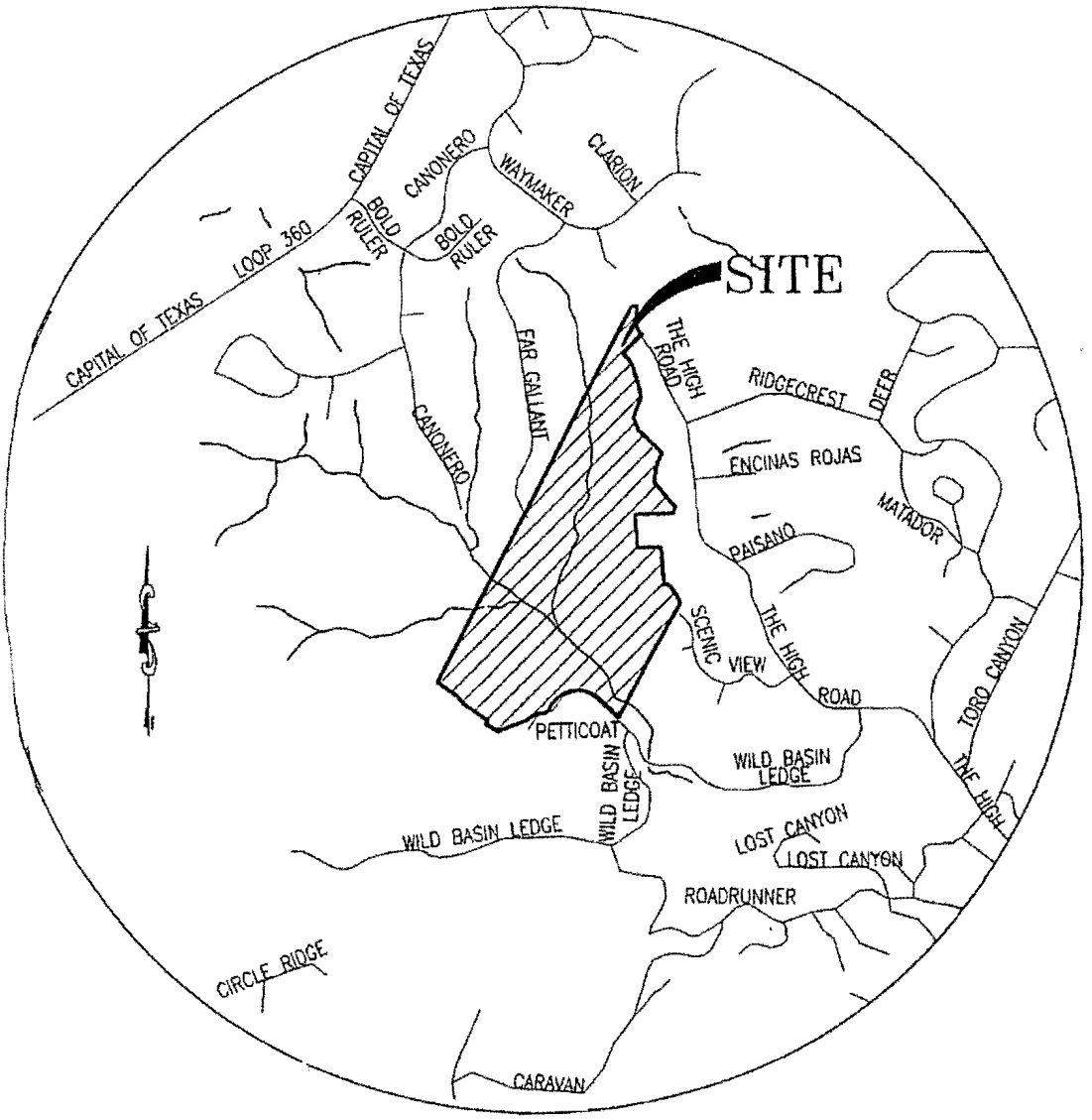
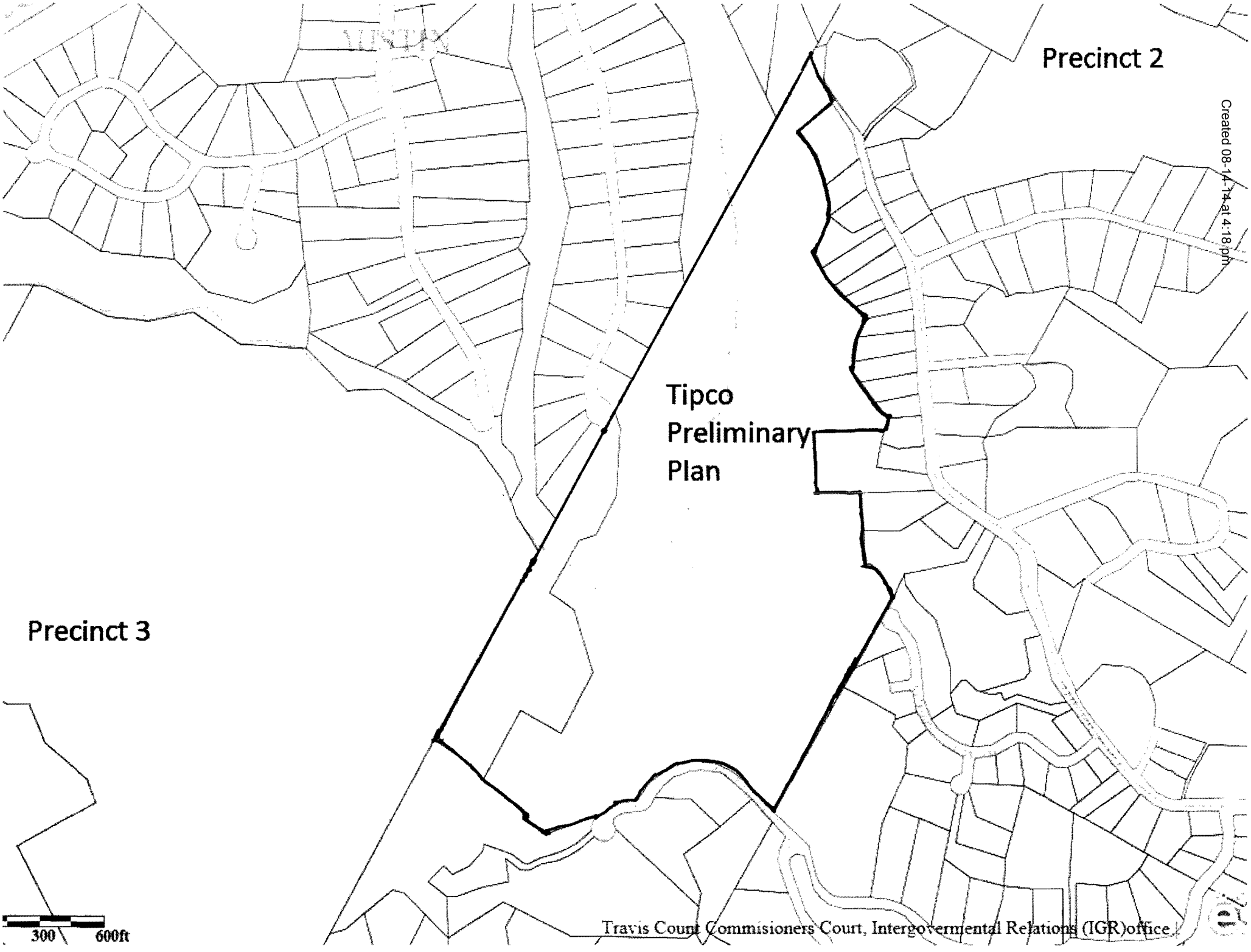


LOCATION MAP

NOT TO SCALE


Precinct 2
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Tipco
Preliminary
Plan
Precinct 3
300
600ft
Travis Count Commisioners Court, Intergovermental Relations (IGR)office.

COATS | ROSE

A Professional Corporation

JOHN M JOSEPH

jmjoseph@coatsrose.com
Direct Dial
512.541.3593

May 9, 2014

Via Email
Joe H. Thrash
Chair, Architectural Review Board
Davenport Ranch Neighborhood Association
4157 Westlake Dr.
Austin, Texas 78746

Re: Tipco Subdivision
Case No. C8J-2013-0148

Dear Mr. Thrash:

Thank you for your recent communication dated May 3, 2014. My prior letter was to address the neighbors' concerns. As I have previously advised you, my client is generally in agreement with the recitations in the letter from Mr. Larry Eisenberg, and my client is interested in securing the Davenport Ranch Neighborhood Association (the "Association") support.

To reiterate my client's position:

1. A private drive will be constructed no closer than 40 feet from the adjacent property lines of Lot 1, Block B, Davenport Ranch Phase 7, Section 3, Amended, owned by Jubayer & Momena Ahmed and Lot 2, Block B, Davenport Ranch Phase 7, Section 3, Amended, owned by J. Kay Trostle & Joe H. Thrash of Davenport Ranch.

2. My client has offered a landscape plan, including the elements Mr. Eisenberg mentioned in his letter dated March 11, 2014, for a vegetative buffer between the private drive and the above-mentioned Lots 1 and 2 of Davenport Ranch. Or, as an alternative to the landscaped buffer, the area between the private road and their lots could be maintained in an undisturbed and natural manner. Please advise whether the Association and/or the adjacent property owners prefer an undisturbed vegetative buffer or the offered landscaped area.

We are generally in agreement with the landscape berm within the landscape buffer, as long as it can be done without creating drainage issues and does not require any variances from the City or County. Of course, the maintenance of this landscape buffer will be the obligation of the Tipco neighborhood association. Please advise whether the Association and/or adjacent property owners prefer the berm.

3. A restrictive covenant for this development will limit the height of homes to 40 feet and further limit the height of homes to 35 feet above the elevation of the private drives.

4. The developer will require that: (a) for all homes built west of the drainage way construction access will be off of Far Gallant, and (b) for all homes built east of the drainage way construction access will be off of Scenic View Drive.

5. The developer will install traffic calming measures, if these measures are approved by the City and the neighbors, at the completion of the subdivision infrastructure construction, in the form of speed bumps on Far Gallant just inside the intersection with Waymaker. Please advise whether the Association requests we pursue the approval of traffic calming measures.

6. My client will designate a subdivision construction representative to meet with the Association representative on a regular basis to confirm that construction debris, if any, is removed from Far Gallant during the construction phase of the project.

Although the accommodations are not conditioned on the Association and neighbor support, we welcome their support.

To answer a specific question you raised in your letter, if the variances are not granted the subdivision will likely proceed with the same number of homes on a public street following the same lot layout as currently proposed. The difference being that the street would be public and there would be no gates. With respect to your comment regarding density of the development, the density proposed is 0.23 residential units per acre which is far less than the density of the existing residential development along Far Gallant which is 0.84 residential units per acre.

Please let me know if you have any or comments and whether your group would like to meet with us again. We look forward to working with you.

Very Truly Yours,

John M. Joseph

cc: The Honorable Judge Sam Biscoe
Travis County Commissioner Gerald Daugherty
Don Perryman, Travis County Case Manager
Kam Kronenberg
Charles Brigance
Larry Eisenberg, President Davenport Ranch Neighborhood Association
Davenport Ranch Neighborhood Association

COATS | ROSE

A Professional Corporation

JOHN M. JOSEPH

jmjoseph@coatsrose.com
Direct Dial
512.541.3593

June 4, 2014

Via Email
David Ruehlman
Stratus Properties, Inc.
2121 Lavaca St., Ste. 300
Austin, Texas 78701

Re: Tipco Subdivision
Case No. C8J-2013-01448

Dear Dave,

Following is my understanding of the accommodations and the neighbor's agreement.

In exchange for you and your neighbors advising the Travis County Commissioner's Court of your support for the above-referenced variance requests and the pending preliminary plan application, and appearing at the Commissioner's Court hearing to show your support, my client agrees to the following:

1. Prior to infrastructure construction within the referenced subdivision, to clean and re-grade Scenic View road-side ditches so that storm water from Scenic View Drive flows to and through existing culvert pipes.
2. Prior to infrastructure construction within the referenced subdivision, to trim trees and shrubs to eliminate "blind corners" along Scenic View Drive.
3. Monitor the roadway during subdivision construction and patch pot holes and clear the roadway of spilled concrete and other construction debris on a weekly basis.
4. Meet with a designated representative of the Scenic View Drive neighbors on a regular basis to make sure the roadway is being maintained according to our agreement.
5. At the end of the subdivision construction, re-pave Scenic View Drive with 1 and ½ inches of asphalt. Our client will also make available the repaving contractor, so that the neighbors, at their expense, may repave Twilight Ridge at the same time.
6. If directed to do so by the neighborhood representative and if approved by Travis County TNR, install a "No Outlet" of "Dead End" sign at the entrance of Scenic

View Drive, install a 25 mile per hour speed limit sign, place a speed hump on Scenic View Drive at the intersection with The High Road, and a speed hump on both sides of the intersection of Scenic View at its intersection with Twilight Ridge.

7. Contribute to a fund, designated by the neighbors, $1,000 annually for the maintenance of Scenic View Drive, for a period of ten years or until the maintenance of Scenic View Drive is assumed by some governmental entity whichever event occurs first in time.

Please let me know if I have accurately related the agreement between you, your neighbors and my client. If you should have any questions or suggestions, please do not hesitate to contact me.

Sincerely,

John M. Joseph

AFTER RECORDING RETURN TO:

JOSHUA D. BERNSTEIN, ESQ.
ARMBRUST & BROWN, PLLC
100 CONGRESS AVE., SUITE 1300
AUSTIN, TEXAS 78701

SCENIC VIEW

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Travis County, Texas

DECLARANT: WWDC DEVELOPMENT CORP., a Texas corporation

SCENIC VIEW

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

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SCENIC VIEW
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

This Scenic View – Declaration of Covenants, Conditions and Restrictions (this "**Declaration**") is made by **WWDC DEVELOPMENT CORP.**, a Texas corporation ("**Declarant**"), and is as follows:

RECITALS:

A. Declarant is the owner of real property located in Travis County, Texas, said property being more particularly described on Exhibit "A", attached hereto and incorporated herein by reference (the "**Property**").

B. Declarant desires to create and carry out a uniform plan for the development, improvement and sale of the Property.

NOW, THEREFORE, it is hereby declared that: (i) the Property (or any portion thereof) will be held sold, conveyed, and occupied subject to the following covenants, conditions and restrictions, which will run with the Property and will be binding upon all parties having right, title, or interest in or to such portions of the Property or any part thereof, their heirs, successors, and assigns and will inure to the benefit of each owner thereof; (ii) each contract or deed conveying all or any portion of the Property will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not the same are set out in full or by reference in said contract or deed.

This Declaration uses notes (text set apart in boxes) to illustrate concepts and assist the reader. If there is a conflict between any note and the text of the Declaration, the text will control.

ARTICLE 1
DEFINITIONS

1.01 **Definitions**. Unless the context otherwise specifies or requires, the following words and phrases when used in this Declaration will have the meanings hereinafter specified:

(a) "**Architectural Design Guidelines**" means the standards adopted by the Architectural Reviewer, if any, for design, construction, landscaping, and exterior items placed on any Lot.

(b) "**Architectural Reviewer**" means the entity vested with the right to review and approve proposed construction within the Property in accordance with the terms of *Article 7*.

(c) "**Assessable Lot**" means all of the Lots in the Property, SAVE AND EXCEPT Lot 16 and Lot 17 therein.

(d) "**Assessment**" or "**Assessments**" means assessments imposed by the Association under this Declaration.

(e) "**Assessment Unit**" has the meaning set forth in *Section 6.09*.

(f) "**Association**" means the Scenic View Homeowners Association, Inc., a Texas non-profit corporation, which has been created to exercise the authority and assume the powers specified in *Article 3* and elsewhere in this Declaration.

(g) "**Board**" means the Board of Directors of the Association.

(h) "**Bulk Rate Contract**" or "**Bulk Rate Contracts**" means one or more contracts which are entered into by the Association for the provision of utility services or other services of any kind or nature to the Lots. The services provided under Bulk Rate Contracts may include, without limitation, cable television services, telecommunications services, internet access services, "broadband" services, security services, trash pick-up services, propane service, natural gas service, lawn maintenance services and any other services of any kind or nature which are considered by the Board to be beneficial.

(i) "**Bylaws**" means the Bylaws of the Association as adopted and as amended from time to time.

(j) "**Certificate**" means the Certificate of Formation of the Association, filed in the Office of the Secretary of State of Texas, as the same may be amended from time to time.

(k) "**Community Facilities**" means property and facilities that the Association owns or in which it otherwise holds possessory or use rights for the common use or benefit of more than one Lot. The Community Facilities also include any property that the Association holds possessory rights under a lease, license or any easement in favor of the Association. Some Community Facilities will be for the common use and enjoyment of the Property's residents, e.g., internal pocket parks, while some portion of the Community Facilities may be for the use and enjoyment of the public, e.g., open space, parks, and recreational facilities. Open space, parks, and recreational facilities dedicated to the public may be classified as Community Facilities under this Declaration to permit the Association to provide maintenance services to such facilities. Declarant, from time to time and at any time, may designate Community Facilities. However, the Community Facilities will include, in any event, all private roadways and entry gates within the Property.

(l) "**Declarant**" means **WWDC DEVELOPMENT CORP.**, a Texas corporation, its successors or assigns; provided that any assignment(s) of the rights of Declarant must be expressly set forth in writing and recorded in the Official Public Records of Travis County, Texas.

(m) "**Development Period**" means the period in which Declarant owns all or any portion of the Property.

(n) "**Homebuilder**" means an Owner (other than the Declarant) who acquires a Lot for the construction of a single family residence for resale to a third party.

(o) "**Improvement**" means every structure and all appurtenances of every type and kind, whether temporary or permanent in nature, including, but not limited to, buildings, outbuildings, storage sheds, patios, tennis courts, sport courts, recreational facilities, swimming pools, putting greens, garages, driveways, parking areas and/or facilities, storage buildings, sidewalks, fences, gates, screening walls, retaining walls, stairs, patios, decks, walkways, landscaping, mailboxes, poles, signs, antennae, exterior air conditioning equipment or fixtures, exterior lighting fixtures, water softener fixtures or equipment, and poles, pumps, wells, tanks, reservoirs, pipes, lines, meters, antennas, towers and other facilities used in connection with water, sewer, gas, electric, telephone, regular or cable television, or other utilities.

(p) "**Lot**" means any portion of the Property designated by Declarant or as shown as a subdivided lot on a Plat other than Community Facilities.

(q) "**Manager**" has the meaning set forth in *Section 4.05(h).*

(r) "**Members**" means every person or entity that holds membership privileges in the Association.

(s) "**Mortgage**" or "**Mortgages**" means any mortgage(s) or deed(s) of trust securing indebtedness and covering any Lot.

(t) "**Mortgagee**" or "**Mortgagees**" means the holder(s) of any Mortgage(s).

(u) "**Owner**" means the person(s), entity or entities, including Declarant, holding all or a portion of the fee simple interest in any Lot, but does not include the Mortgagee under a Mortgage prior to its acquisition of fee simple interest in such Lot pursuant to foreclosure of the lien of its Mortgage.

(v) "**Plat**" means a subdivision plat of any portion of the Property as recorded in the Official Public Records of Travis County, Texas, and any amendments thereto.

(w) "**Property**" means all of that certain real property described on Exhibit "A", attached hereto, subject to such additions thereto and deletions therefrom as may be made pursuant to *Section 10.03* and *Section 10.04* of this Declaration.

(x) "**Restrictions**" means this Declaration, the Architectural Design Guidelines, Bylaws, and any rules and regulations promulgated by the Association

pursuant to this Declaration, as adopted and amended from time to time. See *Table 1* for a summary of the Restrictions.

TABLE 1: RESTRICTIONS	
Declaration: (recorded)	Creates obligations that are binding upon the Association and all present and future owners of all or any portion of the Property.
Certificate of Formation: (filed with the Secretary of State)	The Certificate of Formation of the Association, which establish the Association as a not-for-profit corporation under Texas law.
Bylaws: (adopted by the Association)	The Bylaws of the Association which govern the Association's internal affairs, such as elections, meetings, etc.
Architectural Design Guidelines: (if adopted)	The design standards and architectural and aesthetics guidelines adopted pursuant to *Article 7*, if any, which govern new construction of Improvements and modifications thereto.
Rules: (adopted by the Board of the Association)	The use restrictions and rules of the Association adopted pursuant to *Section 4.05(a)*, which regulate use of property, activities, and conduct within the Property.
Board Resolutions: (adopted by the Board of the Association)	The resolutions adopted by Board which establish rules, policies, and procedures for internal governance and activities of the Association.

ARTICLE 2
GENERAL RESTRICTIONS

2.01 **General.** Except as otherwise provided in this *Section 2.01*, all Lots will be owned, held, encumbered, leased, used, occupied and enjoyed subject to the applicable conditions, restrictions, reservations, and easements contained in the Restrictions.

In addition to the terms of the Restrictions, the Property is also subject to any additional covenants, conditions, restrictions, and easements filed of record in the Official Public Records of Travis County, Texas. Ordinances, requirements and regulations imposed by applicable governmental and quasi-governmental authorities are applicable to all Lots. Compliance with the Restrictions is not a substitute for compliance with such ordinances, requirements and regulations. Please be advised that the Restrictions do not purport to list or describe each restriction that may be applicable to a Lot. Each Owner is advised to review all encumbrances affecting the use and improvement of their Lot prior to submitting plans to Architectural Reviewer for approval. Furthermore, approval by the Architectural Reviewer should not be construed by an Owner as indicating that any Improvement complies with the terms and

provisions of all encumbrances which may affect the Owner's Lot. Certain encumbrances may benefit parties whose interests are not addressed by Architectural Reviewer.

NOTWITHSTANDING THE FOREGOING, OR ANY PROVISION THIS DECLARATION OR ANY OF THE OTHER RESTRICTIONS TO THE CONTRARY, IN NO EVENT SHALL LOT 18 IN THE PROPERTY BE SUBJECT TO: (I) THE COVENANTS, CONDITIONS AND RESTRICTIONS SET FORTH IN THIS ARTICLE 2, IN ARTICLE 3, IN ARTICLE 5, OR IN ARTICLE 7 OF THIS DECLARATION, NOR TO ANY TERMS OR PROVISIONS SET FORTH IN ANY ARCHITECTURAL DESIGN GUIDELINES OR RULES.

2.02 **Conceptual Plans**. All master plans, site plans, brochures, illustrations, information and marketing materials relating to the Property (collectively, the "**Conceptual Plans**") are conceptual in nature and are intended to be used for illustrative purposes only. The land uses reflected on the Conceptual Plans are subject to change at any time and from time to time, and it is expressly agreed and understood that land uses within the Property may include uses which are not shown on the Conceptual Plans. Neither Declarant nor any Homebuilder or other developer of any portion of the Property makes any representation or warranty concerning such land uses and it is expressly agreed and understood that no Owner will be entitled to rely upon the Conceptual Plans in making the decision to purchase any land or Improvements within the Property. Each Owner acknowledges that the Property is a master planned community, the Property of which is likely to extend over many years, and agrees that the Association will not engage in, or use Association funds to support, protest, challenge, or make any other form of objection to changes in the Conceptual Plans.

2.03 **Subdividing**. No Lot shall be further divided or subdivided, nor may any easements or other interests therein less than the whole be conveyed by the Owner thereof, without the prior written approval of the Architectural Reviewer; provided, however, that when Declarant is the Owner thereof, Declarant may further divide and subdivide any Lot and convey any easements or other interests less than the whole, all without the approval of the Architectural Reviewer.

2.04 **Hazardous Activities**. No activities may be conducted on or within the Property and no Improvements constructed on any portion of the Property which, in the opinion of the Declarant during the Development Period, and the Board thereafter, are or might be unsafe or hazardous to any person or property. Without limiting the generality of the foregoing, no firearms or fireworks may be discharged upon any portion of the Property unless discharged in conjunction with an event approved in advance by Declarant during the Development Period, and the Board thereafter, and no open fires may be lighted or permitted except within safe and well-designed fireplaces or in contained barbecue units while attended and in use for cooking purposes. No portion of the Property may be used for the takeoff, storage, or landing of aircraft (including, without limitation, helicopters) except for medical emergencies.

2.05 **Insurance Rates**. Nothing shall be done or kept on the Property which would increase the rate of casualty or liability insurance or cause the cancellation of any such insurance

on the Community Facilities or the Improvements located thereon, without the prior written approval of Declarant during the Development Period and the Board thereafter.

2.06 **Mining and Drilling**. No portion of the Property may be used for the purpose of mining, quarrying, drilling, boring, or exploring for or removing oil, gas, or other hydrocarbons, minerals of any kind, rocks, stones, sand, gravel, aggregate, or earth. This provision will not be construed to prevent the excavation of rocks, stones, sand, gravel, aggregate, or earth or the storage of such material for use as fill provided that such activities are conducted in conjunction with the construction of Improvements and/or the development of the Property. Furthermore, this provision will not be interpreted to prevent the drilling of water wells approved in advance by the Architectural Reviewer which are required to provide water to all or any portion of the Property. All water wells must also be approved in advance by any applicable regulatory authority.

2.07 **Noise**. Except as otherwise provided herein, no exterior speakers, horns, whistles, bells, or other sound devices (other than security devices used exclusively for security purposes or residential outdoor speakers) shall be located, used, or placed on any of the Property. No noise or other nuisance shall be permitted to exist or operate upon any portion of the Property so as to be offensive or detrimental to any other portion of the Property or to its occupants. Without limiting the generality of the foregoing, if any noise or nuisance emanates from any Improvement on any Lot, the Association may (but shall not be obligated to) enter any such Improvement and take such reasonable actions necessary to terminate such noise (including silencing any burglar or break-in alarm). Residential outdoor speakers are only permitted within the rear yard of each Lot and placed in such a manner so as to minimize their effect upon any other portion of the Property or its occupants and the operation thereof shall be specifically subject to this Section. The "rear yard" for the purposes of this provision means the yard area in the rear or posterior to the residence constructed on the Lot. In the event of any dispute regarding what portion of the Lot constitutes the "rear yard," the opinion of the Architectural Reviewer will be final, binding and conclusive.

2.08 **Animals - Household Pets**. No animals, including pigs, hogs, swine, poultry, fowl, wild animals, horses, cattle, sheep, goats, or any other type of animal not considered to be a domestic household pet within the ordinary meaning and interpretation of such words may be kept, maintained, or cared for on or within the Property. No Owner may keep a dangerous or exotic animal, trained attack dog, or any other animal deemed by the Board to be a potential threat to the well-being of the people or other animals. No animal may be kept, bred or maintained for any commercial purpose or for food. No animal will be allowed to make an unreasonable amount of noise, or to become a nuisance, and no animal will be allowed within the Property other than on the Lot of its Owner unless confined to a leash or otherwise restrained or contained. No animal will be allowed to run at large. No animal may be stabled, maintained, kept, cared for, or boarded for hire or remuneration within the Property, and no kennels or breeding operation will be allowed. Except as otherwise provided herein, at all times animals must be kept within fenced or enclosed areas, which must be clean, sanitary, and reasonably free of refuse, insects, and waste. All fencing and outdoor enclosed areas

constructed hereunder must be: (i) constructed in accordance with materials, plans, and specifications in conformance with the terms and provisions of this Declaration, any applicable Architectural Design Guidelines and any additional conditions imposed by the Architectural Reviewer; (ii) of reasonable design and construction to adequately fence and/or enclose such animals in accordance with the provisions hereof; (iii) screened so as not to be visible from any other portion of the Property, and (iv) approved in advance and in writing by the Architectural Reviewer. All pet waste will be removed and appropriately disposed of by the Owner of the pet. All pets must be registered, licensed and inoculated as required by law.

2.09 **Rubbish and Debris**. No rubbish or debris of any kind may be placed or permitted to accumulate on or within the Property, and no odors will be permitted to arise therefrom so as to render all or any portion of the Property unsanitary, unsightly, offensive, or detrimental to any other property or to its occupants. Refuse, garbage, and trash must be kept at all times in covered containers, and such containers must be kept within enclosed structures or appropriately screened from view. Each Owner will contract with an independent disposal service to collect all garbage or other wastes, if such service is not provided by a governmental entity or the Association.

2.10 **Maintenance**. The Owners of each Lot shall jointly and severally have the duty and responsibility, at their sole cost and expense, to keep their entire Lot and all Improvements thereon in good condition and repair and in a well-maintained, safe, clean and attractive condition at all times. The Architectural Reviewer, in its sole discretion, shall determine whether a violation of the maintenance obligations set forth in this Section has occurred. Such maintenance includes, but is not limited to the following, which shall be performed in a timely manner, as determined by the Architectural Reviewer, in its sole discretion:

(a) Prompt removal of all litter, trash, refuse, and wastes;

(b) Lawn mowing;

(c) Tree and shrub pruning;

(d) Watering;

(e) Keeping exterior lighting and mechanical facilities in working order;

(f) Keeping lawn and garden areas alive, free of weeds, and attractive;

(g) Keeping planting beds free from turf grass;

(h) Keeping sidewalks and driveways in good repair;

(i) Complying with all government, health and police requirements;

(j) Repainting of Improvements; and

(k) Repair of exterior damage, and wear and tear to Improvements.

2.11 **Antennae**. Except as expressly provided below, no exterior radio or television antennae or aerial or satellite dish or disc, nor any solar energy system, shall be erected, maintained or placed on a Lot without the prior written approval of the Architectural Reviewer; provided, however, that:

(a) An antenna designed to receive direct broadcast services, including direct-to-home satellite services, that is one meter or less in diameter; or

(b) An antenna designed to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services, and local multipoint distribution services, that is one meter or less in diameter or diagonal measurement; or

(c) An antenna that is designed to receive television broadcast signals;

(collectively, (i) through (iii) are referred to herein as the "**Permitted Antennas**") will be permitted subject to reasonable requirements as to location and screening as may be set forth in rules adopted by the Architectural Reviewer, consistent with applicable law, in order to minimize obtrusiveness as viewed from streets and adjacent property. Declarant and/or the Association will have the right, but not the obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or any portion of the Development.

2.12 **Location of Permitted Antennas.** A Permitted Antenna may be installed solely on the Owner's Lot and shall not encroach upon any street, Community Facilities or any other portion of the Property. A Permitted Antenna shall be installed in a location on the Lot from which an acceptable quality signal can be obtained and where least visible from the street and the Property, other than the Lot. In order of preference, the locations of a Permitted Antenna which will be considered least visible by the Architectural Reviewer are as follows:

(a) Attached to the back of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street; then

(b) Attached to the side of the principal single-family residence constructed on the Lot, with no part of the Permitted Antenna any higher than the lowest point of the roofline and screened from view of adjacent Lots and the street.

The Architectural Reviewer may, from time to time, modify, amend, or supplement the rules regarding installation and placement of Permitted Antennas.

2.13 **Signs**. No sign of any kind may be displayed to the public view on any Lot without the prior written approval of the Architectural Reviewer, except for:

(a) signs erected by the Declarant or erected with the advance written consent of the Declarant;

(b) one small security service sign per Lot, provided that the sign has a maximum face area of two (2) square feet and is located no more than five (5) feet from the front elevation of the principal residence constructed upon the Lot;

(c) permits as may be required by applicable law;

(d) a religious item on the entry door or door frame of a residence (which may not extend beyond the outer edge of the door frame), provided that the size of the item(s), individually or in combination with other religious items on the entry door or door frame of the residence, does not exceed twenty-five (25) square inches;

(e) one (1) temporary "For Sale" or "For Lease" sign per Lot, provided that the sign will be limited to: (a) a maximum face area of five (5) square feet on each visible side and, if free standing, is mounted on a single or frame post; (b) an overall height of the sign from finished grade at the spot where the sign is located may not exceed four (4) feet; and (c) the sign must be removed within two (2) business days following the sale or lease of the Lot;

(f) political signs may be erected provided the sign: (i) is erected no earlier than the 90th day before the date of the election to which the sign relates; (ii) is removed no later than the 10th day after the date of the election to which the sign relates; and (iii) is ground-mounted. Only one sign may be erected for each candidate or ballot item. In addition, signs which include any of the components or characteristics described in Section 202.009(c) of the Texas Property Code are prohibited; and

(g) a "no soliciting" sign near or on the front door to the principal residence constructed upon the Lot, provided, that the sign may not exceed twenty-five (25) square inches.

Except for signs which are erected by the Declarant or erected with the advance written consent of the Declarant, no sign may be displayed in the window of any Improvement located on a Lot.

2.14 **Flags – Approval Requirements**. An Owner is permitted to display the flag of the United States of America, the flag of the State of Texas, an official or replica flag of any branch of the United States Military, or one (1) flag with official insignia of a college or university ("**Permitted Flag**") and permitted to install a flagpole no more than five feet (5') in length affixed to the front of a residence near the principal entry or affixed to the rear of a residence ("**Permitted Flagpole**"). Only two (2) permitted Flagpoles are allowed per residence. A Permitted Flag or Permitted Flagpole need not be approved in advance by the Architectural Reviewer. Approval by the Architectural Reviewer is required prior to installing vertical

freestanding flagpoles installed in the front or back yard area of any Lot ("**Freestanding Flagpole**").

2.15 **Flags – Installation and Display**. Unless otherwise approved in advance and in writing by the Architectural Reviewer, Permitted Flags, Permitted Flagpoles and Freestanding Flagpoles, installed in accordance with the Flagpole Application, must comply with the following:

(a) No more than one (1) Freestanding Flagpole OR no more than two (2) Permitted Flagpoles are permitted per Lot, on which only Permitted Flags may be displayed;

(b) Any Permitted Flagpole must be no longer than five feet (5') in length and any Freestanding Flagpole must be no more than twenty feet (20') in height;

(c) Any Permitted Flag displayed on any flagpole may not be more than three feet in height by five feet in width (3'x5');

(d) With the exception of flags displayed on Community Facilities and any Lot which is being used for marketing purposes by a Homebuilder, the flag of the United States of America must be displayed in accordance with 4 U.S.C. Sections 5-10 and the flag of the State of Texas must be displayed in accordance with Chapter 3100 of the Texas Government Code;

(e) The display of a flag, or the location and construction of the flagpole must comply with Applicable Law, easements and setbacks of record;

(f) Any flagpole must be constructed of permanent, long-lasting materials, with a finish appropriate to the materials used in the construction of the flagpole and harmonious with the dwelling;

(g) A flag or a flagpole must be maintained in good condition and any deteriorated flag or deteriorated or structurally unsafe flagpole must be repaired, replaced or removed;

(h) Any flag may be illuminated by no more than one (1) halogen landscaping light of low beam intensity which shall not be aimed towards or directly affect any neighboring property; and

(i) Any external halyard of a flagpole must be secured so as to reduce or eliminate noise from flapping against the metal of the flagpole.

2.16 **Tanks**. The Architectural Reviewer must approve any tank used or proposed in connection with a single family residential structure, including tanks for storage of fuel, water, oil, or LPG, and including swimming pool filter tanks. No elevated tanks of any kind may be

erected, placed or permitted on any Lot without the advance written approval of the Architectural Reviewer. All permitted tanks must be buried or screened from view in accordance with a screening plan approved in advance by the Architectural Reviewer. This provision will not apply to a tank used to operate a standard residential gas grill.

2.17 **Barbecue Units**. Barbecue units are only permitted within the rear yard of each Lot and placed in such manner as to not be visible from any other portion of the Property. The "rear yard" for the purpose of this provision means the yard area in the rear or posterior to the residence constructed on a Lot. In the event of any dispute regarding what portion of a Lot constitutes the "rear yard," the opinion of the Architectural Reviewer will be final, binding, and conclusive.

2.18 **Clotheslines; Awnings**. No clotheslines and no outdoor clothes drying or hanging shall be permitted in the Property, nor shall anything be hung, painted or displayed on the outside of the windows (or inside, if visible from the outside) or placed on the outside walls or outside surfaces of doors of any residence on any Lot, and no awnings, canopies or shutters (except for those heretofore or hereinafter installed by Declarant) shall be affixed or placed upon the exterior walls or roofs of any residence on any Lot, or any part thereof, nor relocated or extended, without the prior written consent of the Architectural Reviewer.

2.19 **Temporary Structures**. No tent, shack, or other temporary building, improvement, or structure shall be placed upon the Property without the prior written approval of the Architectural Reviewer; provided, however, that temporary structures necessary for storage of tools and equipment, and for office space for architects, builders, and foremen during actual construction may be maintained with the prior approval of Declarant, approval to include the nature, size, duration, and location of such structure. No shed, outbuilding, or other storage building may be erected on any Lot without the advance written approval of the Architectural Reviewer, which approval may include requirements regarding placement, design, screening, and construction materials.

2.20 **Unsightly Articles; Vehicles**. No article deemed to be unsightly by the Architectural Reviewer shall be permitted to remain on any Lot so as to be visible from adjoining property or from public or private thoroughfares. Without limiting the generality of the foregoing, trailers, graders, trucks other than pickups, boats, tractors, campers, wagons, buses, motorcycles, motor scooters, all-terrain vehicles and garden maintenance equipment shall be kept at all times, except when in actual use, in enclosed structures or screened from view and no repair or maintenance work shall be done on any of the foregoing, or on any automobile (other than minor emergency repairs), except in enclosed garages or other structures. Each single family residential structure constructed within the Property shall have sufficient garage space, as approved by the Architectural Reviewer, to house all vehicles to be kept on the Lot. Notwithstanding the forgoing provision all-terrain vehicles, motor scooters, and motorized mini-bikes may not be used on the Property or on any road or street within the Property. Lot Owners shall not keep more than two (2) automobiles in such manner as to be visible from any other portion of the Property for any period in excess of seventy-two (72)

hours. Service areas, storage areas, compost piles and facilities for hanging, drying or airing clothing or household fabrics shall be appropriately screened from view, and no lumber, grass, plant waste, shrub or tree clippings, metals, bulk materials, scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Property except within enclosed structures or appropriately screened from view. No: (i) racing vehicles; or (ii) other vehicles (including, without limitation, motorcycles or motor scooters) which are inoperable or do not have a current license tag shall be permitted to remain visible on any Lot or to be parked on any roadway within the Property.

Parking of commercial vehicles or equipment, mobile homes, recreational vehicles, boats and other watercraft, trailers, stored vehicles or inoperable vehicles in places other than (i) in enclosed garages and (ii) behind a fence so as to not be visible from any other portion of the Property is prohibited; provided, however, construction, service and delivery vehicles may be exempt from this provision for such period of time as is reasonably necessary to provide service or to make a delivery to a residence.

No garage may be permanently enclosed or otherwise used for habitation unless approved in advance by the Architectural Reviewer.

2.21 Mobile Homes, Travel Trailers and Recreational Vehicles. No mobile homes may be parked or placed on any Lot or used as a residence, either temporary or permanent, at any time, and no motor homes, travel trailers or recreational vehicles may be parked on or near any Lot so as to be visible from adjoining property or from public or private thoroughfares at any time.

2.22 Basketball Goals; Permanent and Portable. Permanent basketball goals are permitted between the street right-of-way and the front of the residence on a Lot provided the basketball goal is located a minimum of twenty feet (20') from the street curb. The basketball goal backboard must be perpendicular to the street and mounted on a black metal pole permanently installed in the ground Portable basketball goals are prohibited. Basketball goals must be properly maintained and painted, with the net in good repair. All basketball goals must, in any event, be approved by the Architectural Reviewer prior to being placed on any Lot.

2.23 Compliance with Restrictions. Each Owner, his or her family, occupants of a Lot, tenants, and the guests, invitees, and licensees of the preceding shall comply strictly with the provisions of the Restrictions as the same may be amended from time to time. Failure to comply with any of the Restrictions shall constitute a violation thereof and may result in a fine against the Owner in accordance with *Section 6.13* of this Declaration, and shall give rise to a cause of action to recover sums due for damages or injunctive relief, or both, maintainable by Declarant, the Manager, the Board on behalf of the Association, the Architectural Reviewer, or by an aggrieved Owner. Without limiting any rights or powers of either the Board or the Architectural Reviewer may (but shall not be obligated to) remedy or attempt to remedy any violation of any of the provisions of Restrictions, and the Owner whose violation has been so remedied shall be personally liable to the Association for all costs and expenses of effecting (or

attempting to effect) such remedy. If such Owner fails to pay such costs and expenses upon demand by the Association, such costs and expenses (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, at the rate of one and one-half percent (1½%) per month) shall be assessed against and chargeable to the Owner's Lot(s). Any such amounts assessed and chargeable against a Lot shall be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in the Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot(s). Each such Owner shall indemnify and hold harmless the Association and their officers, directors, employees and agents from any cost, loss, damage, expense, liability, claim or cause of action incurred or that may arise by reason of the Association's acts or activities under this Section (including any cost, loss, damage, expense, liability, claim or cause of action arising out of the Association's negligence in connection therewith), except for such cost, loss, damage, expense, liability, claim or cause of action arising by reason of the Association's gross negligence or willful misconduct. "**Gross negligence**" as used herein does not include simple negligence, contributory negligence or similar negligence short of actual gross negligence.

2.24 **Liability of Owners for Damage to Community Facilities**. No Owner shall in any way alter, modify, add to or otherwise perform any work upon the Community Facilities without the prior written approval of the Declarant during the Development Period, and the Board thereafter. Each Owner shall be liable to the Association for any and all damages to: (i) the Community Facilities and any improvements constructed thereon; or (ii) any Improvements constructed on any Lot, the maintenance of which has been assumed by the Association, which damages were caused by the neglect, misuse or negligence of such Owner or Owner's family, or by any tenant or other occupant of such Owner's Lot, or any guest or invitee of such Owner. The full cost of all repairs of such damage shall be an assessment against such Owner's Lot, secured by a lien against such Owner's Lot and collectable in the same manner as provided for in *Section 6.13* of the Declaration.

2.25 **No Warranty of Enforceability**. Declarant makes no warranty or representation as to the present or future validity or enforceability of any restrictive covenants, terms, or provisions contained in the Declaration. Any Owner acquiring a Lot in reliance on one or more of such restrictive covenants, terms, or provisions shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot, agrees to hold Declarant harmless therefrom.

2.26 **Recreational Courts and Playscapes**. Recreational courts, e.g., "sport courts" and tennis courts, may be constructed on any Lot only with approval by the Architectural Reviewer. No lighting of these structures will be allowed without express approval of the Architectural Reviewer. Playscapes or any similar recreational facilities may be constructed on any Lot only the advance written approval of the Architectural Reviewer.

2.27 **Release and Indemnity**. EACH OWNER HEREBY RELEASES AND HOLDS HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY,

CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF SUCH OWNER'S USE OF ANY COMMUNITY FACILITIES. EACH SUCH OWNER SHALL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND DECLARANT AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF AN OWNER, OR SUCH OWNER'S GUESTS, TENANTS, LICENSEES, EMPLOYEES, SUBCONTRACTORS, USE OF ANY COMMUNITY FACILITIES (INCLUDING ANY COST, FEES, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S OR DECLARANT'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION OR DECLARANTS GROSS NEGLIGENCE OR WILFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE. NEITHER THE ASSOCIATION NOR DECLARANT SHALL ASSUME ANY RESPONSIBILITY OR LIABILITY FOR ANY PERSONAL INJURY OR PROPERTY DAMAGE WHICH IS OCCASIONED BY USE OF ANY COMMUNITY FACILITIES AND IN NO CIRCUMSTANCE SHALL WORDS OR ACTIONS BY THE ASSOCIATION OR DECLARANT CONSTITUTE AN IMPLIED OR EXPRESS REPRESENTATION OR WARRANTY REGARDING THE FITNESS OR CONDITION OF ANY COMMUNITY FACILITIES.

2.28 **Additional Restrictions and Obligations**. Notwithstanding any provision herein to the contrary, the following restrictions shall constitute covenants running with the land and, to the extent they impose obligations on Declarant, the Owners and/or the Association, Declarant, the Owners and/or the Association, as the case may be, shall be obligated at all times to observe and comply with the such obligations.

(a) Scenic View Drive Maintenance Fund. The Association shall be obligated to contribute $1,000 annually to a fund established to provide for the maintenance of Scenic View Drive. Such fund shall be established by one or more neighborhood associations or groups representing owners of property located adjacent to or in the vicinity of the Property. The Association's obligation to contribute to such maintenance fund shall continue until the earlier of: (i) ten (10) years from the date of this Declaration; or (ii) such time as Scenic View Drive has been accepted for maintenance by a governmental entity.

(b) Private Drive. A private drive will be constructed upon the Property no closer than forty feet (40') from the adjacent property lines of Lot 1, Block B and Lot 2, Block B, Davenport Ranch Phase 7, Section 3 Amended, a subdivision in Travis County, Texas, according to the map or plat thereof recorded in Volume 99, Pages 351-357, Plat Records of Travis County, Texas.

(c) Landscape Plan. The portion of the Property located between the private drive and the adjacent property referenced in subsection (b) above shall be maintained

at all times in either an undisturbed and natural manner or in accordance with the terms of a landscape plan mutually acceptable to both the Association and one or more neighborhood associations or groups representing owners of property located adjacent to or in the vicinity of the Property

ARTICLE 3
USE AND CONSTRUCTION RESTRICTIONS

3.01 **Architectural Design Guidelines**. If the Architectural Design Guidelines have been adopted, any and all Improvements erected, placed, constructed, painted, altered, modified, or remodeled on any portion of the Property shall strictly comply with the requirements of the Architectural Design Guidelines, unless a variance is obtained pursuant to this Declaration. The Architectural Design Guidelines may be adopted, supplemented, modified, amended, or restated by the Architectural Reviewer as authorized by the Declaration and the Architectural Design Guidelines.

3.02 **Approval for Construction**. No Improvements shall be constructed upon any Lot without the prior written approval of the Architectural Reviewer. Prior to commencement of construction, a construction deposit in the amount of $5,000 will be required to be paid to the Architectural Reviewer. Such deposit will be held to ensure compliance with all applicable restrictions and may be drawn upon in the event of damage or violation.

3.03 **Single-Family Residential Use**. The Lots shall be used solely for private single family residential purposes and there shall not be constructed or maintained thereon more than one detached single family residence.

No professional, business, or commercial activity to which the general public is invited shall be conducted on any Lot, except an Owner or occupant of a residence may conduct business activities within a residence so long as: (i) such activity complies with all the applicable zoning ordinances (if any); (ii) the business activity is conducted without the employment of persons other than the residents of the home constructed in the Lot; (iii) the existence or operation of the business activity is not apparent or detectable by sight, i.e., no sign may be erected advertising the business on any Lot, sound, or smell from outside the residence; (iv) the business activity conforms to all zoning requirements (if any) for the Property; (v) the business activity does not involve door-to-door solicitation of residents within the Property; (vi) the business does not, in the Board's judgment, generate a level of vehicular or pedestrian traffic or a number of vehicles parked within the Property which is noticeably greater than that which is typical of residences in which no business activity is being conducted; (vii) the business activity is consistent with the residential character of the Property and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Property as may be determined in the sole discretion of the Board; and (viii) the business does not require the installation of any machinery other than that customary to normal household operations. The terms "**business**" and "**trade**," as used in this provision, shall be construed to have their ordinary, generally accepted meanings and shall include, without limitation, any occupation,

work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (x) such activity is engaged in full or part-time; (y) such activity in intended to or does generate a profit; or (z) a license is required.

Leasing of a residence shall not be considered a business or trade within the meaning of this subsection. This subsection shall not apply to any activity conducted by Declarant or an Owner engaged in the business of constructing homes for resale who acquires a Lot for the purpose of constructing a residence thereon for resale to a third party.

Notwithstanding any provision in this Declaration to the contrary, until the later to occur of expiration of the Development Period or the date when all new home sales activity has ceased within the Property:

(a) Declarant and/or its licensees may construct and maintain upon portions of the Community Facilities and any Lot owned by Declarant such facilities and may conduct such activities which, in Declarant's sole opinion, may be reasonably required, convenient, or incidental to the construction or sale of single family residences constructed upon the Lots, including, but not limited to, business offices, signs, model homes, sales offices and sales/construction trailers. Declarant and/or its licensees shall have an easement over and across the Community Facilities for access and use of such facilities at no charge; and

(b) Declarant and/or its licensees will have an access easement over and across the Community Facilities for the purpose of making, constructing and installing improvements to the Community Facilities.

3.04 Minimum Square Footage. Unless otherwise approved in writing by the Architectural Reviewer, the minimum square footage for each residence, exclusive of open or screened porches, terraces, patios, decks, driveways, and garages, will be 4,000 square feet for the first (1st) floor of the residence. Further, of the total square footage within a residence, sixty percent (60%) thereof shall be within the first (1st) floor of the residence.

3.05 Masonry Requirements; Foundation Shielding. The exterior of each residence constructed within the Property shall be one-hundred percent (100%) masonry construction. Only brick, stucco and natural stone shall be considered masonry for purposes of this *Section 3.05*. Exposed portions of the foundation on each front elevation and side elevation must be concealed by extending the exterior masonry to finished grade. Retaining walls shall be limited to a four foot (4') rise with a minimum of twenty-four inches (24") planting area between walls and shall be constructed of stone veneer over structural masonry or dry stacked stone.

3.06 Rentals. Nothing in this Declaration shall prevent the rental of any Lot and the Improvements thereon by the Owner thereof for single-family residential purposes; provided

that all rentals must be for terms of at least twelve (12) months. All leases shall be in writing. The Owner must provide to its lessee copies of the Restrictions. Notice of any lease, together with such additional information as may be required by the Board, will be remitted to the Association by the Owner on or before the expiration of ten (10) days after the effective date of the lease.

3.07 **Fences**. All Lots may be fenced only with approval from the Architectural Reviewer. Except as expressly set forth in this *Section 3.07*, or as otherwise approved by the Architectural Reviewer, fences shall be at least six feet (6′) in height and constructed of either masonry, wrought iron or decorative metal construction, or a combination thereof, and metal bars shall be no less than ½″ x ½″ construction.

3.08 **Garages**. The size, location, orientation and opening of each garage to be located on a Lot shall be approved in advance of construction by the Architectural Reviewer. An effort should be made to conceal garage doors from view in the front of the Lot. All garage doors must be wood clad. All garages shall be maintained for the parking of automobiles and may not be used for storage or other purposes which preclude its use for the parking of automobiles. No garage may be permanently enclosed or otherwise used for habitation.

3.09 **Windows**. All windows on each residence shall have a consistent design throughout the residence and shall comply with any applicable requirements set forth in any Architectural Design Guidelines, and shall otherwise be approved by the Architectural Reviewer.

3.10 **Height Restrictions**. The roof line of the houses built on Lot 4 and Lot 5 in the Property will be no greater than thirty-eight feet (38′), as measured vertically from the highest point of the finished slab to the main ridge line of the roof.

3.11 **Alteration or Removal of Improvements**. Any construction, other than normal maintenance, which in any way alters the exterior appearance of any Improvement, or the removal of any Improvement shall be performed only with the prior written approval of the Architectural Reviewer.

3.12 **Trash Containers**. Except on any designated waste pick-up day, trash containers and recycling bins must be stored in one of the following locations:

(a) Inside the garage of the single-family residence constructed on the Lot; or

(b) Behind the single-family residence constructed on the Lot in such a manner that the trash container and recycling bin is not visible from any street, alley, or adjacent Lot.

The Architectural Reviewer shall have the right to specify additional locations on each Owner's Lot in which trash containers or recycling bins must be stored.

3.13 **Drainage**. There shall be no interference with the established drainage patterns over any of the Property, except by Declarant, unless adequate provision is made for proper drainage and such provision is approved in advance by the Architectural Reviewer. Specifically, and not by way of limitation, no Improvement, including landscaping, may be installed that impedes the proper drainage of water between Lots.

3.14 **Construction Activities**. This Declaration will not be construed or applied so as to unreasonably interfere with or prevent normal construction activities during the construction of Improvements by an Owner (including Declarant) upon or within the Development. Specifically, no such construction activities will be deemed to constitute a nuisance or a violation of this Declaration by reason of noise, dust, presence of vehicles or construction machinery, posting of signs or similar activities, provided that such construction is pursued to completion with reasonable diligence and conforms to usual construction practices in the area. In the event that construction upon any Lot does not conform to usual practices in the area as determined by the Architectural Reviewer in its sole and reasonable judgment, the Architectural Reviewer will have the authority to seek an injunction to stop such construction. In addition, if during the course of construction upon any Lot there is excessive accumulation of debris of any kind which would render the Lot or any portion thereof unsanitary, unsightly, offensive, or detrimental to it or any other portion of the Development, then the Architectural Reviewer may contract for or cause such debris to be removed, and the Owner of the Lot will be liable for all reasonable expenses incurred in connection therewith.

3.15 **Landscaping**. Each Owner shall be required to install landscaping upon such Owner's Lot in accordance with landscaping plans approved in advance of installation by the Architectural Reviewer. Notwithstanding any provision in this Declaration to the contrary, such landscaping plans must be approved by the Architectural Reviewer prior to occupancy of the single family residential structure located on the Lot to which such landscaping plans relate. All landscaping shown on the landscaping plans and specifications approved by the Architectural Reviewer shall be installed, and all such landscaping shall be completed on or before occupancy of the Lot for residential purposes, unless a variance is obtained pursuant to this Declaration. All landscaping materials (e.g., plants) shall be approved in advance by the Architectural Reviewer. The Architectural Reviewer or its assigns shall be entitled to make recommendations with respect to tree disease control, whereupon the Owner or Owners to whom such recommendations are directed shall be obligated to comply with such recommendations, which may include, but not be limited to tree removal and replacement.

3.16 **Maintenance of Septic Systems and Other Sewage Treatment Facilities**. In furtherance, and not in limitation, of the obligations of Owners as set forth in *Section 2.10*, each Owner shall be expressly obligated to maintain at all times in good condition and repair any septic system or other sewage treatment facilities (together with any related Improvements) located upon and exclusively serving such Owner's Lot. Any septic system or other sewage treatment facilities shall be installed in the rear portion of the Lot's yard, unless otherwise approved by the Architectural Reviewer.

3.17 **Xeriscaping**. As part of the installation and maintenance of landscaping on an Owner's Lot, an Owner may submit plans for and install drought tolerant landscaping ("**Xeriscaping**") upon written approval by the Architectural Reviewer. All Owners implementing Xeriscaping shall comply with the following:

(a) Application. Approval by the Architectural Reviewer is required prior to installing Xeriscaping. To obtain the approval of the Architectural Reviewer for Xeriscaping, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed site location of the Xeriscaping on the Owner's Lot; (ii) a description of the Xeriscaping, including the types of plants, border materials, hardscape materials and photograph or other accurate depiction and (iii) the percentage of yard to be covered with gravel, rocks and cacti (the "**Xeriscaping Application**"). A Xeriscaping Application may only be submitted by an Owner unless the Owner's tenant provides written confirmation at the time of submission that the Owner consents to the Xeriscaping Application. The Architectural Reviewer is not responsible for: (i) errors or omissions in the Xeriscaping Application submitted to the Architectural Reviewer for approval; (ii) supervising installation or construction to confirm compliance with an approved Xeriscaping Application or (iii) the compliance of an approved application with Applicable Law.

(b) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Xeriscaping Application and all Xeriscaping to be installed in accordance therewith must comply with the following:

(i) The Xeriscaping must be aesthetically compatible with other landscaping in the community as reasonably determined by the Architectural Reviewer. For purposes of this *Section 3.17*, "aesthetically compatible" shall mean overall and long-term aesthetic compatibility within the community. For example, an Owner's Lot plan may be denied if the Architectural Reviewer determines that: (1) the proposed Xeriscaping would not be harmonious with already established turf and landscaping in the overall community; and/or (2) the use of specific turf or plant materials would result in damage to or cause deterioration of the turf or landscaping of an adjacent property owner, resulting in a reduction of aesthetic appeal of the adjacent property Owner's Lot.

No Owners shall install gravel, rocks or cacti that in the aggregate encompass over twenty percent (20%) of such Owner's front yard or twenty percent (20%) of such Owner's back yard.

(c) Process. The decision of the Architectural Reviewer will be made within a reasonable time, or within the time period otherwise required by the principal deed restrictions which govern the review and approval of improvements. A Xeriscaping Application submitted to install Xeriscaping on property owned by the Association or property owned in common by members of the Association will not be approved. Any proposal to install Xeriscaping on property owned by the Association or property owned in common by members of the

Association must be approved in advance and in writing by the Board, and the Board need not adhere to the requirements set forth in this *Section 3.17* when considering any such request.

(d) Approval. Each Owner is advised that if the Xeriscaping Application is approved by the Architectural Reviewer, installation of the Xeriscaping must: (i) strictly comply with the Xeriscaping Application; (ii) commence within thirty (30) days of approval; and (iii) be diligently prosecuted to completion. If the Owner fails to cause the Xeriscaping to be installed in accordance with the approved Xeriscaping Application, the Architectural Reviewer may require the Owner to: (i) modify the Xeriscaping Application to accurately reflect the Xeriscaping installed on the property; or (ii) remove the Xeriscaping and reinstall the Xeriscaping in accordance with the approved Xeriscaping Application. Failure to install Xeriscaping in accordance with the approved Xeriscaping Application or an Owner's failure to comply with the post-approval requirements constitutes a violation of this Declaration and may subject the Owner to fines and penalties. Any requirement imposed by the Architectural Reviewer to resubmit a Xeriscaping Application or remove and relocate Xeriscaping in accordance with the approved Xeriscaping Application shall be at the Owner's sole cost and expense.

3.18 Roofing. Roofing materials shall be limited to concrete or clay tile, standing seam metal, or slate, which, in each case, shall be expressly approved by the Architectural Reviewer. In addition, roofs of buildings may be constructed with "Energy Efficiency Roofing" with the advance written approval of the Architectural Reviewer. For the purpose of this *Section 3.18*, "**Energy Efficiency Roofing**" means roofing materials that are designed primarily to: (a) be wind and hail resistant; (b) provide heating and cooling efficiencies greater than those provided by customary composite shingles; or (c) provide solar generation capabilities. The Architectural Reviewer will not prohibit an Owner from installing Energy Efficient Roofing provided that the Energy Efficient Roofing: (i) resembles the materials used or otherwise authorized for use within the community; (ii) are more durable than, and are of equal or superior quality to, the materials used or otherwise authorized for use within the community; and (iii) match the aesthetics of adjacent property. An Owner who desires to install Energy Efficient Roofing will be required to comply with the architectural review and approval procedures set forth herein. In conjunction with any such approval process, the Owner should submit information which will enable the Architectural Reviewer to confirm the criteria set forth in this *Section 3.18*. Any other type of roofing material shall be permitted only with the advance written approval of the Architectural Reviewer.

3.19 Solar Energy Device. During the Development Period, this *Section 3.19* does not apply and the Declarant must approve in advance and in writing the installation of any solar energy device or apparatus (a "**Solar Energy Device**"). Until expiration or termination of the Development Period, the Declarant may prohibit the installation of any Solar Energy Device. After expiration or termination of the Development Period, Solar Energy Devices may be installed with the advance written approval of the Architectural Reviewer.

(a) Application. To obtain Architectural Reviewer approval of a Solar Energy Device, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Solar Energy Device; and (ii) a description of the Solar Energy Device, including the dimensions, manufacturer, and photograph or other accurate depiction (the "**Solar Application**"). A Solar Application may only be submitted by an Owner. The Solar Application shall be submitted in accordance with the provisions of *Article 7*.

(b) Approval Process. The Architectural Reviewer will review the Solar Application in accordance with the terms and provisions of *Article 7*. The Architectural Reviewer will approve a Solar Energy Device if the Solar Application complies with *Section 3.19(c)* below **UNLESS** the Architectural Reviewer makes a written determination that placement of the Solar Energy Device, despite compliance with *Section 3.19(c)*, will create a condition that substantially interferes with the use and enjoyment of property within the Development by causing unreasonable discomfort or annoyance to persons of ordinary sensibilities. The Architectural Reviewer's right to make a written determination in accordance with the foregoing sentence is negated if all Owners of Lots immediately adjacent to the Owner/applicant provide written approval of the proposed placement. Any proposal to install a Solar Energy Device on property owned or maintained by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Solar Application and each Solar Energy Device to be installed in accordance therewith must comply with the following:

(i) The Solar Energy Device must be located on the roof of the residence located on the Owner's Lot, entirely within a fenced area of the Owner's Lot, or entirely within a fenced patio located on the Owner's Lot. If the Solar Energy Device will be located on the roof of the residence, the Solar Energy Device shall be installed on a flat portion of the roof within the perimeter of a parapet to shield the device from view to the maximum extent possible. The Architectural Reviewer may designate the location for placement unless the location proposed by the Owner increases the estimated annual energy production of the Solar Energy Device, as determined by using a publicly available modeling tool provided by the National Renewable Energy Laboratory, by more than 10 percent above the energy production of the Solar Energy Device if installed in the location designated by the Architectural Reviewer. If the Owner desires to contest the alternate location proposed by the Architectural Reviewer, the Owner should submit information to the Architectural Reviewer which demonstrates that the Owner's proposed location meets the foregoing criteria. If the Solar Energy Device will be located in the fenced area of the

Owner's Lot or patio, no portion of the Solar Energy Device may extend above the fence line.

(ii) If the Solar Energy Device is mounted on the roof of the principal residence located on the Owner's Lot, then: (A) the Solar Energy Device may not extend higher than or beyond the roofline; (B) the top edge of the Solar Device must be parallel to the roofline; (C) the frame, support brackets, or visible piping or wiring associated with the Solar Energy Device must be silver, bronze or black.

3.20 **Rainwater Harvesting Systems**. Rain barrels or rainwater harvesting systems (a "**Rainwater Harvesting System**") may be installed with the advance written approval of the Architectural Reviewer.

(a) Application. To obtain Architectural Reviewer approval of a Rainwater Harvesting System, the Owner shall provide the Architectural Reviewer with the following information: (i) the proposed installation location of the Rainwater Harvesting System; and (ii) a description of the Rainwater Harvesting System, including the color, dimensions, manufacturer, and photograph or other accurate depiction (the "**Rain System Application**"). A Rain System Application may only be submitted by an Owner.

(b) Approval Process. The decision of the Architectural Reviewer will be made in accordance with *Article 7*. Any proposal to install a Rainwater Harvesting System on property owned by the Association or property owned in common by Members of the Association must be approved in advance and in writing by the Board, and the Board need not adhere to this policy when considering any such request.

(c) Approval Conditions. Unless otherwise approved in advance and in writing by the Architectural Reviewer, each Rain System Application and each Rainwater Harvesting System to be installed in accordance therewith must comply with the following:

(i) The Rainwater Harvesting System must be consistent with the color scheme of the residence constructed on the Owner's Lot, as reasonably determined by the Architectural Reviewer.

(ii) The Rainwater Harvesting System does not include any language or other content that is not typically displayed on such a device.

(iii) The Rainwater Harvesting System is in no event located between the front of the residence constructed on the Owner's Lot and any adjoining or adjacent street.

(iv) There is sufficient area on the Owner's Lot to install the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

(v) If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Community Facilities, or another Owner's Lot, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. See *Section 3.20(d)* for additional guidance.

(d) Guidelines. If the Rainwater Harvesting System will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Community Facilities, or another Owner's Lot, the Architectural Reviewer may regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System. Accordingly, when submitting a Rain System Application, the application should describe methods proposed by the Owner to shield the Rainwater Harvesting System from the view of any street, common area, or another Owner's Lot. When reviewing a Rain System Application for a Rainwater Harvesting System that will be installed on or within the side yard of a Lot, or would otherwise be visible from a street, the Community Facilities, or another Owner's Lot, any additional requirements imposed by the Architectural Reviewer to regulate the size, type, shielding of, and materials used in the construction of the Rainwater Harvesting System, may not prohibit the economic installation of the Rainwater Harvesting System, as reasonably determined by the Architectural Reviewer.

3.21 Swimming Pools. All swimming pools must comply with any applicable provisions set forth in the Architectural Design Guidelines and be approved by the Architectural Reviewer prior to the commencement of construction and installation. Any swimming pool constructed on a Lot must be enclosed with a fence or other enclosure device completely surrounding the swimming pool which, at a minimum, satisfies all applicable governmental requirements. Nothing in this Section is intended or shall be construed to limit or affect an Owner's obligation to comply with any applicable governmental regulations concerning swimming pool enclosure requirements. Above-ground or temporary swimming pools are prohibited.

3.22 Compliance with Setbacks. Unless otherwise approved in advance by the Architectural Reviewer, no residence may be constructed within forty feet (40') of the front boundary line of a Lot, within twenty feet (20') of the rear boundary line of a Lot or within twenty-five feet (25') of any side boundary line with a minimum of ten feet (10') per side of a Lot. In the event of any disagreement regarding the location of the front, rear, or side boundary lines of a Lot, the decision of the Architectural Reviewer will be final. For the purpose of this restriction, eaves, steps, and open porches will not be considered as part of a residence; however, this *Section 3.22* will not be construed to permit any portion of any Improvement on any Lot to encroach upon another Lot or other portion of the Property.

3.23 **Utility Lines.** Unless otherwise approved by the Architectural Reviewer, no sewer, drainage or utility lines or wires or other devices for the communication or transmission of electric current, power, or signals including telephone, television, microwave or radio signals, shall be constructed, placed or maintained anywhere in or upon any portion of the Property, other than within buildings or structures, unless the same shall be contained in conduits or cables constructed, placed or maintained underground or concealed in or under buildings or other structures.

ARTICLE 4
RIGHTS, POWERS AND OBLIGATIONS OF THE ASSOCIATION; VOTING RIGHTS

4.01 **Organization.** The Association is a nonprofit corporation created for the purposes, charged with the duties, and vested with the powers of a Texas nonprofit corporation. Neither the Certificate nor the Bylaws will for any reason be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

4.02 **Membership.**

(a) Mandatory Membership. Any person or entity, upon becoming an Owner, will automatically become a Member of the Association. Membership will be appurtenant to and will run with the ownership of the Lot that qualifies the Owner thereof for membership, and membership may not be severed from the ownership of the Lot, or in any way transferred, pledged, mortgaged or alienated, except together with the title to such Lot.

(b) Easement of Enjoyment – Community Facilities. Every Member will have a right and easement of enjoyment in and to all of the Community Facilities and an access easement by and through any Community Facilities, which easements will be appurtenant to and will pass with the title to such Member's Lot, subject to the following restrictions and reservations:

(i) The right of the Association and Declarant (during the Development Period) to dedicate or transfer all or any part of the Community Facilities to any public agency, authority or utility for such purpose;

(ii) The right of the Association and Declarant (during the Development Period) to grant easements or licenses over and across the Community Facilities to any third party;

(iii) The right of the Association to borrow money for the purpose of improving the Community Facilities and, in furtherance thereof, mortgage the Community Facilities;

(iv) The right of the Association to make reasonable rules and regulations regarding the use of the Community Facilities and any Improvements thereon; and

(v) The right of the Association to contract for services with any third parties on such terms as the Association may determine.

4.03 **Governance**. The Board will consist of at least three (3) persons elected at the annual meeting of the Association, or at a special meeting called for such purpose. Notwithstanding the foregoing provision or any provision in this Declaration to the contrary, no later than the tenth (10th) anniversary of the date this Declaration is Recorded, Declarant will have the sole right to appoint and remove all members of the Board. No later than the tenth (10th) anniversary of the date this Declaration is Recorded, or sooner as determined by Declarant, the Board will call a meeting of Members of the Association for the purpose of electing one-third of the Board (the "**Initial Member Election Meeting**"), which Board member(s) must be elected by Owners other than the Declarant. Declarant shall continue to have the sole right to appoint and remove two-thirds of the Board from and after the Initial Member Election Meeting until expiration or termination of the Development Period.

4.04 **Vote Allocation**.

(a) Generally. The Owner of each Lot will be allocated one (1) vote for each Lot so owned. In the event of the re-subdivision of any Lot into two (2) or more Lots: (i) the number of votes to which such Lot is entitled will be increased as necessary to retain the ratio of one (1) vote for each Lot resulting from such re-subdivision, e.g., each Lot resulting from the re-subdivision will be entitled to one (1) vote; and (ii) each Lot resulting from the re-subdivision will be allocated one (1) Assessment Unit. In the event of the consolidation of two (2) or more Lots for purposes of construction of a single residence thereon, voting rights will continue to be determined according to the number of original Lots contained in such consolidated Lots.

(b) Declarant Allocation. In addition to the votes to which Declarant is entitled by reason of *Section 4.04(a)*, for every one (1) vote outstanding in favor of any other person or entity, Declarant will have four (4) additional votes until the expiration or termination of the Development Period. In no event will the votes allocated to the Declarant pursuant to this *Section 4.04(b)* be considered a separate class for voting purposes, i.e., the votes allocated to owners pursuant to *Section 4.04(a)* and the votes allocated to Declarant hereunder will be considered a single class.

(c) Co-Owners. If there is more than one Owner of a portion of the fee simple interest in a Lot, the vote for such Lot shall be exercised as the co-Owners, holding a majority of the ownership interest in the Lot, determine among themselves and designate in writing to the Secretary of the Association, prior to the close of balloting. Any co-Owner may cast the vote for the Lot, and majority agreement shall be

conclusively presumed unless another co-Owner of the Lot protests promptly to the President or other person presiding over the meeting on the balloting, in the case of a vote taken outside of a meeting. In the absence of a majority agreement, the Lot's vote shall be suspended if two or more co-Owners seek to exercise it independently. In no event will the vote for such Lot exceed the total votes to which such Lot is otherwise entitled pursuant to this *Section 4.05* below. Notwithstanding the foregoing, all co-Owners of a Lot shall be Members of the Association.

4.05 **Powers**. The Association will have the powers of a Texas nonprofit corporation. It will further have the power to do and perform any and all acts that may be necessary or proper, for or incidental to, the exercise of any of the express powers granted to it by the laws of Texas or this Declaration. Without in any way limiting the generality of the two preceding sentences, the Board, acting on behalf of the Association, will have the following powers at all times:

(a) Rules and Bylaws. To make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules and regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Property (including the operation, maintenance and preservation thereof) or of the Association;

(b) Insurance. To obtain and maintain in effect, policies of insurance that, in the opinion of the Board, are reasonably necessary or appropriate to carry out the Association's functions;

(c) Records. To keep books and records of the Association's affairs, and to make such books and records, together with current copies of the Restrictions, available for inspection by the Owners, Mortgagees, and insurers or guarantors of any Mortgage upon request during normal business hours;

(d) Assessments. To levy and collect assessments and to determine Assessment Units, as provided in *Article 6* below;

(e) Right of Entry and Enforcement. To enter at any time without notice in an emergency (or in the case of a non-emergency, after twenty-four (24) hours written notice), without being liable to any Owner, upon any Lot and into any Improvement thereon, for the purpose of enforcing the Restrictions or for the purpose of maintaining or repairing any area, Improvement or other facility to conform to the Restrictions. The expense incurred by the Association in connection with the entry upon any Lot and the maintenance and repair work conducted thereon or therein will be a personal obligation of the Owner of the Lot so entered, will be deemed a special Assessment against such Lot, will be secured by a lien upon such Lot, and will be enforced in the same manner and to the same extent as provided in *Article 6* hereof for Assessments. The Association will have the power and authority from time to time, in its own name and on its own

behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, any breach or threatened breach of the Restrictions. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce the Restrictions; provided, however, that the Board will never be authorized to expend any Association funds for the purpose of bringing suit against Declarant, or their successors or assigns. The Association may not alter or demolish any Improvements on any Lot other than Community Facilities in enforcing this Declaration before a judicial order authorizing such action has been obtained by the Association, or before the written consent of the Owner(s) of the affected Lot(s) has been obtained. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 4.05(e)* (INCLUDING ANY COST, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING OUT OF THE ASSOCIATION'S NEGLIGENCE IN CONNECTION THEREWITH), EXCEPT FOR SUCH COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE;**

(f) Legal and Accounting Services. To retain and pay for legal and accounting services necessary or proper in the operation of the Association;

(g) Conveyances. To grant and convey to any person or entity the real property and/or other interest, including fee title, leasehold estates, easements, rights-of-way or mortgages, out of, in, on, over, or under any Community Facilities in compliance with the use and occupancy restrictions imposed by the Restrictions or any governmental or quasi-governmental authority, for the purpose of constructing, erecting, operating or maintaining: (i) parks, parkways or other recreational facilities or structures; (ii) roads, streets, sidewalks, signs, street lights, walks, driveways, trails and paths; (iii) lines, cables, wires, conduits, pipelines or other devices for utility purposes; (iv) sewers, water systems, storm water drainage systems, sprinkler systems and pipelines; and/or (v) any similar Improvements or facilities;

(h) Manager. To retain and pay for the services of a person or firm (the "**Manager**") to manage and operate the Association, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by the Association or may be furnished by the Manager. Each contract entered into between the Association and the Manager will be terminable by the Association without cause upon sixty (60) days written notice to the Manager. To the extent permitted by law, the Board may delegate any other duties, powers and functions to the Manager. In addition,

the Board may adopt transfer fees, resale certificate fees, or any other fees associated with the provision of management services to the Association or its Members. **THE MEMBERS HEREBY RELEASE THE ASSOCIATION AND THE MEMBERS OF THE BOARD AND COMMITTEE MEMBERS FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED;**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, gardening and all other utilities, services, repair and maintenance for any portion of the Property or the Property and any Community Facilities, including but not limited to private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, and lakes;

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that the Association or the Board is required or permitted to secure or to pay for pursuant to applicable law (including the Texas Business Organizations Code) or under the terms of the Restrictions or as determined by the Board;

(k) Construction. To construct new Improvements or additions to any property owned, leased, or licensed by the Association, subject to the approval of the Board;

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Community Facilities or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, the Association, or the Members;

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise;

(n) Allocation of Votes. To determine votes when permitted or required pursuant to *Section 4.04* above; and

(o) Membership Privileges. To establish Rules and regulations governing and limiting the use of the Community Facilities and any Improvements thereon.

4.06 Acceptance and Control of Community Facilities.

(a) Transfers and Conveyance by Declarant. The Association may acquire, hold, and dispose of any interest in tangible and intangible personal property and real

property. Declarant may transfer or convey to the Association interests in real or personal property within or for the benefit of the Property, or the Property and the general public, and the Association will accept such transfers and conveyances. Such property may be improved or unimproved and may consist of fee simple title, easements, leases, licenses, or other real or personal property interests. Such property will be accepted by the Association and thereafter will be maintained as Community Facilities by the Association for the benefit of the Property and/or the general public subject to any restrictions set forth in the deed or other instrument transferring or assigning such property to the Association. Upon Declarant's written request, the Association will re-convey to Declarant any unimproved real property that Declarant originally conveyed to the Association for no payment to the extent conveyed in error or needed to make minor adjustments in property lines.

(b) Relationships with Other Properties and Entities. The Association may contract with the owner of any neighboring property and any entity that provides services to all or any portion of the Members for the purpose of sharing costs associated with: (a) maintenance and operation of mutually beneficial properties or facilities; and (b) provision of mutually beneficial services.

(c) Relationships with Quasi-Governmental Entities and Tax Exempt Organizations. The Association may create, enter into agreements or contracts with, or grant exclusive and/or non-exclusive easements over the Community Facilities to (i) a public improvement district created pursuant to Chapter 372, Subchapter B of the Texas Local Government Code; (ii) a municipal utility district created pursuant to Article XVI, Section 59 of the Constitution of Texas and Chapters 49 and 54, Texas Water Code; (iii) any other similarly constituted quasi-governmental entity created for the purpose of providing benefits or services to the Property or (iv) nonprofit, tax-exempt organizations, the operation of which confers some benefit upon the Property, the Association, its members, or residents. The Association may contribute money, real or personal property, or services to such entity. Any such contribution shall be a common expense to be included in the assessments levied by the Association and included as a line item in the Association's annual budget. For the purposes of this Section, a "tax-exempt organization" shall mean an entity which is exempt from federal income taxes under the Internal Revenue Code (the "**Code**"), such as, but not limited to, entities which are exempt from federal income taxes under Sections 501(c)(3) or 501(c)(4), as the Code may be amended from time to time. The Association may maintain multiple-use facilities within the Property and allow use by tax-exempt organizations. Such use may be on a scheduled or "first-come, first-served" basis. A reasonable maintenance and use fee may be charged for the use of such facilities.

4.07 Indemnification. To the fullest extent permitted by applicable law but without duplication (and subject to) any rights or benefits arising under the Certificate or Bylaws of the Association, the Association will indemnify any person who was, or is, a party, or is threatened to be made a party to any threatened pending or completed action, suit or proceeding, whether

civil, criminal, administrative or investigative by reason of the fact that he is, or was, a director, officer, committee member, employee, servant or agent of the Association against expenses, including attorneys' fees, reasonably incurred by him in connection with such action, suit or proceeding if it is found and determined by the Board or a court of competent jurisdiction that he (1) acted in good faith and in a manner he reasonably believed to be in, or not opposed to, the best interests of the Association, or (2) with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by settlement, or upon a plea of *nolo contendere* or its equivalent, will not of itself create a presumption that the person did not act in good faith or in a manner which was reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

4.08 **Insurance.** The Board may purchase and maintain, at the expense of the Association, insurance on behalf of any person who is acting as a director, officer, committee member, employee, servant or agent of the Association against any liability asserted against him or incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability or otherwise.

4.09 **Bulk Rate Contracts.** Without limitation on the generality of the Association powers set out in *Section 4.05* hereinabove, the Association will have the power to enter into Bulk Rate Contracts at any time and from time to time. The Association may enter into Bulk Rate Contracts with any service providers chosen by the Board (including Declarant, and/or any entities in which Declarant, or the owners or partners of Declarant are owners or participants, directly or indirectly). The Bulk Rate Contracts may be entered into on such terms and provisions as the Board may determine in its sole and absolute discretion. The Association may, at its option and election, add the charges payable by such Owner under such Bulk Rate Contract to the Assessments against such Owner's Lot. In this regard, it is agreed and understood that, if any Owner fails to pay any charges due by such Owner under the terms of any Bulk Rate Contract, then the Association will be entitled to collect such charges by exercising the same rights and remedies it would be entitled to exercise under this Declaration with respect to the failure by such Owner to pay Assessments, including without limitation the right to foreclose the lien against such Owner's Lot which is reserved under the terms and provisions of this Declaration. In addition, in the event of nonpayment by any Owner of any charges due under any Bulk Rate Contract and after the lapse of at least twelve (12) days since such charges were due, the Association may, upon five (5) days' prior written notice to such Owner (which may run concurrently with such twelve (12) day period), in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility service or other service provided at the cost of the Association and not paid for by such Owner (or the occupant of such Owner's Lot) directly to the applicable service or utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of termination, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the

office or street address where the Owner (or the occupant of such Owner's Lot) can make arrangements for payment of the bill and for re-connection or re-institution of service. No utility or cable television service will be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services.

4.10 Community Technology.

(a) Community Systems. Without limiting the generality of *Section 4.05*, the Association is specifically authorized to provide, or to enter into contracts with other persons to provide, central telecommunication receiving and distribution systems (e.g. cable television, high speed data/internet/intranet services, and security monitoring) and related components, including associated infrastructure, equipment, hardware, and software, to serve the Property (the "**Community Systems**"). Any such contracts may provide for installation, operation, management, maintenance, and upgrades or modifications to the Community Systems as the Board determines appropriate. The Association will have no obligation to utilize any particular provider(s).

(b) Community Interaction. The Association may make use of computers, the internet, and expanding technology to facilitate community interaction and encourage participation in Association activities. For example, the Association may sponsor a community cable television channel, create and maintain a community intranet or Internet home page, maintain an "online" newsletter or bulletin board, and offer other technology related services and opportunities for Owners and occupants to interact and participate in Association-sponsored activities. To the extent Texas law permits, and unless otherwise specifically prohibited in the Restrictions, the Association may send notices by electronic means, hold Board or Association meetings and permit attendance and voting by electronic means, and send and collect assessment and other invoices by electronic means. The Board will specifically have the authority to adopt policies and procedures related to (i) Community Systems access by Owners, residents and other parties; (ii) using the Community Systems for the purpose of sending any notice required by the Restrictions; and (iii) electronic voting and the establishment of any quorum.

4.11 Merger. Merger or consolidation of the Association with another association must be conducted pursuant to the Texas Business Organizations Code. On merger or consolidation of the Association with another association, the property, rights, and obligations of another association may, by operation of law, be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to the merger. The surviving or consolidated association may administer the provisions of the Restrictions within the Property, together with the covenants and restrictions established on any other property under its jurisdiction. No merger or consolidation, however, will effect a revocation, change, or addition to the covenants established by this Declaration within the Property. After merger or consolidation of the Association with another association, the Board reserves the right to record a notice in the Official Public Records of Travis County, Texas stating that a merger or

consolidation has occurred and providing the name of the other association and the surviving association.

4.12 Damage and Destruction.

(a) Claims. Promptly after damage or destruction by fire or other casualty to all or any part of the Community Facilities covered by insurance, the Board, or its duly authorized agent, will proceed with the filing and adjustment of all claims arising under such insurance and obtain reliable and detailed estimates of the cost of repair of the damage. Repair, as used in this *Section 4.12(a)*, means repairing or restoring the Community Facilities to substantially the same condition as existed prior to the fire or other casualty.

(b) Repair Obligations. Any damage to or destruction of the Community Facilities will be repaired unless a majority of the Board decides within sixty (60) days after the casualty not to repair. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair, or both, are not made available to the Association within said period, then the period will be extended until such information will be made available.

(c) Restoration. In the event that it should be determined by the Board that the damage or destruction of the Community Facilities will not be repaired and no alternative Improvements are authorized, then the affected portion of the Community Facilities will be restored to its natural state and maintained as an undeveloped portion of the Community Facilities by the Association in a neat and attractive condition.

(d) Special Assessment. If insurance proceeds are paid to restore or repair any damaged or destroyed Community Facilities, and such proceeds are not sufficient to defray the cost of such repair or restoration, the Board will levy a Special Assessment, as provided in *Article 6*, against all Owners. Additional Special Assessments may be made in like manner at any time during or following the completion of any repair.

(e) Proceeds Payable to Owners. In the event that any proceeds of insurance policies are paid to Owners as a result of any damage or destruction to any Community Facilities, such payments will be allocated based on Assessment Units and will be paid jointly to the Owners and the holders of first Mortgages or deeds of trust on their Lots.

4.13 Eminent Domain. In the event it becomes necessary for any public authority to acquire all or any part of the Community Facilities for any public purpose during the period this Declaration is in effect, the Board is hereby authorized to negotiate with such public authority for such acquisition and to execute instruments necessary for that purpose. Should acquisitions by eminent domain become necessary, only the Board need be made a party, and in any event the proceeds received will be held by the Association for the benefit of the Owners.

In the event any proceeds attributable to acquisition of Community Facilities are paid to Owners, such payments will be allocated based on Assessment Units and paid jointly to the Owners and the holders of first Mortgages or deeds of trust on the respective Lot.

ARTICLE 5
INSURANCE

5.01 Insurance. Each Owner will be required to purchase and maintain reasonably standard insurance on the Improvements located upon such Owner's Lot. The Association will not be required to maintain insurance on the Improvements constructed upon any Lot. The Association may, however, obtain such insurance as it may deem necessary, including but not limited to such policies of liability and property damage insurance as the Board, in its discretion, may deem necessary. Insurance premiums for such policies will be a common expense to be included in the assessments levied by the Association. The acquisition of insurance by the Association will be without prejudice to the right and obligation of any Owner to obtain additional individual insurance.

5.02 Restoration. In the event of any fire or other casualty involving a Lot, the Owner thereof will promptly repair, restore and replace any damaged or destroyed structures to their same exterior condition existing prior to the damage or destruction thereof. Such repair, restoration or replacement will be commenced and completed in a good and workmanlike manner using exterior materials identical to those originally used in the structures damaged or destroyed. To the extent that the Owner fails to commence such repair, restoration or replacement of substantial or total damage or destruction within one hundred and twenty (120) days after the occurrence of such damage or destruction, and thereafter prosecute same to completion, or if the Owner does not clean up any debris resulting from any damage within thirty (30) days after the occurrence of such damage, the Association may commence, complete or effect such repair, restoration, replacement or clean-up, and such Owner will be personally liable to the Association for the cost of such work; provided, however, that if the Owner is prohibited or delayed by law, regulation or administrative or public body or tribunal from commencing such repair, restoration, replacement or clean-up, the rights of the Association under this provision will not arise until the expiration of thirty (30) days after such prohibition or delay is removed. If the Owner fails to pay such cost upon demand by the Association, the cost thereof (plus interest from the date of demand until paid at the maximum lawful rate, or if there is no such maximum lawful rate, than at the rate of one and one-half percent (1½%) per month will be added to the Assessment chargeable to the Owner's Lot. Any such amounts added to the Assessments chargeable against a Lot will be secured by the liens reserved in the Declaration for Assessments and may be collected by any means provided in this Declaration for the collection of Assessments, including, but not limited to, foreclosure of such liens against the Owner's Lot. **EACH SUCH OWNER WILL INDEMNIFY AND HOLD HARMLESS THE ASSOCIATION AND ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY COST, LOSS, DAMAGE, EXPENSE, LIABILITY, CLAIM OR CAUSE OF ACTION INCURRED OR THAT MAY ARISE BY REASON OF THE ASSOCIATION'S ACTS OR ACTIVITIES UNDER THIS *SECTION 5.02*, EXCEPT FOR SUCH COST, LOSS, DAMAGE,**

EXPENSE, LIABILITY, CLAIM OR COST OF ACTION ARISING BY REASON OF THE ASSOCIATION'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. "GROSS NEGLIGENCE" AS USED HEREIN DOES NOT INCLUDE SIMPLE NEGLIGENCE, CONTRIBUTORY NEGLIGENCE OR SIMILAR NEGLIGENCE SHORT OF ACTUAL GROSS NEGLIGENCE.

5.03 **Mechanic's and Materialmen's Lien**. Each Owner whose structure is repaired, restored, replaced or cleaned up by the Association pursuant to the rights granted under this *Article 5*, hereby grants to the Association an express mechanic's and materialmen's lien for the reasonable cost of such repair, restoration, or replacement of the damaged or destroyed Improvement to the extent that the cost of such repair, restoration or replacement exceeds any insurance proceeds allocable to such repair, restoration or replacement and delivered to the Association. Upon request by the Board, and before the commencement of any reconstruction, repair, restoration or replacement, such Owner will execute all documents sufficient to effectuate such mechanic's and materialmen's lien in favor of the Association.

ARTICLE 6
ASSESSMENTS

6.01 **Assessments**.

(a) Established by Board. Assessments established by the Board pursuant to the provisions of this *Article 6* will be levied by the Association against each Assessable Lot in amounts determined pursuant to *Section 6.09* below. The total amount of Assessments will be determined by the Board pursuant to *Section 6.03, 6.04, 6.05, 6.06* and/or *6.07*.

(b) Personal Obligation; Lien. Each Assessment, together with such interest thereon and costs of collection as hereinafter provided, will be the personal obligation of the Owner of the Assessable Lot against which the Assessment is levied and will be secured by a lien hereby granted and conveyed by Declarant to the Association against each such Assessable Lot and all Improvements thereon (such lien, with respect to any Assessable Lot not in existence on the date hereof, will be deemed granted and conveyed at the time that such Assessable Lot is created). The Association may enforce payment of such Assessments in accordance with the provisions of this Article.

(c) Declarant Subsidy. Declarant may, but is not obligated to, reduce Assessments which would otherwise be levied against Assessable Lots for any fiscal year by the payment of a subsidy to the Association. Any subsidy paid to the Association by Declarant may be treated as a contribution or a loan, in Declarant's sole and absolute discretion. If Declarant elects to treat such subsidy as a loan, Declarant may prepare and submit to the Association a promissory note for the loan amount and the Association shall execute and return an original of the promissory note to Declarant. Any subsidy and the characterization thereof will be disclosed as a line item in the

annual budget prepared by the Board and attributable to such Assessments. The payment of a subsidy in any given year will not obligate Declarant to continue payment of a subsidy to the Association in future years.

6.02 **Maintenance Fund**. The Board will establish one or more accounts into which will be deposited all monies paid to the Association and from which disbursements will be made in performing the functions of the Association under the Restrictions and the Texas Business Organizations Code. The funds of the Association may be used for any purpose authorized by the Restrictions and the Texas Business Organizations Code, as each may be amended.

6.03 **Regular Annual Assessments.** Prior to the beginning of each fiscal year, the Board will estimate the expenses to be incurred by the Association during such year in performing its functions and exercising its powers under this Declaration, including, but not limited to, the cost of all management, repair and maintenance, the cost of providing street and other lighting, the cost of administering and enforcing the covenants and restrictions contained herein, and will estimate the amount needed to maintain a reasonable provision for contingencies and an appropriate replacement reserve, and will give due consideration to any expected income and any surplus from the prior year's fund. Assessments sufficient to pay such estimated net expenses will then be levied at the level of Assessments set by the Board in its sole and absolute discretion, and the Board's determination will be final and binding so long as it is made in good faith. If the sums collected prove inadequate for any reason, including nonpayment of any individual Assessment, the Board may at any time, and from time to time, levy further Assessments in the same manner. All such regular Assessments will be due and payable to the Association at the beginning of the fiscal year or during the fiscal year in equal monthly installments on or before the first day of each month, or in such other manner as the Board may designate in its sole and absolute discretion.

6.04 **Special Assessments.** In addition to the Assessments provided for above, the Board may levy special Assessments whenever in the Board's opinion such special Assessments are necessary to enable the Board to carry out the functions of the Association under this Declaration. The amount of any special Assessments will be at the reasonable discretion of the Board. In addition to the special Assessments authorized above, the Board may, in any fiscal year, levy a special Assessment applicable to that fiscal year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Community Facilities. Any special Assessment levied by the Board for the purpose of defraying, in whole or in part, costs of any construction, reconstruction, repair or replacement of capital improvement upon the Community Facilities will be levied against all Owners pro rata in proportion to the number of allocated Assessment Units.

6.05 **Individual Assessments**. In addition to any other Assessments, the Board may levy an Individual Assessment against an Owner and the Owner's Assessable Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on

delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Assessable Lot into compliance with the Restrictions; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or residents of the Owner's Assessable Lot; common expenses that benefit fewer than all of the Units, which may be assessed according to benefit received; fees or charges levied against the Association on a per-Assessable Lot basis; and "pass through" expenses for services to Assessable Lots provided through the Association and which are equitably paid by each Assessable Lot according to benefit received.

6.06 Working Capital Fee.

(a) Due Upon Sale. Except as otherwise provided herein, a working capital fee, in such amount as may be determined by the Board from time to time in its sole and absolute discretion, will be payable upon the sale of each Assessable Lot. The working capital fee will be collected from the transferee when the sale of the Assessable Lot closes to an Owner. Contributions to the fund are not advance payments of any other Assessments levied hereunder and are not refundable. Declarant is not required to make contributions for any Assessable Lot owned or retained by Declarant, or for any Assessable Lot for which the contribution was not collected at closing. During the Development Period, Declarant must approve the amount of any working capital fee adopted by the Board.

(b) Exempt Transfers. Notwithstanding the foregoing provision, the following transfers will not be subject to the working capital assessment: (i) foreclosure of a deed of trust lien, tax lien, or the Association's assessment lien; (ii) transfer to, from, or by the Association; (iii) voluntary transfer by an Owner to one or more co-Owners, or to the Owner's spouse, child, or parent. In the event of any dispute regarding the application of the working capital fee to a particular Owner, Declarant's determination regarding application of the exemption will be binding and conclusive without regard to any contrary interpretation of this *Section 6.06*. The working capital fee will be in addition to, not in lieu of, any other assessments levied in accordance with this *Article 6* and will not be considered an advance payment of such assessments. The working capital fee will be due and payable by the transferee to the Association immediately upon each transfer of title to the Assessable Lot, including upon transfer of title from one Owner of such Assessable Lot to any subsequent purchaser or transferee thereof. The Association will have the power to waive the payment of any working capital fee attributable to a Assessable Lot by the recordation in the Official Public Records of Travis County, Texas of a waiver notice executed by a majority of the Board members of the Association.

6.07 Amount of Assessment. The Board will levy Assessments against each "Assessment Unit" (as defined in *Section 6.09(a)* below). Unless otherwise provided in this

Declaration, Assessments levied pursuant to *Section 6.03* and *Section 6.05* will be levied uniformly against each Assessment Unit.

(a) Each Assessable Lot will constitute one (1) "**Assessment Unit**" unless otherwise provided herein.

(b) Notwithstanding anything in this Declaration to the contrary, no Assessments will be levied upon Assessable Lots owned by Declarant.

(c) Declarant may, in its sole discretion, elect to: (i) exempt any un-platted or unimproved portion of the Property, Assessable Lot from Assessments; or (ii) delay the levy of Assessments against any un-platted or unimproved or improved portion of the Property.

6.08 **Late Charges.** If any Assessment is not paid by the due date applicable thereto, the Owner responsible for the payment may be required by the Board, at the Board's election at any time and from time to time, to pay a late charge in such amount as the Board may designate, and the late charge (and any reasonable handling costs) will be levied as an Individual Assessment against the Assessable Lot owned by such Owner, collectible in the manner as provided for collection of Assessments, including foreclosure of the lien against such Assessable Lot; provided, however, such charge will never exceed the maximum charge permitted under applicable law.

6.09 **Owner's Personal Obligation; Interest.** Assessments levied as provided for herein will be the personal and individual debt of the Owner of the Assessable Lot against which are levied such Assessments. No Owner may exempt himself from liability for such Assessments. In the event of default in the payment of any such Assessment, the Owner of the Assessable Lot will be obligated to pay interest on the amount of the Assessment at the highest rate allowed by applicable usury laws then in effect on the amount of the Assessment from the due date therefor (or if there is no such highest rate, then at the rate of one and one half percent (1½%) per month), together with all costs and expenses of collection, including reasonable attorney's fees. Such amounts will be levied as an Individual Assessment against the Assessable Lot owned by such Owner.

6.10 **Application of Payments.** The Association may adopt and amend policies regarding the application of payments. The Association may refuse to accept partial payment, i.e., less than the full amount due and payable. The Association may also refuse to accept payments to which the payer attaches conditions or directions contrary to the Association's policy for applying payments. The Association's policy may provide that endorsement and deposit of a payment does not constitute acceptance by the Association, and that acceptance occurs when the Association posts the payment to the Owner's account.

6.11 **Assessment Lien and Foreclosure.** The payment of all sums assessed by the Association in the manner provided in this *Article 6* is, together with any late charges as

provided in *Section 6.08* and interest and all costs of collection, including attorney's fees as provided in *Section 6.11*, secured by the continuing Assessment lien granted to the Association pursuant to *Section 6.01(b)* above, and will bind each Assessable Lot in the hands of the Owner thereof, and such Owner's heirs, devisees, personal representatives, successors or assigns. The aforesaid lien will be superior to all other liens and charges against such Assessable Lot, except only for tax liens and all sums secured by a first mortgage lien or first deed of trust lien of record, to the extent such lien secures sums borrowed for the acquisition or improvement of the Assessable Lot in question, provided such Mortgage was recorded in the Official Public Records of Travis County, Texas before the delinquent Assessment was due. The Association will have the power to subordinate the aforesaid Assessment lien to any other lien. Such power will be entirely discretionary with the Board, and such subordination may be signed by an officer of the Association. The Association may, at its option and without prejudice to the priority or enforceability of the Assessment lien granted hereunder, prepare a written notice of Assessment lien setting forth the amount of the unpaid indebtedness, the name of the Owner of the Assessable Lot covered by such lien and a description of the Assessable Lot. Such notice may be signed by an agent of the Association and will be recorded in the Official Public Records of Travis County, Texas. Each Owner, by accepting a deed or ownership interest to a Assessable Lot subject to this Declaration will be deemed conclusively to have granted a power of sale to the Association to secure and enforce the Assessment lien granted hereunder. Such lien for payment of Assessments may be enforced by the non-judicial foreclosure of the defaulting Owner's Assessable Lot by the Association in like manner as a real property mortgage with power of sale under Tex. Prop. Code § 51.002. (For such purpose, Joshua D. Bernstein of Travis County, Texas, is hereby designated as trustee for the benefit of the Association, with the Association retaining the power to remove any trustee with or without cause and to appoint a successor trustee without the consent or joinder of any other person.) The Assessment liens and rights to foreclosure thereof will be in addition to and not in substitution of any other rights and remedies the Association may have by law and under this Declaration, including the rights of the Association to institute suit against such Owner personally obligated to pay the Assessment and/or for foreclosure of the aforesaid lien judicially. In any foreclosure proceeding, whether judicial or non-judicial, such Owner will be required to pay the costs, expenses and reasonable attorney's fees incurred. The Association will have the power to bid (in cash or by credit against the amount secured by the lien) on the property at foreclosure or other legal sale and to acquire, hold, lease, mortgage, convey or otherwise deal with the same. Upon the written request of any Mortgagee, the Association will report to said Mortgagee any unpaid Assessments remaining unpaid for longer than thirty (30) days after the same are due. The lien hereunder will not be affected by the sale or transfer of any Assessable Lot; except, however, that in the event of foreclosure of any first-lien Mortgage securing indebtedness incurred to acquire such Assessable Lot, the lien for any Assessments that were due and payable before the foreclosure sale will be extinguished, provided that past-due Assessments will be paid out of the proceeds of such foreclosure sale only to the extent that funds are available after the satisfaction of the indebtedness secured by the first lien Mortgage. The provisions of the preceding sentence will not, however, relieve any subsequent Owner (including any Mortgagee or other purchaser at a foreclosure sale) from paying Assessments becoming due and payable after the foreclosure sale.

Upon payment of all sums secured by a lien of the type described in this *Section 6.11*, the Association will upon the request of the Owner execute a release of lien relating to any lien for which written notice has been filed as provided above, except in circumstances in which the Association has already foreclosed such lien. Such release will be signed by an officer of the Association. In addition to the lien hereby retained, in the event of nonpayment by any Owner of any Assessment and after the lapse of at least twelve (12) days since such payment was due, the Association may, upon five (5) days' prior written notice (which may run concurrently with such 12 day period) to such Owner, in addition to all other rights and remedies available at law, equity or otherwise, terminate, in such manner as the Board deems appropriate, any utility or cable service provided through the Association and not paid for directly by an Owner or occupant to the utility provider. Such notice will consist of a separate mailing or hand delivery at least five (5) days prior to a stated date of disconnection, with the title "termination notice" or similar language prominently displayed on the notice. The notice will include the office or street address where the Owner or the Owner's tenant can make arrangements for payment of the bill and for reconnection of service. Utility or cable service will not be disconnected on a day, or immediately preceding a day, when personnel are not available for the purpose of collection and reconnecting such services. Except as otherwise provided by applicable law, the sale or transfer of a Assessable Lot will not relieve the Owner of such Assessable Lot or such Owner's transferee from liability for any Assessments thereafter becoming due or from the lien associated therewith. If an Owner conveys its Assessable Lot and on the date of such conveyance Assessments against the Assessable Lot remain unpaid, or said Owner owes other sums or fees under this Declaration to the Association, the Owner will pay such amounts to the Association out of the sales price of the Assessable Lot, and such sums will be paid in preference to any other charges against the Assessable Lot other than a first lien Mortgage or Assessment Liens and charges in favor of the State of Texas or a political subdivision thereof for taxes on the Assessable Lot which are due and unpaid. The Owner conveying such Assessable Lot will remain personally liable for all such sums until the same are fully paid, regardless of whether the transferee of the Assessable Lot also assumes the obligation to pay such amounts. The Board may adopt an administrative transfer fee to cover the administrative expenses associated with updating the Association's records upon the transfer of a Assessable Lot to a third party.

6.12 **Exempt Property**. The following area within the Property will be exempt from the Assessments provided for in this Article:

(a) All area dedicated and accepted by public authority, by the recordation of an appropriate document in the Official Public Records of Travis County, Texas;

(b) The Community Facilities;

(c) Lot 16 and Lot 17 in the Property; and

(d) Any portion of the Property owned by Declarant.

6.13 Fines and Damages Assessment.

(a) Board Assessment. The Board may assess fines against an Owner for violations of any of the terms and provisions of the Restrictions which have been committed by an Owner, an occupant of the Owner's Assessable Lot, or the Owner or occupant's family, guests, employees, contractors, agents or invitees. Any fine and/or charge for damage levied in accordance with this *Section 6.13* will be considered an Assessment pursuant to this Declaration. Each day of violation may be considered a separate violation if the violation continues after written notice to the Owner. The Board may assess damage charges against an Owner for pecuniary loss to the Association from property damage or destruction of Community Facilities by the Owner or the Owner's family, guests, agents, occupants, or tenants. The Manager will have authority to send notices to alleged violators, informing them of their violations and asking them to comply with the rules and/or informing them of potential or probable fines or damage assessments. The Board may from time to time adopt a schedule of fines.

(b) Procedure. The procedure for assessment of fines and damage charges will be as follows:

(i) The Association, acting through an officer, Board member or Manager, must give the Owner notice of the fine or damage charge not later than thirty (30) days after the assessment of the fine or damage charge by the Board;

(ii) The notice of the fine or damage charge must describe the violation or damage;

(iii) The notice of the fine or damage charge must state the amount of the fine or damage charge;

(iv) The notice of a fine or damage charge must state that the Owner will have thirty (30) days from the date of the notice to request a hearing before the Board to contest the fine or damage charge; and

(v) The notice of a fine must allow the Owner a reasonable time, by a specified date, to cure the violation and avoid the fine unless the Owner was given notice and a reasonable opportunity to cure a similar violation within the preceding six (6) months.

(c) Due Date. Fine and/or damage charges are due immediately after the expiration of the thirty (30) day period for requesting a hearing. If a hearing is requested, such fines or damage charges will be due immediately after the Board's decision at such hearing, assuming that a fine or damage charge of some amount is confirmed by the Board at such hearing.

(d) Lien Created. The payment of each fine and/or damage charge levied by the Board against the Owner of an Assessable Lot is, together with any late charges, interest and all costs of collection, including attorney's fees, secured by the lien granted to the Association pursuant to *Section 6.01(b)* of this Declaration. Unless otherwise provided in this *Section 6.13*, the fine and/or damage charge will be considered an Assessment for the purpose of this Article, and will be enforced in accordance with the terms and provisions governing the enforcement of assessments pursuant to this *Article 6*.

ARTICLE 7
ARCHITECTURAL COVENANTS AND CONTROL

7.01 Purpose. This Declaration creates rights to regulate the design, use, and appearance of the Lots in order to preserve and enhance the Property's value and architectural harmony. One purpose of this Article is to promote and ensure the level of taste, design, quality, and harmony by which the Property is developed and maintained. Another purpose is to prevent Improvements and modifications that may be widely considered to be radical, curious, odd, bizarre, inappropriate or peculiar in comparison to the then existing improvements. A third purpose is to regulate the appearance of every aspect of proposed or existing Improvements, including but not limited to dwellings, buildings, fences, landscaping, retaining walls, yard art, sidewalks, and driveways, and further including replacements or modifications of original construction or installation. Until expiration or termination of the Development Period, a primary purpose of this Article is to reserve and preserve Declarant's right of architectural control.

7.02 Architectural Reviewer. The purposes of this Article shall be undertaken by the Architectural Reviewer. Until expiration or termination of the Development Period, the Architectural Reviewer shall mean Declarant or its designee. Upon expiration or termination of the Development Period, the rights of the Architectural Reviewer will automatically be transferred to the Architectural Control Committee appointed by the Board as provided in *Section 7.04* below. So long as Declarant has rights as the Architectural Reviewer, all references in the Restrictions to the Architectural Control Committee shall mean the Architectural Reviewer. In furtherance of the purposes of this Article, the Architectural Reviewer may adopt Architectural Design Guidelines as more fully set forth in *Section 7.06(b)* below.

7.03 Architectural Control by Declarant.

(a) Declarant as the Architectural Reviewer. During the Development Period, the Architectural Reviewer shall mean the Declarant or its designee, and neither the Association, the Board, nor a committee appointed by the Association or Board (no matter how the committee is named) may involve itself with the approval of any Improvements. Declarant may designate one or more persons from time to time to act on its behalf as the Architectural Reviewer in reviewing and responding to applications pursuant to this Article.

(b) Declarant's Rights Reserved. Each Owner, by accepting an interest in or title to a Lot, whether or not it is so expressed in the instrument of conveyance, covenants and agrees that Declarant has a substantial interest in ensuring that the Improvements within the Property enhance Declarant's reputation as a community developer and do not impair Declarant's ability to market its property. Accordingly, each Owner agrees that during the Development Period no Improvements will be started or progressed without the prior written approval of the Architectural Reviewer, which approval may be granted or withheld at the Architectural Reviewer's sole discretion. In reviewing and acting on an application for approval, the Architectural Reviewer may act solely in its self-interest and owes no duty to any other person or any organization.

(c) Delegation by Declarant. During the Development Period, Declarant may from time to time, but is not obligated to, delegate all or a portion of its reserved rights as the Architectural Reviewer under this Article to an "**Architectural Control Committee**" appointed by the Board or a committee comprised of architects, engineers, or other persons who may or may not be Members of the Association. Any such delegation must be in writing and must specify the scope of delegated responsibilities. Any such delegation is at all times subject to the unilateral rights of Declarant to: (i) revoke such delegation at any time and reassume jurisdiction over the matters previously delegated; and (ii) veto any decision which Declarant, in its sole discretion, determines to be inappropriate or inadvisable for any reason, provided however such veto must be made by Declarant within ten (10) days of Declarant's receipt of the Architectural Control Committee's decision.

7.04 Architectural Control by Association.

(a) Association as the Architectural Reviewer. Upon Declarant's delegation in writing of all or a portion of its reserved rights as the Architectural Reviewer to the Board, or upon the expiration or termination of the Development Period, the Association, acting through the Architectural Control Committee, will assume jurisdiction over architectural control and will have the powers of the Architectural Reviewer.

(b) Architectural Control Committee. The Architectural Control Committee will consist of at least two (2) persons appointed by the Board. Members of the Architectural Control Committee serve at the pleasure of the Board and may be removed and replaced at the Board's discretion. At the Board's option, the Board may act as the Architectural Control Committee, in which case all references to the Architectural Control Committee will be construed to mean the Board. Members of the Architectural Control Committee need not be Owners or Residents, and may but need not include architects, engineers, and design professionals whose compensation, if any, may be established from time to time by the Board.

7.05 Prohibition of Construction, Alteration and Improvement. No Improvement, or any addition, alteration, improvement, installation, modification, redecoration, or reconstruction thereof may occur unless approved in advance by the Architectural Reviewer. The Architectural Reviewer has the right but not the duty to evaluate every aspect of construction, landscaping, and property use that may adversely affect the general value or appearance of the Property. Notwithstanding the foregoing, each Owner will have the right to modify, alter, repair, decorate, redecorate, or improve the interior of an Improvement, provided that such action is not visible from any other portion of the Property or Property.

7.06 Architectural Approval.

(a) Submission and Approval of Plans and Specifications. Construction plans and specifications or, when an Owner desires solely to re-subdivide or consolidate Lots, a proposal for such re-subdivision or consolidation will be submitted in accordance with the Architectural Design Guidelines or any additional rules adopted by the Architectural Reviewer together with any review fee which is imposed by the Architectural Reviewer in accordance with *Section 7.06(b)*. Contact information for the Architectural Reviewer will be set forth in the Architectural Design Guidelines. No re-subdivision or consolidation will be made, nor any Improvement placed or allowed on any Lot, until the plans and specifications and the Homebuilder which the Owner intends to use to construct the proposed structure or Improvement have been approved in writing by the Architectural Reviewer. The Architectural Reviewer may, in reviewing such plans and specifications consider any information that it deems proper; including, without limitation, any permits, environmental impact statements or percolation tests that may be required by the Architectural Reviewer or any other entity; and harmony of external design and location in relation to surrounding structures, topography, vegetation, and finished grade elevation. The Architectural Reviewer may postpone its review of any plans and specifications submitted for approval pending receipt of any information or material which the Architectural Reviewer, in its sole discretion, may require. Site plans must be approved by the Architectural Reviewer prior to the clearing of any Lot, or the construction of any Improvements. The Architectural Reviewer may refuse to approve plans and specifications for proposed Improvements, or for the re-subdivision or consolidation of any Lot on any grounds that, in the sole and absolute discretion of the Architectural Reviewer, are deemed sufficient, including, but not limited to, purely aesthetic grounds.

(b) Architectural Design Guidelines. Declarant, as the initial Architectural Reviewer, will adopt the Architectural Design Guidelines. Thereafter, the Architectural Reviewer has the power, from time to time, to amend, modify, or supplement the Architectural Design Guidelines. In the event of any conflict between the terms and provisions of the Architectural Design Guidelines and the terms and provisions of this Declaration, the terms and provisions of this Declaration will control. In addition, the Architectural Reviewer will have the power and authority to impose a fee for the review of plans, specifications and other documents and information submitted to it pursuant

to the terms of this Declaration. Such charges will be held by the Architectural Reviewer and used to defray the administrative expenses incurred by the Architectural Reviewer in performing its duties hereunder; provided, however, that any excess funds held by the Architectural Reviewer will be distributed to the Association at the end of each calendar year. The Architectural Reviewer will not be required to review any plans until a complete submittal package, as required by this Declaration and the Architectural Design Guidelines, is assembled and submitted to the Architectural Reviewer. The Architectural Reviewer will have the authority to adopt such additional procedural and substantive rules and guidelines (including, without limitation, the imposition of any requirements for a compliance deposit, certificates of compliance or completion relating to any Improvement, and the right to approve in advance any contractor selected for the construction of Improvements), not in conflict with this Declaration, as it may deem necessary or appropriate in connection with the performance of its duties hereunder. Plans and specifications may be submitted to the office of Jauregui Architect, 3660 Stone Ridge Road, Building A102, Austin, Texas 78746 (or such other address as the Architectural Reviewer may designate from time to time).

(c) Failure to Act. In the event that any plans and specifications are submitted to the Architectural Reviewer as provided herein, and the Architectural Reviewer fails to either approve or reject such plans and specifications for a period of sixty (60) days following such submission, the plans and specifications will be deemed disapproved.

(d) Variances. The Architectural Reviewer may grant variances from compliance with any of the provisions of this Declaration or the Architectural Design Guidelines, including, but not limited to, restrictions upon height, size, shape, floor areas, land area, placement of structures, set-backs, building envelopes, colors, materials, or land use, when, in the opinion of the Architectural Reviewer, in its sole and absolute discretion, such variance is justified. All variances must be evidenced in writing and, if Declarant has assigned its rights to the Architectural Control Committee, must be approved by at least a majority of the members of the Architectural Control Committee. If a variance is granted, no violation of the covenants, conditions, or restrictions contained in the Restrictions will be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such variance will not operate to waive or amend any of the terms and provisions of the Restrictions for any purpose except as to the particular property and in the particular instance covered by the variance, and such variance will not be considered to establish a precedent for any future waiver, modification, or amendment of the terms and provisions of the Restrictions.

(e) Duration of Approval. The approval of the Architectural Reviewer of any final plans and specifications, and any variances granted by the Architectural Reviewer will be valid for a period of one hundred and twenty (120) days only. If construction in accordance with such plans and specifications or variance is not commenced within such

one hundred and twenty (120) day period and diligently prosecuted to completion thereafter, the Owner will be required to resubmit such final plans and specifications or request for a variance to the Architectural Reviewer, and the Architectural Reviewer will have the authority to re-evaluate such plans and specifications in accordance with this *Section 7.06(e)* and may, in addition, consider any change in circumstances which may have occurred since the time of the original approval.

(f) No Waiver of Future Approvals. The approval of the Architectural Reviewer to any plans or specifications for any work done or proposed in connection with any matter requiring the approval or consent of the Architectural Reviewer will not be deemed to constitute a waiver of any right to withhold approval or consent as to any plans and specifications on any other matter, subsequently or additionally submitted for approval by the same or a different person, nor will such approval or consent be deemed to establish a precedent for future approvals by the Architectural Reviewer.

(g) Limits on Liability. The Architectural Reviewer has sole discretion with respect to taste, design, and all standards specified by this Article. The Architectural Reviewer shall have no liability for decisions made in good faith, and which are not arbitrary or capricious. The Architectural Reviewer is not responsible for: (i) errors in or omissions from the plans and specifications submitted to the Architectural Reviewer; (ii) supervising construction for the Owner's compliance with approved plans and specifications; or (iii) the compliance of the Owner's plans and specifications with governmental codes and ordinances, state and federal laws.

(h) Non-Liability of the Architectural Reviewer. THE ARCHITECTURAL REVIEWER WILL NOT BE LIABLE TO ANY OWNER OR TO ANY OTHER PERSON FOR ANY LOSS, DAMAGE OR INJURY ARISING OUT OF THE PERFORMANCE OF THE ARCHITECTURAL REVIEWER'S DUTIES UNDER THIS DECLARATION, UNLESS SUCH LOSS, DAMAGE, OR INJURY IS DUE TO THE WILLFUL MISCONDUCT OR BAD FAITH OF THE ARCHITECTURAL REVIEWER OR ONE OR MORE INDIVIDUALS ACTING ON ITS BEHALF, AS THE CASE MAY BE.

ARTICLE 8
MORTGAGE PROVISIONS

The following provisions are for the benefit of holders, insurers and guarantors of first Mortgages on Lots within the Property. The provisions of this Article apply to the Declaration and the Bylaws of the Association.

8.01 Notice of Action. An institutional holder, insurer, or guarantor of a first Mortgage which provides a written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the street address of the Lot to which its Mortgage relates (thereby becoming an "**Eligible Mortgage Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is an Eligible Mortgage held, insured, or guaranteed by such Eligible Mortgage Holder; or

(b) Any delinquency in the payment of assessments or charges owed for a Lot subject to the Mortgage of such Eligible Mortgage Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Restrictions relating to such Lot or the Owner or occupant which is not cured within sixty (60) days; or

(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

8.02 **Examination of Books.** The Association will permit Mortgagees to examine the books and records of the Association during normal business hours.

8.03 **Taxes, Assessments and Charges.** All taxes, assessments and charges that may become liens prior to first lien mortgages under applicable law will relate only to the individual Lots and not to any other portion of the Property.

ARTICLE 9
EASEMENTS

9.01 **Right of Ingress and Egress.** Declarant and its agents, employees and designees will have a right of ingress and egress over and the right of access to the Community Facilities to the extent necessary to use the Community Facilities and the right to such other temporary uses of the Community Facilities as may be reasonably required or desirable (as determined by Declarant in its sole discretion) in connection with the construction and development of the Property.

9.02 **Reserved Easements.** All dedications, limitations, restrictions and reservations shown on any plat and all grants and dedications of easements, rights-of-way, restrictions and related rights made by Declarant prior to the Property becoming subject to this Declaration are incorporated herein by reference and made a part of this Declaration for all purposes as if fully set forth herein, and will be construed as being adopted in each and every contract, deed or conveyance executed or to be executed by or on behalf of Declarant. Declarant reserves the right to relocate, make changes in, and additions to said easements, rights-of-way, dedications, limitations, reservations and grants for the purpose of most efficiently and economically developing the Property.

9.03 **Development Easements.** Declarant reserves for itself and the Association a perpetual non-exclusive easement over and across the Property for: (i) the installation, operation and maintenance of utilities and associated infrastructure to serve the Property and any other property owned by Declarant; (ii) the installation, operation and maintenance of cable

lines and associated infrastructure for sending and receiving data and/or other electronic signals, security and similar services to serve the Property and any other property owned by Declarant; and (iii) the installation, operation and maintenance of roadways, walkways, pathways and trails, drainage systems, street lights and signage to serve the Property and any other property owned by Declarant. Declarant will be entitled to unilaterally assign the easements reserved hereunder to any third party who owns, operates or maintains the facilities and improvements described in (i) through (iii) of this *Section 9.03*. The exercise of the easement reserved herein will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or residence or Improvement constructed thereon.

9.04 **Roadway and Utility Easements.** Declarant reserves the right to locate, relocate, construct, erect, and maintain or cause to be located, relocated, constructed, erected, and maintained in and on any streets maintained by the Association, or areas conveyed to the Association, or areas reserved or held as Community Facilities, roadways, sewer lines, water lines, electrical lines and conduits, and other pipelines, conduits, wires, and any public utility function beneath or above the surface of the ground with the right of access to the same at any time for the purposes of repair and maintenance.

9.05 **Subdivision Entry, Fencing and Landscape Easements**. Declarant reserves for itself and the Association, an easement over and across the Property for the installation, maintenance, repair or replacement of certain subdivision entry facilities and fencing within the Property which serves the Property, including but not limited to fencing along streets and roadways within the Property which may be constructed upon portions of Lots adjacent to such streets and roadways ("**Roadway Fences**"). Declarant will have the right, from time to time, to record a written notice in the Official Public Records of Travis County, Texas, which identifies the subdivision entry facilities and fencing, including any Roadway Fences, to which the easement reserved hereunder applies. Declarant may designate all or any portion of the subdivision entry facilities and/or fencing, including any Roadway Fences, as Community Facilities by written notice recorded in the Official Public Records of Travis County, Texas. The exercise of the easements reserved hereunder will not extend to permitting entry into any residence, nor will it unreasonably interfere with the use of any Lot or Improvement constructed thereon.

9.06 **Easements for Special Events.** Declarant reserves for itself and the Association, and their successors, assigns, and designees, a perpetual, non-exclusive easement over the Community Facilities for the purpose of: (i) conducting parades; (ii) running, fishing, biking or other sporting events; (iii) educational, cultural, artistic, musical and entertainment activities; and (iv) other activities of general community interest, at such locations and times as Declarant and/or the Association, in their reasonable discretion, deem appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds, and related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Unit to take no action, legal or otherwise, which would interfere with the exercise of such easement.

9.07 **Declarant as Attorney in Fact.** To secure and facilitate Declarant's exercise of the rights reserved by Declarant pursuant to the terms and provisions of this Declaration, each Owner, by accepting a deed to a Lot and each Mortgagee, by accepting the benefits of a Mortgage against a Lot, and any other third party by acceptance of the benefits of a mortgage, deed of trust, mechanic's lien contract, mechanic's lien claim, vendor's lien and/or any other security interest against any Lot, will thereby be deemed to have appointed Declarant such Owner's, Mortgagee's, and third party's irrevocable attorney-in-fact, with full power of substitution, to do and perform, each and every act permitted or required to be performed by Declarant pursuant to the terms of this Declaration. The power thereby vested in Declarant as attorney-in-fact for each Owner, Mortgagee and/or third party, will be deemed, conclusively, to be coupled with an interest and will survive the dissolution, termination, insolvency, bankruptcy, incompetency and death of an Owner, Mortgagee and/or third party and will be binding upon the legal representatives, administrators, executors, successors, heirs and assigns of each such party.

ARTICLE 10
DEVELOPMENT RIGHTS

10.01 **Development by Declarant.** It is contemplated that the Property will be developed pursuant to a coordinated plan, which may, from time to time, be amended or modified. Declarant reserves the right, but will not be obligated, to create and/or designate Lots and Community Facilities and to subdivide with respect to any of the Property pursuant to the terms of this *Section 10.01*, subject to any limitations imposed on portions of the Property by any applicable Plat.

10.02 **Special Declarant Rights.** Notwithstanding any provision of this Declaration to the contrary, at all times, Declarant will have the right and privilege: (i) to erect and maintain advertising signs (illuminated or non-illuminated), sales flags, other sales devices and banners for the purpose of aiding the sale of Lots in the Property; (ii) to maintain Improvements upon Lots as sales, model, management, business and construction offices; and (iii) to maintain and locate construction trailers and construction tools and equipment within the Property. The construction, placement or maintenance of Improvements by Declarant will not be considered a nuisance, and Declarant hereby reserves the right and privilege for itself to conduct the activities enumerated in this *Section 10.02* until two (2) years after expiration or termination of the Development Period. Declarant retains an easement over and across the Community Facilities to effectuate any purpose enumerated in this *Section 10.02*.

10.03 **Addition of Land.** Declarant may, at any time and from time to time, add additional lands to the Property and, upon the filing of a notice of addition of land, such land will be considered part of the Property subject to this Declaration and the terms, covenants, conditions, restrictions and obligations set forth in this Declaration, and the rights, privileges, duties and liabilities of the persons subject to this Declaration will be the same with respect to such added land as with respect to the lands originally covered by this Declaration. To add

lands to the Property, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of addition of land (containing the following provisions:

(a) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(b) A statement that such land will be considered Property for purposes of this Declaration, and that all of the terms, covenants, conditions, restrictions and obligations of this Declaration will apply to the added land; and

(c) A legal description of the added land.

10.04 Withdrawal of Land. Declarant may, at any time and from time to time, reduce or withdraw from the Property, including the Property, and remove and exclude from the burden of this Declaration and the jurisdiction of the Association: (i) any portions of the Property which have not been included in a Plat; (ii) any portion of the Property included in a Plat if Declarant owns all Lots described in such Plat; and (iii) any portions of the Property included in a Plat even if Declarant does not own all Lot(s) described in such Plat, provided that Declarant obtains the written consent of all other Owners of Lot(s) described in such Plat. Upon any such withdrawal and renewal this Declaration and the covenants conditions, restrictions and obligations set forth herein will no longer apply to the portion of the Property withdrawn. To withdraw lands from the Property hereunder, Declarant will be required only to record in the Official Public Records of Travis County, Texas, a notice of withdrawal of land containing the following provisions:

(a) A reference to this Declaration, which reference will state the volume and initial page number of the Official Public Records of Travis County wherein this Declaration is recorded;

(b) A statement that the provisions of this Declaration will no longer apply to the withdrawn land; and

(c) A legal description of the withdrawn land.

10.05 Assignment of Declarant's Rights. Notwithstanding any provision in this Declaration to the contrary, Declarant may, by written instrument, assign, in whole or in part, any of its privileges, exemptions, rights, and duties under the Restrictions (and expressly including this Declaration) to any person or entity and may permit the participation, in whole, in part, exclusively, or non-exclusively, by any other person or entity in any of its privileges, exemptions, rights, and duties hereunder.

ARTICLE 11
DISPUTE RESOLUTION

11.01 Agreement to Encourage Resolution of Disputes Without Litigation.

(a) Bound Parties. Declarant, the Association, and its officers, directors, and committee members, Owners and all other parties subject to this Declaration ("**Bound Party**," or collectively, the "**Bound Parties**"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees not to file a lawsuit in any court with respect to a Claim described in subsection (b), unless and until it has first submitted such Claim to the alternative dispute resolution procedures set forth in *Section 11.02* in a good faith effort to resolve such Claim.

(b) Claim(s). As used in this Article, the term "**Claim**" or "**Claims**" will refer to any claim, grievance or dispute arising out of or relating to:

(i) The interpretation, application, or enforcement of the Restrictions;

(ii) The rights, obligations, and duties of any Bound Party under the Restrictions; or

(iii) The design or construction of Improvements within the Property, other than matters of aesthetic judgment under *Article 6*, which will not be subject to review.

(c) Not Considered Claims. The following will not be considered a "Claim" or "Claims" unless all parties to the matter otherwise agree to submit the matter to the procedures set forth in *Section 11.02*:

(i) Any legal proceeding by the Association to collect assessments or other amounts due from any Owner;

(ii) Any legal proceeding by the Association to obtain a temporary restraining order (or emergency equitable relief) and such ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to enforce the provisions of the Restrictions;

(iii) Any legal proceeding which does not include Declarant or the Association as a party, if such action asserts a Claim which would constitute a cause of action independent of the Restrictions;

(iv) Any legal proceeding in which any indispensable party is not a Bound Party;

(v) Any legal proceeding by the Association to enforce easements, architectural control, maintenance and/or use restrictions under the Restrictions; and

(vi) Any legal proceeding as to which any applicable statute of limitations would expire within one hundred and eighty (180) days of giving the Notice required by *Section 11.02(a)*, unless the party or parties against whom the Claim is made agree to toll the statute of limitations as to such Claim for such period as may reasonably be necessary to comply with this Article.

11.02 Dispute Resolution Procedures.

(a) Notice. The Bound Party asserting a Claim ("**Claimant**") against another Bound Party ("**Respondent**") will give written notice to each Respondent and to the Board stating plainly and concisely:

(i) The nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) The Claimant's proposed resolution or remedy; and

(iv) The Claimant's desire to meet with the Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation. The Claimant and Respondent will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) Mediation.

(i) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date of the notice described in *Section 11.02(a)* (or within such other period as the parties may agree upon), the Claimant will have thirty (30) additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in Travis County, Texas.

(ii) If the Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation when scheduled, the Claimant will be deemed to have waived the Claim, and the Respondent will be relieved of

any and all liability to the Claimant (but not third parties) on account of such Claim.

(iii) If the Parties do not settle the Claim within thirty (30) days after submission of the matter to mediation, or within such time as determined reasonable by the mediator, the mediator will issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant will thereafter be entitled to file suit or to initiate administrative proceedings on the Claim, as appropriate.

(iv) Each Party will bear its own costs of the mediation, including attorney's fees, and each Party will share equally all fees charged by the mediator.

(d) Settlement. Any settlement of the Claim through negotiation or mediation will be documented in writing and signed by the parties. If any party thereafter fails to abide by the terms of such agreement, then any other party may file suit or initiate administrative proceedings to enforce such agreement without the need to again comply with the procedures set forth in this Section. In such event, the party taking action to enforce the agreement or award will, upon prevailing, be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties in equal proportions) all costs incurred in enforcing such agreement or award, including, without limitation, attorneys' fees and court costs.

11.03 Initiation of Litigation by Association. In addition to compliance with the foregoing alternative dispute resolution procedures, if applicable, the Association will not initiate any judicial or administrative proceeding unless first approved by a vote of the Members entitled to cast seventy-five percent (75%) of the votes in the Association, excluding the votes held by Declarant, except that no such approval will be required for actions or proceedings:

(i) Initiated while Declarant owns any portion of the Property or the Property;

(ii) Initiated to enforce the provisions of the Restrictions, including collection of assessments and foreclosure of liens;

(iii) Initiated to challenge *ad valorem* taxation or condemnation proceedings;

(iv) Initiated against any contractor, vendor, or supplier of goods or services arising out of a contract for services or supplies; or

(v) To defend claims filed against the Association or to assert counterclaims in proceedings instituted against the Association.

This Section will not be amended unless such amendment is approved by the same percentage of votes necessary to institute proceedings except any such amendment will also be approved by Declarant until the expiration or termination of the Development Period.

ARTICLE 12
GENERAL PROVISIONS

12.01 Term. The terms, covenants, conditions, restrictions, easements, charges, and liens set out in this Declaration will run with and bind the portion of the Property described in such notice, and will inure to the benefit of and be enforceable by the Association, and every Owner, including Declarant and its legal representatives, heirs, successors, and assigns, for a term beginning on the date this Declaration is recorded in the Official Records of Travis County, Texas, and continuing through and including January 1, 2073, after which time this Declaration will be automatically extended for successive periods of ten (10) years unless a change (the word "change" meaning a termination, or change of term or renewal term) is approved in a resolution adopted by Members entitled to cast at least seventy percent (70%) of the total number of votes of the Association, voting in person or by proxy at a meeting duly called for such purpose, written notice of which will be given to all Members at least thirty (30) days in advance and will set forth the purpose of such meeting; provided, however, that such change will be effective only upon the recording of a certified copy of such resolution in the Official Public Records of Travis County, Texas. Notwithstanding any provision in this *Section 12.01* to the contrary, if any provision of this Declaration would be unlawful, void or voidable by reason of any Texas law restricting the period of time that covenants on land may be enforced, such provision will expire twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

12.02 Amendment. This Declaration may be amended or terminated by the recording in the Official Public Records of Travis County, Texas, of an instrument executed and acknowledged by: (i) Declarant, acting alone and unilaterally, until expiration or termination of the Development Period; or (ii) by the President and Secretary of the Association setting forth the amendment and certifying that such amendment has been approved by Declarant (unless Declarant has relinquished such right by written instrument recorded in the Official Public Records of Travis County, Texas) and Members entitled to cast at least sixty-seven (67%) of the number of votes entitled to be cast by members of the Association. No amendment will be effective without the written consent of Declarant, or its successors or assigns until expiration or termination of the Development Period. Specifically, and not by way of limitation, Declarant may unilaterally amend this Declaration: (a) to bring any provision into compliance with any applicable governmental statute, rule, regulation, or judicial determination; (b) to enable any reputable title insurance company to issue title insurance coverage on any Lot; (c) to enable any institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, the Federal Home Loan Mortgage Corporation, to make, purchase, insure or guarantee mortgage loans on Lots; or (d) to comply with any requirements promulgated by a local, state or governmental agency, including, for example, the Department of Housing and Urban Development.

12.03 Enforcement. The Association or Declarant will have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, charges and other terms now or hereafter imposed by the provisions of this Declaration. Failure to enforce any right, provision, covenant, or condition granted by this Declaration will not constitute a waiver of the right to enforce such right, provision, covenants or condition in the future.

12.04 Higher Authority. The terms and provisions of this Declaration are subordinate to federal and state law, and local ordinances. Generally, the terms and provisions of this Declaration are enforceable to the extent they do not violate or conflict with local, state, or federal law or ordinance.

12.05 Severability. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity will not affect the validity of any other provision of this Declaration, or, to the extent permitted by applicable law, the validity of such provision as applied to any other person or entity.

12.06 Conflicts. If there is any conflict between the provisions of this Declaration, any Architectural Design Guidelines, the Certificate of Formation, the Bylaws, or any rules and regulations adopted pursuant to the terms of such documents, the provisions of this Declaration will govern.

12.07 Gender. Whenever the context so requires, all words herein in the male gender will be deemed to include the female or neuter gender, all singular words will include the plural, and all plural words will include the singular.

12.08 Acceptance by Grantees. Each grantee of Declarant of a Lot or other real property interest in the Property, by the acceptance of a deed of conveyance, or each subsequent purchaser, accepts the same subject to all terms, restrictions, conditions, covenants, reservations, easements, liens and charges, and the jurisdiction rights and powers created or reserved by this Declaration or to whom this Declaration is subject, and all rights, benefits and privileges of every character hereby granted, created, reserved or declared. Furthermore, each grantee agrees that no assignee or successor to Declarant hereunder will have any liability for any act or omission of Declarant which occurred prior to the effective date of any such succession or assignment. All impositions and obligations hereby imposed will constitute covenants running with the land within the Property, and will bind any person having at any time any interest or estate in the Property, and will inure to the benefit of each Owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance.

12.09 No Partition. Except as may be permitted in this Declaration or amendments thereto, no physical partition of the Community Facilities or any part will be permitted, nor will any person acquiring any interest in the Property or any part seek any such judicial partition unless the Property in question has been removed from the provisions of this Declaration

pursuant to *Section 10.04* above. This *Section 12.09* will not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property that may or may not be subject to this Declaration, nor will this provision be constructed to prohibit or affect the creation of a condominium regime in accordance with the Texas Uniform Condominium Act.

12.10 Notices. Any notice permitted or required to be given to any person by this Declaration will be in writing and may be delivered either personally or by mail. If delivery is made by mail, it will be deemed to have been delivered on the third (3rd) day (other than a Sunday or legal holiday) after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to the person at the address given by such person to the Association for the purpose of service of notices. Such address may be changed from time to time by notice in writing given by such person to the Association.

[SIGNATURE PAGE FOLLOWS]

EXECUTED to be effective as of the date this Declaration has been recorded in the Official Public Records of Travis County, Texas.

DECLARANT:

WWDC DEVELOPMENT CORP., a Texas corporation

By:_____
Printed Name:_____
Title:_____

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this _____ day of _____, 2014 by _____, _____ of **WWDC DEVELOPMENT CORP.**, a Texas corporation, on behalf of said _____.

(seal)

_____
Notary Public, State of Texas

EXHIBIT "A"

[INSERT DESCRIPTION OF PROPERTY]

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Adele Noel **Phone #:** (512) 854-7211
Division Director/Manager: Jon White/Thomas Weber - NREQ

Department Head: Steven M. Manilla, P.E., County Executive-TNR
Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action to use the Local Initiative Project Grant Contract No. 582-14-40117 to continue the Counterfeit Motor Vehicle Inspection Program.

BACKGROUND/SUMMARY OF REQUEST:

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects (LIP). This section authorizes the expenditure of accumulated funds on clean air projects by counties participating in Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

In 2009, the 81st Legislature amended the requirements for the LIP program, through HB 1796 by:

-authorizing additional expenditure of accumulated funds on clean air projects,
-restricting local county governments from purchasing vehicles to replace their fleet; and
-allowing the TCEQ to reduce the matching requirement contribution to less than 50% for the development and implementation of projects proposing to reduce the occurrence of counterfeit state inspection stickers.

In 2011, the 82nd Legislature drastically reduced appropriation levels for LIP grants as a part of overall reductions to LIRAP. The lower funding levels remain in place for FY 2015; $18,017 in funds passed through from the Texas Commission on Environmental Quality (TCEQ). Today's request proposes a project to utilize available FY 2015 grant funding for an existing LIP project to address motor vehicle emissions inspection requirements.

STAFF RECOMMENDATIONS:

TNR recommends approval. The project will reimburse the county for the salaries of law enforcement officers who participate in the Counterfeit Motor Vehicle Inspection

Program (CMVIP). Officers will have 24-hour access to a database to investigate vehicle records of potential offenders. An officer can enter a license plate number or vehicle identification number into the North Central Texas Council of Governments Emissions Database (NED) to verify the validity of the emissions certificate and vehicle registration. If the emissions certificate is a fake or counterfeit certificate, a citation is issued. The officer will also verify registration. Affected vehicle owners are provided information about the Drive A Clean Machine Program to assist in bringing their vehicles into compliance.

Travis County has successfully expended these grant funds for this project for the past several years. During the last reporting period, between March 1 through May 31, 2014, the Sheriff's office and constables from Precinct One and Three have participated in the program and have issued more than 2,000 citations.

ISSUES AND OPPORTUNITIES:

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

FISCAL IMPACT AND SOURCE OF FUNDING:

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

ATTACHMENTS/EXHIBITS:

Proposal Form

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steve Manilla	County Executive	TNR	(512) 854-9429

CC:

Jon White	Division Director NREQ	TNR	(512) 854 7212
Thomas Weber	Env. Proj. Mgr	TNR	(512) 854 4629
Adele Noel	Air Quality Proj. Mgr	TNR	(512) 854 7211

: :

0801 - NREQ - LIRAP/LIP

Local Initiative Project (LIP) Proposal Form FY 2014

County: Travis County	**Date Submitted: August 21, 2014**
County Contact Person: Adele Noel **Title: Air Quality Project Manager** **Phone Number: 512 854 7211** **Email Address: adele.noel@co.travis.tx.us**	

Brief Project Title: Counterfeit Motor Vehicle Inspection Project.

Brief Project Description: An officer will enter a license plate number or vehicle identification number into the North Central Texas Council of Governments Emissions Database (NED) to verify the validity of the emissions certificate and vehicle registration. If the emissions certificate is a fake or counterfeit certificate, a citation is issued.

TCEQ Grant Funding Requested	Local Matching Funding	Total Project Funding
$ 18,017	$ 18,017	$ 26,034

Project Dates: September 1, 2014 – August 31, 2015 **Proposed Start Date: September 1, 2015** **End Date: February 28, 2015 (Project must be closed by the end of the fiscal year in which it**	**If contracting with another entity, list:** **Name of Entity:** **Contact Person:** **Phone Number:**

was approved.)	Email Address:

Project Budget

BUDGET ITEM	TCEQ FUNDING AMOUNT	LOCAL MATCHING AMOUNT	TOTAL FOR BUDGET ITEM
Personnel / Salaries *List of personnel; number of hours to be worked; hourly, monthly, or annual salary charged to grant*	See attached documents		
Fringe Benefits *Type of benefits included; percentage and amount of benefits paid per individual*	Health insurance, sick leave, and vacation leave, which equals to 33% or more of each officers pay		
Travel *Type of travel; estimated travel, lodging, cost of meals, and parking expenses*	n/a		
Supplies *Type, brand, and quantity of items purchased*	n/a		
Equipment *Type, brand, and quantity of equipment purchased; explanation of need; explanation of lifespan; salvage value of equipment; how equipment will be disposed of*	n/a		
Construction *Type, timeframe, and location of construction; who will perform the work; blueprint of construction plans*	n/a		
Contractual *Type, timeframe, and location of contractual activities; who will perform contractual activity*	n/a		
Other *All other items and reason/use*	n/a		
Indirect Costs (Costs not directly attributable to a cost object/budget item) *Fixed cost; variable cost; type of cost*	n/a		
TOTAL FUNDING	$18,017	$18,017	$36,034
PERCENT CONTRIBUTION	_50_____%	_50_____%	**100%**

Project Description

Provide a detailed description of the proposed project, including:

1. What is the project goal?

The goal of the program is to improve air quality and meet the U.S. Environmental Protection Agency air quality standard; as well as to raise public awareness and increase public safety. Counterfeit, fictitious and fraudulently issued inspection certificates are an environmental and safety problem. Vehicles that are not properly inspected for safety and emissions may be at a higher risk for traffic accidents and emit more pollution.

2. Why is this project necessary and a good use of funds?

For Central Texas, the majority of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles. Addressing emissions from vehicles is one of the primary strategies for reducing ozone in Central Texas. The design value for ozone in Central Texs is 74ppb. The standard is currently 75ppm but EPA is considering lowering it in December to anywhere between 60-70ppb.

3. Who will benefit (directly or indirectly) from the project? The residents of Central Texas will directly benefit from this program by enjoying cleaner air. Studies have shown that reducing harmful air pollutants results in fewer premature deaths and illnesses and people experience longer lives, better quality of life, lower medical expenses, fewer school absences, and better worker productivity.

4. What will the funds be used for?

The funds will be used to pay the salaries of law enforcement officers who participate in the Counterfeit Motor Vehicle Inspection Program (CMVIP). Officers will have 24-hour access to a database to investigate vehicle records of potential offenders. An officer can enter a license plate number or vehicle identification number into the North Central Texas Council of Governments Emissions Database (NED) to verify the validity of the emissions certificate and vehicle registration. If the emissions certificate is a fake or counterfeit certificate, a citation is issued. The officer will also verify registration. Affected vehicle owners are provided information about the Drive A Clean Machine Program to assist in bringing their vehicles into compliance.

5. What are the measurements of success on a quarterly, annual, and long term (5 year) basis? An increase in the number of vehicles that pass an emissions test.

4-6 Where will equipment be stored and how often will it be used?
N/A

5-7 What is the target emitting source or sources?
Vehicles with counterfeit, expired, fictitious, or no emissions certificate.

6-8 What technologies or methods will be implemented to reduce emissions?
Information about Drive a Clean Machine program may be given to violators at the time of a citation or warning. The fee associated with a citation for driving with an expired, fictitious or counterfeit emission certificate may be reduced if the vehicle is brought into compliance within 10 days of the citation. Failure to bring a vehicle into compliance and/or pay the fine will result in increased fines and possible warrant being issued.

7-9 Explain the anticipated air quality benefits to the county/region.
EPA estimates that 90% of pollution caused by dirty automobiles is emitted from 10% of vehicles on the roads. Bringing these dirty vehicles into compliance with emission standards will improve air quality in Central Texas.

8-10 Describe how the air quality benefits or emission reductions are enforceable, permanent, and quantifiable, if available. Provide verifiable documentation or research data.
A person who receives a citation for driving a vehicle with an expired, fictitious or counterfeit emission certificate is fined $169. Failure to pay the fine within 30 days could result in a warrant being issued for the offender and an increase in fines.

County LIP Certification

Travis County makes the following certifications regarding the projects included with the accompanying Project Summaries:

1. The projects were selected in accordance with the procedures set forth in the grant agreement with Texas Commission on Environmental Quality (TCEQ);

2. The project proposals have been fully evaluated and determined to fit within the minimum criteria and standards established by the TCEQ for this program, as well as more specific standards established for the project categories by the County;

3. The project proposals are consistent with and directly support implementation of the Texas Health and Safety Code, 382.220;

4. The governing body of Travis Coun*ty* officially approved the selection and scope of work of this project on August 19, 2014 and has authorized the person signing this proposal to make the preceding certifications and act on behalf of Travis County.

5. This is to certify that I have reviewed the proposed LIP project/budget and to the best of my knowledge, all costs and expenses are applicable as listed. The project will be conducted in accordance with the standards and reporting requirements listed in the LIP contract between the TCEQ and the County. Non-substantive changes may be made to this project for clarification purposes or refinement so long as the project goal(s) and funding amounts do not change.

Authorized Signature: _____

Type/Printed Name: _____

Type/Printed Title: _____

Date: _____

Instructions

This document provides the forms necessary for Participating Counties to submit local initiative projects for funding to the TCEQ. These forms must be used by the County to submit projects to the TCEQ for review and approval.

Eligible Projects

A project must be implemented in consultation with the TCEQ. Projects eligible for funding may include projects to:

(1) expand and enhance the AirCheckTexas Repair and Replacement Assistance Program;
(2) develop and implement programs or systems that remotely determine vehicle emissions and notify the vehicle's operator;
(3) develop and implement projects to implement the TCEQ's Smoking Vehicle Program;
(4) develop and implement projects in coordination with the director of Department of Public Safety for coordinating with local law enforcement officials to reduce the use of counterfeit registration insignia and vehicle inspection reports by providing local law enforcement officials with funds to identify vehicles with counterfeit registration insignia and vehicle inspection reports and to carry out appropriate actions;
(5) develop and implement programs to enhance transportation system improvements; and
(6) develop and implement new air control strategies designed to assist local areas in complying with state and federal air quality rules and regulations.

Project Proposal Summary Form

The Project Proposal Summary Form should be used by the County to provide the TCEQ detailed information on each proposal for which funding is being requested. This form outlines the format for the County to provide the necessary information concerning each project selected. Budget figures must be exact on all pages of the proposal.

The TCEQ will review the project proposal and notify the County of any project or project components that the TCEQ determines may not meet project eligibility criteria under the terms of the grant agreement, or for which there may be a question about the project. The County is required to respond to any request from the TCEQ for additional information concerning a project.

The County may not proceed with a project until notified that it may do so by the TCEQ. Any modification, after the TCEQ approval, to a project budget or to project activities must be approved in writing by the TCEQ. The County may rescind the proposal at any time during the review of the project.

Certification Form

The Certification Form serves as written certification by the County that the project was reviewed for eligibility and found to meet the minimum criteria. It must be submitted with the Project Proposal Summary Form.

NAME	SALARY	DEPARTMENT
Anthony McCauley	$77,406.58	Sheriff
(Roger) Darold Templeton	$77,406.58	Sheriff
John (Harvey) Williams	$77,406.58	Sheriff
Leonard Flores	$77,406.58	Sheriff
Lawrence Martin	$66,410.66	Sheriff
Martin Shepherd	$74,552.82	Sheriff
Ricky Lane	$69,636.53	Sheriff
Robert Phillips	$72,876.75	Sheriff
Ronald Grimes	53,164.59	Pct. 1
Joseph Jiles	54,440.67	Pct. 1
Sheila Robinson	49,686.62	Pct. 1
Carl Kearney	54,440.67	Pct. 1
Tonya Nixon	57,084.98	Pct. 1
Paul Secrest	49,686.62	Pct. 1
Gregory Thornton	54,440.67	Pct. 1
Charisa Perez	49,686.62	Pct. 1
Jesse Villalovos	66,154.61	Pct. 1
Dereck Williams	55,747.33	Pct. 1
Dwayne Shaw	49,686.62	Pct. 1
Lewis Reese	49,686.62	Pct. 1
John Sisson	77,739.58	Pct. 1
Richard Furs	57,084.98	Pct. 1
Michael Schnautz	$58,455.28	Pct.3
Todd Sumrall	$58,455.28	Pct. 3
Al Aranda	$49,686.62	Pct.3
D'Anna Turnell	$55,747.33	Pct. 3

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Item 15

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Stacey Scheffel, Permits Program Manager **Phone #:** (512) 854-7565
Division Director/Manager: Anna Bowlin, Division Director Development Services 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 for a variance to county on-site sewage facility regulations to allow two single-family residences to be placed on less than two acres of land at 1402 High Lonesome in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
The owners of the property at 1402 High Lonesome wish to install two single-family residences on the 1.4553 acre property. In order to do so, there must be one acre per single-family residence to meet the subdivision requirements of Travis County Code Chapter 48. The proposed on-site sewage facility would otherwise meet all other aspects of the current standards.

STAFF RECOMMENDATIONS:
TNR recommends that the variance be granted.

ISSUES AND OPPORTUNITIES:
In June 2000, the Travis County Commissioners Court adopted rules for OSSF; also referred to as septic systems. The rules included minimum lot size requirements of one acre per dwelling in most areas of the county. The intent of the rule was to protect the public health and the environment. Due to the predominance of poor soil conditions, steep slopes, groundwater, and the demand for larger homes, more area is required to install or replace an OSSF. In addition, the reduced density of OSSF was intended to proect the Trinity and other environmentally sensitive aquifers. In the next updated rule, staff will be recommending that the Court allow a maximum of 600 gallons per day per acre of effluent to be disposed of. The proposal for this site is a total of 540 gallons per day which amounts to approximately 371 gallons per day per acre.

FISCAL IMPACT AND SOURCE OF FUNDING:
None

ATTACHMENTS/EXHIBITS:

Location Map
Site Plan
Variance Request

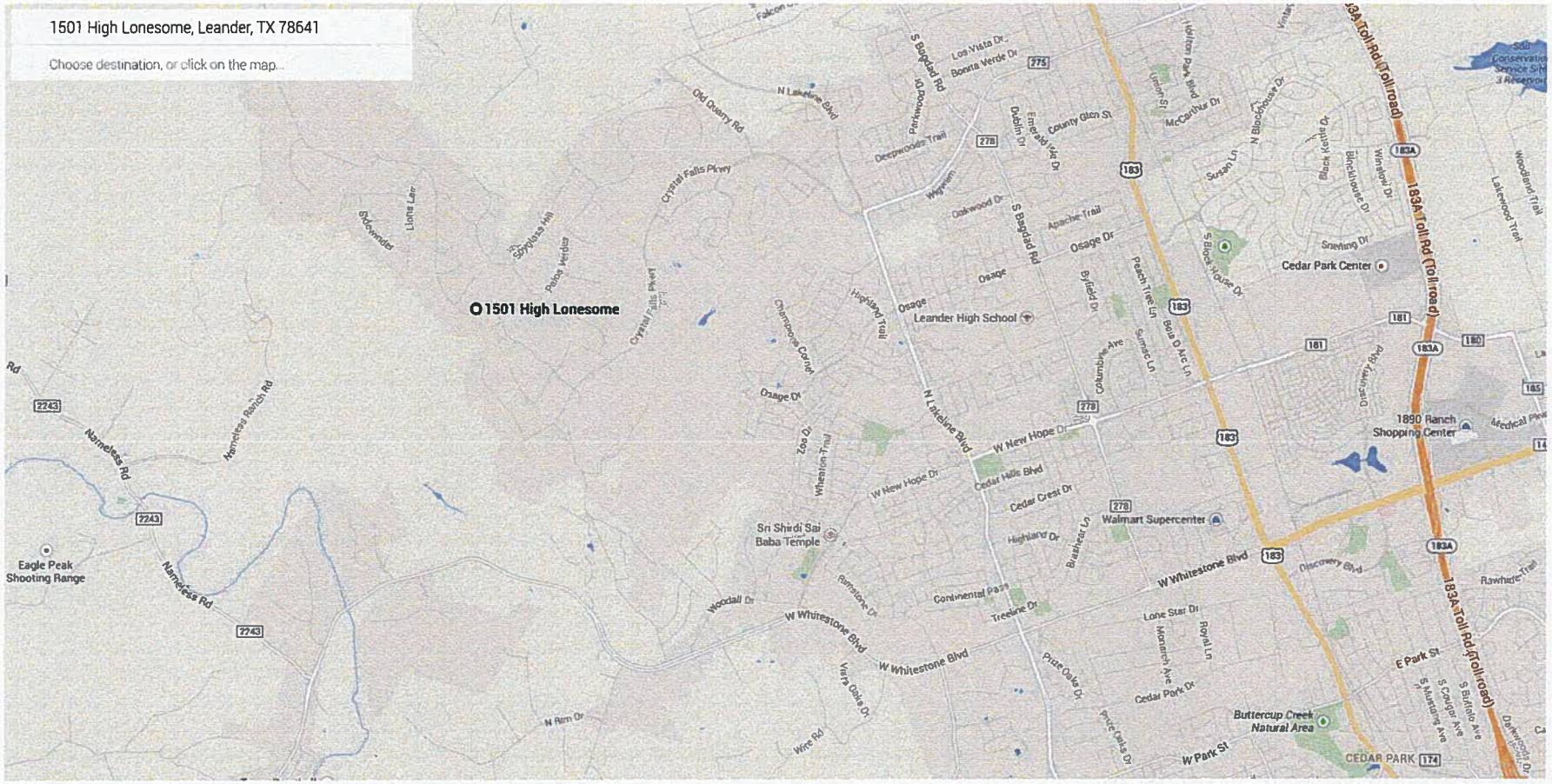
REQUIRED AUTHORIZATIONS:

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

CC:

Rodney Sherrill	OSSF Engineer	TNR	(512) 854-7581

SM:RS:rs
1501 - OSSF/Floodplain - 1705



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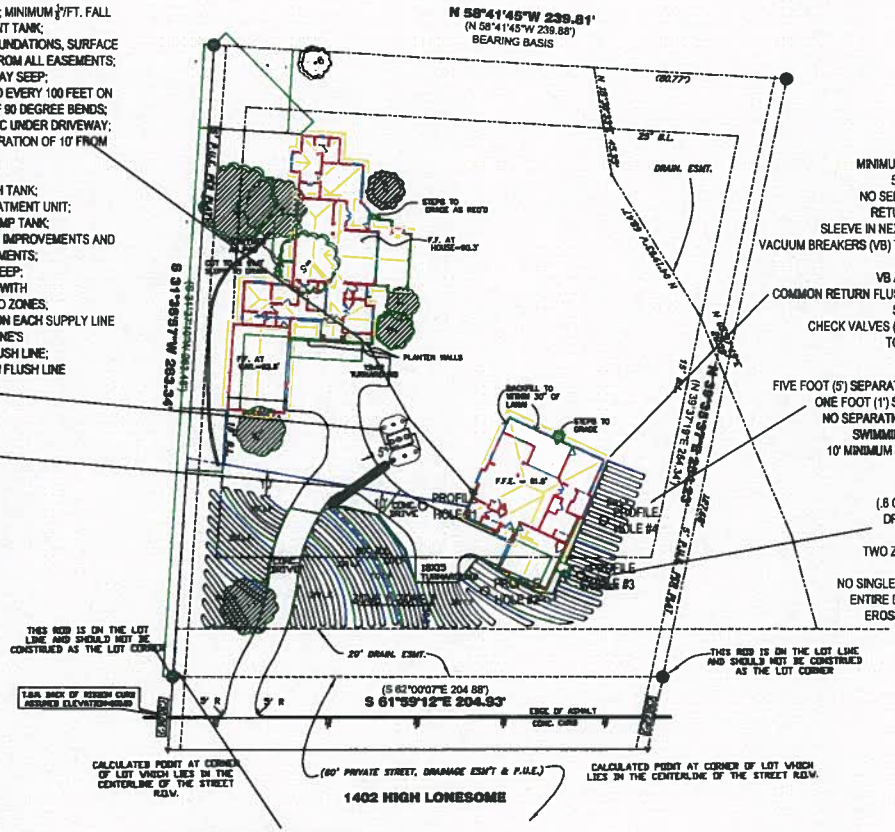
2-WAY CLEANOUTS: 3" OR 4" SCHEDULE 40 PVC; MINIMUM ¼"/FT. FALL FROM STRUCTURES TO TREATMENT TANK;
PIPE MUST BE MINIMUM 5' FROM STRUCTURE FOUNDATIONS, SURFACE IMPROVEMENTS AND PROPERTY LINES AND 1' FROM ALL EASEMENTS;
MINIMUM 10' FROM SLOPES THAT MAY SEEP;
AN ADDITIONAL CLEANOUT SHALL BE PROVIDED EVERY 100 FEET ON LONG RUNS OF PIPE AND WITHIN FIVE FEET OF 90 DEGREE BENDS;
SLEEVE IN NEXT HIGHER SIZE SCHEDULE 40 PVC UNDER DRIVEWAY;
SEWER PIPE MUST MAINTAIN A MINIMUM SEPARATION OF 10' FROM SLOPES THAT MAY SEEP

1250 G. . 1/C, PRE-CAST CONCRETE TRASH TANK;
1000 GPD AQUAAIRE AA800-00110 AEROBIC TREATMENT UNIT;
1500 GALLON, 1/C, PRE-CAST CONCRETE PUMP TANK;
MINIMUM 5' FROM STRUCTURE FOUNDATIONS, SURFACE IMPROVEMENTS AND PROPERTY LINES AND 1' FROM ALL EASEMENTS;
MINIMUM 5' FROM SLOPES THAT MAY SEEP;
HYDROTEK® 4402 ALTERNATING VALVE WITH TWO, 1" SCHEDULE 40 PVC SUPPLY LINES TO ZONES,
CHECK VALVES REQUIRED UPSTREAM OF HYDROTEK® ON EACH SUPPLY LINE
CHECK VALVES REQUIRED AT EACH ZONE'S CONNECTION TO THE COMMON RETURN FLUSH LINE;
FLUSHING BALL VALVE ON 1" COMMON RETURN FLUSH LINE INSIDE PUMP TANK
(SEE DETAIL DRAWING)

§290.44(e)(4)(B)(v) WHERE A NEW POTABLE WATERLINE CROSSES A NEW, PRESSURE RATED WASTEWATER MAIN OR LATERAL, ONE SEGMENT OF THE WATERLINE PIPE SHALL BE CENTERED OVER THE WASTEWATER LINE SUCH THAT THE JOINTS OF THE WATERLINE PIPE ARE EQUIDISTANT AND AT LEAST NINE FEET HORIZONTALLY FROM THE CENTER LINE OF THE WASTEWATER MAIN OR LATERAL. THE POTABLE WATERLINE SHALL BE AT LEAST SIX INCHES ABOVE THE WASTEWATER MAIN OR LATERAL. WHENEVER POSSIBLE, THE CROSSING SHALL BE CENTERED BETWEEN THE JOINTS OF THE WASTEWATER MAIN OR LATERAL. THE WASTEWATER PIPE SHALL HAVE A MINIMUM PRESSURE RATING OF AT LEAST 150 PSI. THE WASTEWATER MAIN OR LATERAL SHALL BE EMBEDDED IN CEMENT STABILIZED SAND (SEE CLAUSE (VI) OF THIS SUBPARAGRAPH) FOR THE TOTAL LENGTH OF ONE PIPE SEGMENT PLUS 12 INCHES BEYOND THE JOINT ON EACH END.



1" SUPPLY & RETURN FLUSH LINES;
MINIMUM 1' SEPARATION TO ALL EASEMENTS AND 5' SEPARATION TO PROPERTY LINES;
NO SEPARATION TO STRUCTURE FOUNDATIONS;
RETURN FLUSH TERMINATES IN PUMP TANK;
SLEEVE IN NEXT HIGHER SIZE SCHEDULE 40 UNDER DRIVEWAY;
VACUUM BREAKERS (VB) TO BE LOCATED AT HIGHEST POINT OF EACH ZONE'S SUPPLY AND RETURN FLUSH LINES;
VB ALSO REQUIRED AT HIGHEST POINT OF COMMON RETURN FLUSH LINE AND WHERE SUPPLY AND/OR RETURN FLUSH LINE SPLIT INTO DIFFERENT DIRECTIONS;
CHECK VALVES (CV) BEFORE CONNECTION OF BOTH ZONES 1 AND 2 TO THE COMMON RETURN FLUSH LINE;
SEE DETAIL SITE PLAN

FIVE FOOT (5') SEPARATION BETWEEN DISPOSAL AREA AND PROPERTY LINES;
ONE FOOT (1') SEPARATION DISTANCE FROM ALL EASEMENTS;
NO SEPARATION DISTANCE TO STRUCTURE FOUNDATIONS,
SWIMMING POOL OR SURFACE IMPROVEMENTS;
10' MINIMUM SEPARATION FROM SLOPES THAT MAY SEEP

NETAFIM BIOLINE
(.6 GPH, PRESSURE COMPENSATING)
DRIP IRRIGATION DISPOSAL AREA;
MINIMUM 2700 L.F. = 5400 S.F.;
TWO ZONES OF 1350 L.F. (2700 L.F. TOTAL)
AT 25 PSI (FIELD PRESSURE),
NO SINGLE RUN SHOULD EXCEED 320 LINEAR FEET;
ENTIRE DISPOSAL AREA TO BE COVERED WITH EROSION/SEDIMENT CONTROL MATERIAL

- 1/2" IRON ROD FOUND
- 1/2" IRON ROD W/CAP SET
- 1/2" IRON PIPE FOUND
- B.L. BUILDING LINE
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- ( ) RECORD INFORMATION
- WOOD FENCE
- CHAIN LINK FENCE
- WIRE FENCE
- OVERHEAD UTILITIES
- GUY WIRE
- ELECT. BOX
- MANHOLE
- WATER METER
- VALVE
- FIRE HYDRANT
- UTIL. PEDESTAL
- LIGHT STANDARD

STATE OF TEXAS
Suzanne Wukasch, R.S.
2724
REGISTERED
REGIONAL SANITARIAN

SITE PLAN

SCALE: 1" = 50'
LOT 91, BLOCK E,
GRAND MESA AT CRYSTAL FALLS, SECTION
1402 HIGH LONESOME
JULY 1, 2014;
REVISED: JULY 30, 2014
PREPARED BY:
SUZANNE WUKASCH, R.S.

Created 08-14-14 at 4:18 pm

Created 08-14-14 at 4:18 pm

WUKASCH DESIGNS

SUZANNE WUKASCH
PROFESSIONAL SANITARIAN
P.O. BOX 401
BURNET, TX 78611
512.756.2028 (OFFICE) 512.715.9116 (FAX)
830.385.2565 (CELL)
septicwater@gmail.com

July 25, 2014

Mr. Rodney Sherrill, P.E.
Travis County Transportation and Natural Resources
700 Lavaca Street - 5th Floor - Travis County Administration Building
P.O. Box 1748
Austin, TX 78767

RE: On-site Sewer Facility: Lot 91, Block E, Grand Mesa at Crystal Falls II, Section 7,
1402 High Lonesome, Vogel Builders OSSF# **14-4561**

Dear Mr. Sherrill:

A variance is requested from Table XII of Travis County Code Chapter 48 in order to allow two homes to be placed on less than 2 acres of land that is served by a public water source. The subject property is 1.45 acres and meets the sizing requirements 30 TAC Chapter 285. Both homes will only be occupied by family members related by the third degree of consanguinity. We will indemnify and release Travis County of any liability that may result from the issuance of this variance.

If there are any additional questions, please feel free to contact me.

Sincerely,

Suzanne Wukasch, RS

Suzanne Wukasch, R.S. #7241

STATE OF TEXAS
SUZANNE WUKASCH
2724
REGISTERED
SANITARIAN

Suzanne Wukasch, RS

Eric Vogel
Vogel Builders, LLC

7/27/14
Date

Created 08-14-14 at 4:18 pm

Item 16

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Tim Pautsch **Phone #:** (512) 854-7689
Division Director/Manager: Anna Bowlin - Division Director Development Services and Long Range Planning

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 Cash Security Agreement with Gehan Homes LTD., for sidewalk fiscal for Avalon Phase 7B for lot 35 Block J, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:
Gehan Homes LTD., propose to use this Cash Security Agreement, as follows: Avalon Phase 7B Lot 35 Block J, $718.20, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:
None

FISCAL IMPACT AND SOURCE OF FUNDING:
There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:
Cash Security Agreement
Map of lot

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel (55)	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp
1101 - Development Services Long Range Planning - Avalon Phase 7B

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: _____Gehan Homes _____

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 718.20 r# 00322724

ADDRESS: 19712 MOORLYNCH AVE LOT: 35 BLOCK: J

SUBDIVISION: _____Avalon 7B _____

DATE OF POSTING: The 17 Day of JULY, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

DEVELOPER/BUILDER

BY: Kay Coen

PRINT: KAY COEN

TITLE: PURCH COORD

PHONE: 512 330 9366 x 4203

COMPANY NAME & ADDRESS

Gehan Homes

3815 S Capital of Texas Hwy #275

Austin TX 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

_____

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____

Date

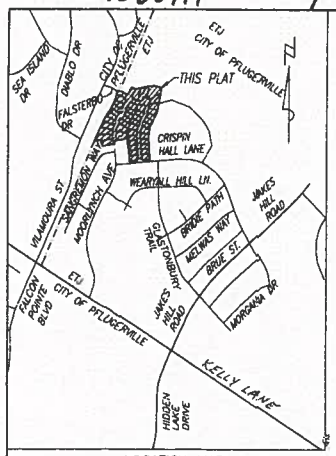
201300111 6/11/13 $92 2 of 3

FINAL PLAT OF

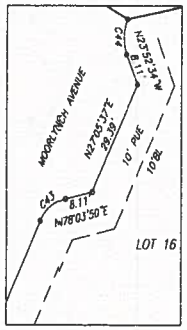
AVALON PHASE 7B

TRAVIS COUNTY, TEXAS

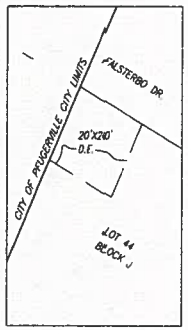
SCALE: 1"=100'



LOCATION MAP
NOT TO SCALE



DETAIL A
SCALE: 1" =20'



DETAIL B
SCALE: 1" =20'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S01°34'49"W	55.27'
L2	S08°46'22"W	63.90'
L3	S22°34'46"W	60.19'
L4	S01°34'49"W	35.40'
L5	S01°34'49"W	19.87'
L6	S11°44'10"E	28.31'
L7	S11°44'10"E	28.31'
L8	N85°13'14"W	10.93'
L9	N85°13'14"W	11.48'
L10	S79°13'28"W	8.92'
L11	S79°13'28"W	4.00'
L12	S79°13'28"W	4.93'
L13	S79°13'28"W	11.58'

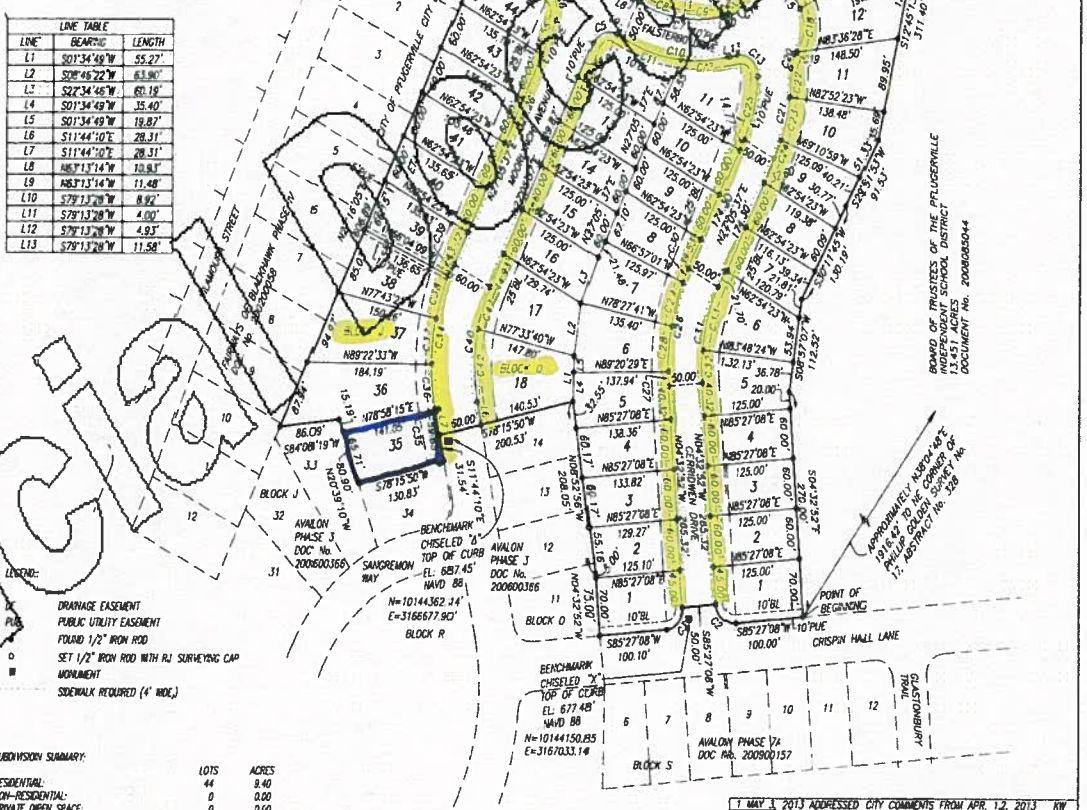
LOT AREAS
(IN SQUARE FEET)

J-35 8,701
J-36 14,475.
J-37 11,864
J-38 9,846
J-39 8,482
J-40 8,144
J-41 8,133
J-42 8,122.
J-43 8,111
J-44 9,358

N-1 8,615.
N-2 7,500.
N-3 7,500
N-4 7,500
N-5 8,764.
N-6 9,841
N-7 6,952
N-8 7,065.
N-9 7,772.
N-10 9,279.
N-11 10,240.
N-12 12,648.
N-13 24,323.
N-14 8,984.
N-15 9,871.
N-16 11,865.

O-1 8,622.
O-2 7,620.
O-3 7,892.
O-4 8,165.
O-5 8,785
O-6 9,419.
O-7 8,837.
O-8 7,839.
O-9 7,500.
O-10 7,500.
O-11 10,385.
O-12 9,120
O-13 7,500.
O-14 7,500.
O-15 7,500
O-16 7,642.
O-17 11,287
O-18 12,577.

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BRNG.	CHORD
C1	39.13	25.00	89°41'09"	N71°56'12"E	35.26
C2	39.27	25.00	90°00'00"	N49°32'52"W	35.36
C3	39.27	25.00	90°00'00"	S40°27'08"W	35.36
C4	39.41	25.00	90°18'51"	N18°03'48"W	35.45
C5	39.13	25.00	89°41'09"	N71°56'12"E	35.26
C6	39.41	25.00	90°18'51"	N18°03'48"W	35.45
C7	127.82	1955.00	3°45'19"	S81°59'53"E	125.54
C8	69.17	1955.00	2°01'26"	S73°22'57"E	68.81
C9	58.64	1955.00	1°43'53"	S67°50'24"W	58.42
C10	160.59	245.00	37°33'19"	S81°59'53"E	157.73
C11	90.82	245.00	21°14'17"	S73°50'22"E	90.30
C12	69.77	245.00	16°19'02"	S87°22'35"W	69.54
C13	44.47	25.00	101°55'42"	S49°48'41"E	38.84
C14	21.03	25.00	48°11'23"	S53°07'46"W	20.41
C15	165.40	50.00	189°32'01"	S54°11'55"E	99.65
C16	57.19	50.00	65°32'01"	S63°48'05"W	54.12
C17	49.69	50.00	56°56'29"	S54°57'40"E	47.67
C18	55.24	50.00	63°17'56"	S85°09'33"W	52.47
C19	3.28	50.00	3°45'35"	S38°41'18"W	3.28
C20	18.43	25.00	42°14'11"	S19°27'00"W	18.01
C21	112.95	225.00	28°45'43"	S12°42'46"W	111.77
C22	34.54	225.00	8°47'43"	S02°43'46"W	34.51
C23	53.76	225.00	13°41'21"	S13°38'18"W	53.63
C24	24.65	225.00	6°16'36"	S21°37'46"W	24.64
C25	79.23	175.00	25°56'27"	S14°07'21"W	78.56
C26	146.35	265.00	31°38'29"	N11°18'13"E	144.49
C27	17.99	265.00	3°53'25"	N27°38'32"W	17.98
C28	54.67	265.00	11°49'14"	N35°15'06"E	54.57
C29	54.98	265.00	11°53'12"	N47°06'21"E	54.89
C30	18.70	265.00	4°02'38"	N53°04'48"E	18.70
C31	118.73	215.00	31°38'29"	N11°18'13"E	117.23
C32	40.31	215.00	10°44'28"	N32°10'29"E	40.25
C33	78.43	215.00	20°54'01"	N16°38'13"E	77.99
C34	182.98	270.00	38°83'41"	N01°40'41"E	179.50
C35	3.33	270.00	0°42'25"	N11°25'38"W	3.33
C36	54.92	270.00	11°39'12"	N05°12'29"W	54.82
C37	54.92	270.00	11°39'12"	N06°27'01"E	54.82
C38	54.92	270.00	11°39'12"	N18°06'13"E	54.82
C39	14.90	270.00	3°09'46"	N25°30'44"E	14.90
C40	139.17	210.00	38°00'47"	N07°49'43"E	136.61
C41	53.51	210.00	14°35'17"	N19°45'39"E	53.37
C42	88.61	210.00	24°10'30"	N00°21'25"E	87.95
C43	8.90	210.00	2°25'58"	N52°34'44"E	8.61
C44	8.90	210.00	2°25'58"	N01°36'33"E	8.61



LEGEND:

- DE DRAINAGE EASEMENT
- PUE PUBLIC UTILITY EASEMENT
- ○ FOUND 1/2" IRON ROD
- ○ SET 1/2" IRON ROD WITH RJ SURVEYING CAP
- ■ MONUMENT
- SIDEWALK REQUIRED (4' MIN.)

SUBDIVISION SUMMARY:

	LOTS	ACRES
RESIDENTIAL:	44	9.40
NON-RESIDENTIAL:	0	0.00
PRIVATE OPEN SPACE:	0	0.00
DETENTION:	0	0.00
RESIDENTIAL INCLUDED IN THIS PHASE:	44	9.40
PREVIOUS RESIDENTIAL PHASES:	339	65.47
TOTAL RESIDENTIAL:	383	74.87
PUBLIC PARKLAND INCLUDED IN THIS PHASE:	0	0.00
TOTAL PARKLAND REQUIRED:		7.66
TOTAL PARKLAND DEDICATION TO DATE:	0	39.00

SITE DATA:
11.744 ACRES
PHILLIP GOLDEN SURVEY No 17, ABSTRACT No. 328
44 SINGLE FAMILY LOTS
3 BLOCKS
1875 LINEAR FEET OF NEW STREETS

PROPERTY OWNER / SUBDIVIDER:

GEHAN HOMES
15725 NORTH DALLAS PARKWAY
SUITE 300
ADDISON, TX 75001

SHEET 2 OF 3 SHEETS

REVISION DATE	DESCRIPTION	BY
1 MAY 3, 2013	ADDRESSED CITY COMMENTS FROM APR. 12, 2013	KW

DATE: JUNE 14, 2012 SCALE: 1" = 100'

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

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Created 08-14-14 at 4:18 pm

Item 17

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Tim Pautsch **Phone #:** (512) 854-7689
Division Director/Manager: Anna Bowlin - Division Director Development Services and Long Range Planning

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 Cash Security Agreement with Gehan Homes, LTD-Austin, for sidewalk fiscal for Commons At Rowe Lane Phase 4A for Lot 13 Block FF, in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:
The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:
Gehan Homes, LTD-Austin, proposed to use this Cash Security Agreement, as follows: Commons At Rowe Lane Phase 4A for Lot 13 Block FF, $2,800.50, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:
None

FISCAL IMPACT AND SOURCE OF FUNDING:
There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:
Cash Security Agreement
Map of lot

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel (55)	Permits Program Manager	TNR	(512) 854-7565

	Floodplain Administrator		

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp
1101 - Development Services Long Range Planning - Commons At Rowe Lane Ph 4A

Received
JUL 22 2014
Travis County-TNR

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 2800.50 V# 00323336

ADDRESS: 2800 WINDY VANE LOT: 13 BLOCK: FF

SUBDIVISION: Commons of Rowe Lane - 4A

DATE OF POSTING: The 22 Day of July, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

DEVELOPER/BUILDER

BY: x Kay Coen

PRINT: KAY COEN

TITLE: PURCH COR

PHONE: 512 330 9366 x 4203

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

_____

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

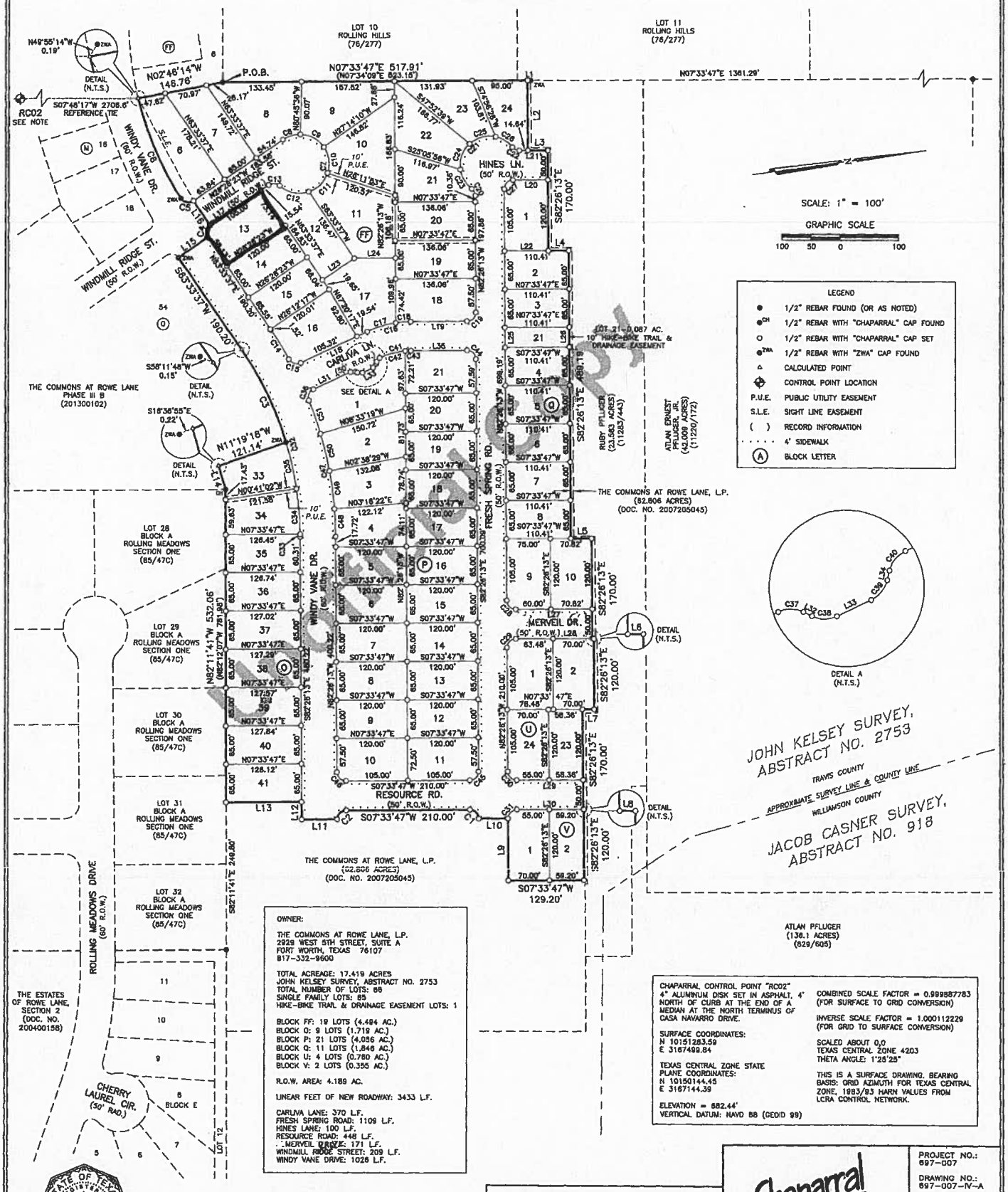
_____

Date

Created 08-14-14 at 4:18 pm

20140073

FINAL PLAT:
THE COMMONS AT ROWE LANE PHASE IV A
TRAVIS COUNTY, TEXAS



OWNER:

THE COMMONS AT ROWE LANE, L.P.
2929 WEST 5TH STREET, SUITE A
FORT WORTH, TEXAS 76107
817-332-9600

TOTAL ACREAGE: 17.419 ACRES
JOHN KELSEY SURVEY, ABSTRACT NO. 2753
TOTAL NUMBER OF LOTS: 86
SINGLE FAMILY LOTS: 85
HIKE-BIKE TRAIL & DRAINAGE EASEMENT LOTS: 1

BLOCK FF: 19 LOTS (4.494 AC.)
BLOCK O: 9 LOTS (1.719 AC.)
BLOCK P: 21 LOTS (4.056 AC.)
BLOCK Q: 11 LOTS (1.846 AC.)
BLOCK U: 4 LOTS (0.780 AC.)
BLOCK V: 2 LOTS (0.355 AC.)

R.O.W. AREA: 4.189 AC.

LINEAR FEET OF NEW ROADWAY: 3433 L.F.

CARLIVA LANE: 370 L.F.
FRESH SPRING ROAD: 1109 L.F.
HINES LANE: 100 L.F.
RESOURCE ROAD: 448 L.F.
MERVEIL DRIVE: 171 L.F.
WINDMILL RIDGE STREET: 209 L.F.
WINDY VANE DRIVE: 1028 L.F.

CHAPARRAL CONTROL POINT "RC02"
4" ALUMINUM DISK SET IN ASPHALT, 4' NORTH OF CURB AT THE END OF A MEDIAN AT THE NORTH TERMINUS OF CASA NAVARRO DRIVE.

SURFACE COORDINATES:
N 10151283.59
E 3167499.84

TEXAS CENTRAL ZONE STATE PLANE COORDINATES:
N 10150144.45
E 3167144.39

ELEVATION = 582.44'
VERTICAL DATUM: NAVD 88 (GEOID 99)

COMBINED SCALE FACTOR = 0.999887783
(FOR SURFACE TO GRID CONVERSION)

INVERSE SCALE FACTOR = 1.000112229
(FOR GRID TO SURFACE CONVERSION)

SCALED ABOUT 0,0
TEXAS CENTRAL ZONE 4203
THETA ANGLE: 1°25'25"

THIS IS A SURFACE DRAWING. BEARING BASIS: GRID AZIMUTH FOR TEXAS CENTRAL ZONE, 1983/93 HARN VALUES FROM LCRA CONTROL NETWORK.

STATE OF TEXAS
REGISTERED
ERIC J. DANNHEIM
6075
PROFESSIONAL
LAND SURVEYOR

1/17/2014

REVISION DATE:	DESCRIPTION

GRAY ENGINEERING
8834 N. Capital of Texas Hwy.
Austin, Texas 78759
Suite 140
(512)452-0371
FAX(512)454-9933
TBPE FIRM #2946

Chaparral
Professional Land Surveying, Inc.
Surveying and Mapping
3500 McCall Lane
Austin, Texas 78744
512-443-1724

PROJECT NO.: 697-007
DRAWING NO.: 697-007-IV-A
PLOT DATE: 1/17/2014
PLOT SCALE: 1"=100'
DRAWN BY: EJD

SHEET 02 OF 05

Created 08-14-14 at 4:18 pm

Item 18

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Tim Pautsch **Phone #:** (512) 854-7689
Division Director/Manager: Anna Bowlin - Division Director Development Services and Long Range Planning

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 multiple Cash Security Agreements with Gehan Homes LTD., for sidewalk fiscal for Commons At Rowe Lane Phase 3B, in Precinct One.

A) Lot 16 Blk M $750.48;
B) Lot 20 Blk M $780.00;
C) Lot 22 Blk M $722.25; and
D) Lot 23 Blk M $925.44.

BACKGROUND/SUMMARY OF REQUEST:
The form of the Cash Security Agreement is from the Standards for Construction of Streets and Drainage in Subdivisions that were in place before August 28, 1997.

STAFF RECOMMENDATIONS:
Gehan Homes LTD., proposes to use these Cash Security Agreements for the selected lots, as follows: Commons At Rowe Lane Phase 3B, to post sidewalk fiscal where the sidewalks have not been completed in this subdivision.

ISSUES AND OPPORTUNITIES:
None

FISCAL IMPACT AND SOURCE OF FUNDING:
There are no budgetary and/or fiscal impacts as this is fiscal posted for a development.

ATTACHMENTS/EXHIBITS:
Cash Security Agreements
Map of lots

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239

Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director Development Services Long Range Planning	TNR	(512) 854-7561
Stacey Scheffel SS	Permits Program Manager Floodplain Administrator	TNR	(512) 854-7565

CC:

Tim Pautsch	Engineering Specialist	TNR	(512) 854-7689

TP:AB:tp
1101 - Development Services Long Range Planning - Commons At Rowe Lane Phase 3B

Received
JUL 22 2014
Travis County-TNR

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 750.48 v# 00323334

ADDRESS: 2705 WINDY VANE DR LOT: 16 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

The county considers such a drawing on this Security necessary to complete all or part of the SUBDIVISION Sidewalks to ADA and Texas Accessibility Standards. No further substantiation of the necessity of the draw is required by this Agreement.

This Agreement is conditioned on the performance of the duties of the DEVELOPER/ BUILDER to provide for the construction and completion of the Sidewalk Improvements in the SUBDIVISION to current Travis County Standards for Construction of Streets and Drainage in Subdivisions (the "Standards"), so that the Sidewalk Improvements are performing to the Standards upon the approval of the construction of the Sidewalk Improvements, and the acceptance of the Sidewalk Improvements by the Executive Manager of TNR or his designated representative. The DEVELOPER/ BUILDER shall prove that the sidewalk is built to Texas Accessibility Standards by submitting an approved inspection letter from a Registered Accessibility Specialist.

If this document needs to be renewed, it will be renewed at the then current rate for Sidewalks required by Travis County. In no case shall the amount of Security be less that the amount it would cost the County to complete the work if it becomes necessary.

Partial drafts and reductions in the amount of Security are permitted. Drafts will be honored within five calendar days of presentment. In lieu of drawing on the Security, the County, in its discretion, may accept a substitute Security in the then current amount of the estimated cost of constructing the Improvements. This Agreement may be revoked only by written consent of the DEVELOPER/BUILDER and the County.

DEVELOPER/BUILDER

BY: X Kay Coen

PRINT: KAY COEN

TITLE: Purch Coor

PHONE: 512 330 9366 x 4203

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

Received
JUL 22 2014
Travis County-TNR

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 780.00 V# 00323330

ADDRESS: 21108 WINDMILL RIDGE ST LOT: 20 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 20 14

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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DEVELOPER/BUILDER

BY: X Kay Coen

PRINT: KAY COEN

TITLE: Purch Coor

PHONE: 512 330 9366 x4203

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____
Date

_____
COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____
Date

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 722.25 V # 00322508

ADDRESS: 21100 WINDMILL RIDGE ST LOT: 22 BLOCK: M

SUBDIVISION: Commons of Rowe Lane 3B

DATE OF POSTING: The 17 Day of JULY, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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DEVELOPER/BUILDER

BY: X Kay Coen

PRINT: KAY COEN

TITLE: PURCH COORD

PHONE: 512-330-9366 X 4203

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

_____

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

_____

Date

Received
JUL 22 2014
Travis County-TNR

§ EXHIBIT 82.401 (C)

CASH SECURITY AGREEMENT - SIDEWALKS

TO: Travis County, Texas

DEVELOPER/BUILDER: Gehan Homes

ESCROW AGENT: Travis County Treasurer

AMOUNT OF SECURITY: $ 925.44 V# 00323332

ADDRESS: 21106 WINDMILL RIDGE ST LOT: 23 BLOCK: M

SUBDIVISION: Commons of Rowe Lane - 3B

DATE OF POSTING: The 22 Day of July, 2014

EXPIRATION DATE: Three Years, or more from Date of Posting

The ESCROW AGENT shall duly honor all drafts drawn and presented in accordance with this Agreement. Travis County may draw on the account of the DEVELOPER/BUILDER up to the aggregate AMOUNT OF SECURITY upon presentation of a draft signed by the County Judge that the following condition exists:

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DEVELOPER/BUILDER

BY: x Kay Coen

PRINT: KAY COEN

TITLE: Purch Coord

PHONE: 512 330 9366 x4203

COMPANY NAME & ADDRESS

Gehan Homes, LTD

3815 S Capital of TX Hwy #275

Austin Texas 78704

APPROVED BY THE TRAVIS COUNTY COMMISSIONERS' COURT: _____

Date

_____

COUNTY JUDGE, TRAVIS COUNTY, TEXAS

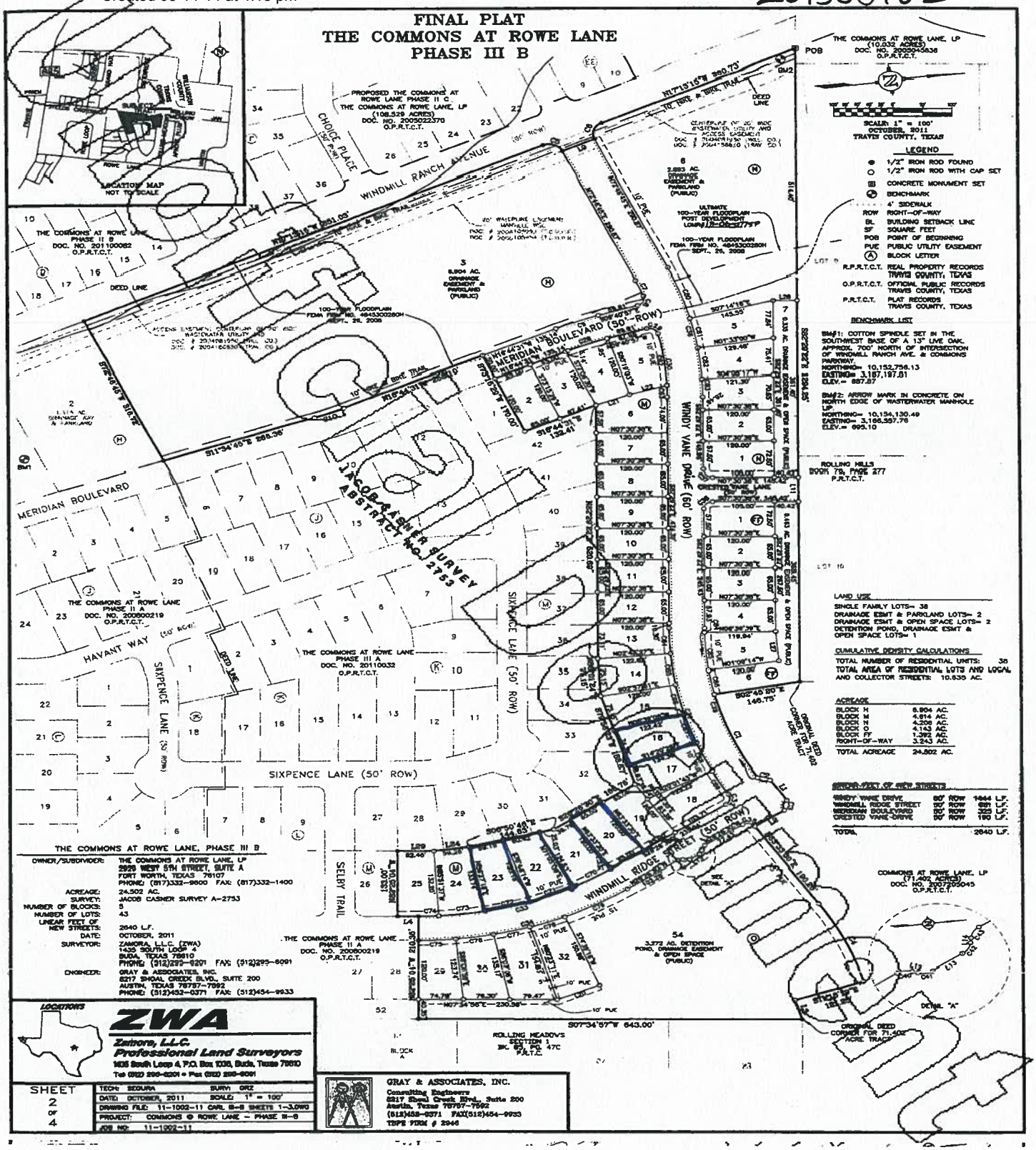
_____

Date

Created 08-14-14 at 4:18 pm

201300102

FINAL PLAT
THE COMMONS AT ROWE LANE
PHASE III B



Created 08-14-14 at 4:18 pm

Item 19

Travis County Commissioners Court Agenda Request

Meeting Date: August 12, 2014
Prepared By: David Greear **Phone #:** (512) 854-7650
Division Director/Manager: Donald W. Ward, P.E. Assistant Public Works Director, Road and Bridge

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 approve an Advance Funding Agreement with the Texas Department of Transportation for centerline texturing for safety purposes on Hamilton Pool Road.

BACKGROUND/SUMMARY OF REQUEST:
Working with the Texas Department of Transportation through a Hazard Elimination/Safety Project program that identifies locations to qualify for safety improvements, Travis County has identified the need for centerline texturing on Hamilton Pool Road. TxDOT will design and let a construction contract for the work, with a 10% local match for funds.

STAFF RECOMMENDATIONS:
TNR recommends approval of the AFA to cover the 10% local match for this safety improvement.

ISSUES AND OPPORTUNITIES:
Centerline texturing on Hamilton Pool Road from RM12 to the Pedernales River will improve safety for traffic on Hamilton Pool Road. The centerline texturing creates an audible warning to drivers who inadvertantly cross the centerline due to reasons such as distraction, texting, falling asleep, excessive speed or incorrectly navigating a curve. This specific improvement was proposed after an extensive evaluation of accident history over the past three years showed a substantial amount of accidents related to single vehicle loss of control due to inattention and excessive speeds.

FISCAL IMPACT AND SOURCE OF FUNDING:
The Advance Funding Agreement enables the County to pay the required 10% ($8,394 with $1,097 required as an initial payment and $7,297 required before construction begins). Travis County's cost will come from Road and Bridge funds budgeted for Safety Supplies and Equipment.

Funds Reservation Number 300001241
Fund 0145
Fund Center 1490200145
G/L Account 510260
IO/WBS NON-FUNDED-PROGRAM
Amount $8,394.00

ATTACHMENTS/EXHIBITS:

A) Resolution
B) Location Map Showing Project
C) Project Budget
Advance Funding Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Jessica Rio	Planning and Budget	PBO	

CC:

Isabelle Lopez		TNR	(512) 854-7675

: :
3101 - Public Works/CIP -

CSJ # 0914-04-290
District # 14 - AUS
Code Chart 64 # 50227
Project:Hamilton Pool Road
Hazard Elimination
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A
Hazard Elimination/Safety Project (Off-System)

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission passed Minute Order Number 113885, authorizing the State to undertake and complete a highway improvement generally described as Hazard Elimination called the "Project"; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this agreement by resolution or ordinance dated _____, 20__, which is attached to and made a part of this agreement as Attachment "A" for the improvement covered by this agreement. A map showing the Project location appears in Attachment "B," which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this agreement, it is agreed as follows:

AGREEMENT

1. **Period of the Agreement**
   This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed. This agreement shall remain in effect until the Project is completed or unless terminated as provided below.

CSJ # 0914-04-290
District # 14 - AUS
Code Chart 64 # 50227
Project:Hamilton Pool Road
Hazard Elimination
Federal Highway Administration
CFDA # 20.205
Not Research and Development

2. **Scope of Work**
Construction of centerline texturing on Hamilton Pool Road in Travis County as shown on Attachment "B".

3. **Local Project Sources and Uses of Funds**
   A. The total estimated cost of the Project is shown in the Project Budget – Attachment "C", which is attached to and made a part of this agreement. The expected cash contributions from the Federal or State government, the Local Governments, or other parties is shown in Attachment "C". The State will pay for only those project costs that have been approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
   B. If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
   C. This Project cost estimate shows how necessary resources for completing the Project will be provided by major cost categories. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
   D. The State will be responsible for securing the Federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
   E. The Local Government will be responsible for all non-federal or non-state participation costs associated with the Project, including any overruns in excess of the approved local project budget unless otherwise provided for in this agreement or approved otherwise in an amendment to this agreement.
   F. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the Project. At least sixty (60) days prior to the date set for

receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.

G. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied to the State Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. The State will not pay interest on any funds provided by the Local Government.

K. If a waiver has been granted, the State will not charge the Local Government for the indirect costs the State incurs on the local Project, unless this agreement is terminated at the request of the Local Government prior to completion of the Project.

L. If the Project has been approved for a "fixed price" or an "incremental payment" non-standard funding or payment arrangement under 43 TAC §15.52, the budget in Attachment C will clearly state the amount of the fixed price or the incremental payment schedule.

M. If the Local government is an Economically Disadvantaged County and if the State has approved adjustments to the standard financing arrangement, this agreement reflects those adjustments.

N. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract 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.

O. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.

P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

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Q. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this agreement.

4. Termination of this Agreement

This agreement shall remain in effect until the project is completed and accepted by all parties, unless:

A. The agreement is terminated in writing with the mutual consent of the parties;

B. The agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;

C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or

D. The Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this agreement.

5. Amendments

Amendments to this agreement due to changes in the character of the work, terms of the agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

6. Remedies

This agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this agreement and shall be cumulative.

7. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The State is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this agreement.

B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.

C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.

D. The State is responsible for the preparation of the NEPA documents required for the environmental clearance of this Project.

E. Before the advertisement for bids, the State shall provide to the Local Government written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

9. Compliance with Texas Accessibility Standards and ADA

All parties to this agreement shall ensure that the plans for and the construction of all projects subject to this agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. Architectural and Engineering Services

The State has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable *State's Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. In procuring professional services, the parties to this agreement must comply with federal requirements cited in 23 CFR Part 172 if the project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters.

11. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. The State will use its approved contract letting and award procedures to let and award the construction contract.

C. Prior to their execution, the Local Government will be given the opportunity to review contract change orders that will result in an increase in cost to the Local Government.

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D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.

E. For federally funded contracts, the parties to this agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

12. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads after completion of the work and the State shall be responsible for maintenance of state highway system after completion of the work if the work was on the state highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

13. Right of Way and Real Property

The State is responsible for the provision and acquisition of any needed right of way or real property.

14. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
County Judge	Director of Contract Services Office
Travis County	Texas Department of Transportation
P. O. Box 1748	125 E. 11th Street
Austin, Texas 78701	Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

15. Legal Construction

If one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

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16. Responsibilities of the Parties

The State and the Local Government agree that neither 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.

17. Ownership of Documents

Upon completion or termination of this agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement

This agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the agreement's subject matter.

20. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records

The parties to this agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the

governmental records that are directly applicable to this agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the United States Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise (DBE) Program Requirements

A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government 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 DOT-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.*

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25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it and its principals are 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, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and 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 U.S.C. §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.

27. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State

right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

28. 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 (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government 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 more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR website whose address is: https://www.sam.gov/portal/public/SAM/;
2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows Federal government to track the distribution of federal money. The DUNS 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.

29. 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 $750,000 or more are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 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 Local Government 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.

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30. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

_____
Signature

Samuel Biscoe
Typed or Printed Name

County Judge
Title

_____
Date

THE STATE OF TEXAS

_____
Carol Rawson
Director of Traffic Operations Division
Texas Department of Transportation

_____
Date

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ATTACHMENT A
RESOLUTION OR ORDINANCE

RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT WITH TEXAS DEPARTMENT OF TRANSPORTATION FOR CENTERLINE TEXTURING OF HAMILTON POOL ROAD

WHEREAS, pursuant to Texas Transportation Code Section 222.052, Travis County is authorized to contribute funds to be spent by the Texas Transportation Commission (the "Commission") in the development and construction of the public roads and state highway system within the County, and the Commission may accept such a contribution;

WHEREAS, on March 27, 2014, the Commission passed Minute Order 113885 to authorize funding for projects in the 2014 Unified Transportation Program, including a project for the design and construction of centerline texturing for safety purposes on Hamilton Pool Road (the "Project"); and

WHEREAS, the Travis County Commissioners Court finds that the Project will provide increased safety for persons using Hamilton Pool Road, facilitate the movement of people, goods, and services in Travis County, and benefit the residents of Travis County;

NOW, THEREFORE, the Travis County Commissioners Court hereby authorizes the Travis County Judge to execute an Advance Funding Agreement with the Texas Department of Transportation ("TxDOT") under which, among other things:

1. Travis County will be required to contribute 10% of all pre-construction costs for the Project (which percentage amount is estimated to be $1,097 and is due upon the County's execution of the Advance Funding Agreement);

2. Travis County will be required to contribute 10% of the construction costs for the project (which percentage amount is estimated to be $7,297 and is due at least 60 days before TxDOT's date for receipt of construction bids for the Project); and

3. Travis County will be responsible for 100% of any cost overruns for the Project.

The Travis County Commissioners Court further directs that this resolution be included as **Attachment A** to the Advance Funding Agreement with TxDOT.

BE IT SO ORDERED ON THIS _____ DAY OF _____, 2014.

By: _____
Samuel T. Biscoe, County Judge

_____
Ron Davis, Commissioner
Precinct 1

_____
Bruce Todd, Commissioner
Precinct 2

_____
Gerald Daugherty, Commissioner
Precinct 3

_____
Margaret Gómez, Commissioner
Precinct 4

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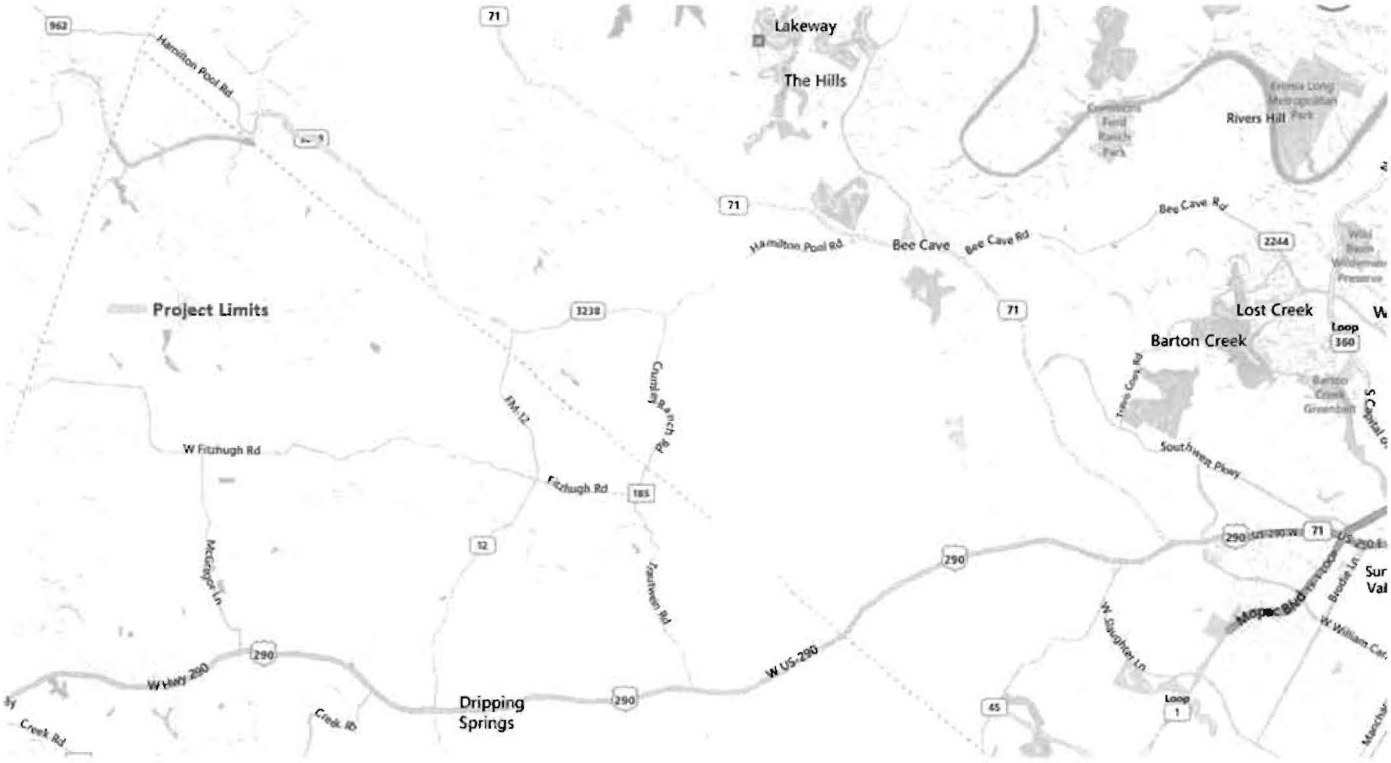
ATTACHMENT B
LOCATION MAP SHOWING PROJECT



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ATTACHMENT C
PROJECT BUDGET

[INSERT A PROJECT BUDGET AND DESCRIPTION]

Construction costs will be allocated based on 90% Federal funding and 10% Local Government funding until the federal funding reaches the maximum obligated amount. The local government will then be responsible for 100% of the costs.

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Preliminary Engineering (By State):		$9,967	90%	$8,970	0%	$0	10%	$997
Direct State Costs= $997	Environmental (30%)	$299	90%	$269	0%	$0	10%	$30
	Engineering (70%)	$698	90%	$628	0%	$0	10%	$70
Preliminary Engineering Subtotal		**$10,964**		**$9,867**		**$0**		**$1,097**
Construction (By State):		$66,444	90%	$59,800	0%	$0	10%	$6,644
Construction Direct State Costs		$3,322	90%	$2,990	0%	$0	10%	$332
Indirect State Costs (4.83%)		$3,209	90%	$2,888	0%	$0	10%	$321
Construction Subtotal		**$72,975**		**$65,678**		**$0**		**$7,297**
TOTAL		**$83,939**		**$75,545**		**$0**		**$8,394**

Initial payment by the Local Government to the State: $1,097
Payment by the Local Government to the State before construction: $7,297
Estimate total payment by the Local Government to the State: $8,394
This is an estimate. The final amount of Local Government participation will be based on actual costs.

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Yolanda Aleman, (512)854-9106
Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Please see attached documentation.

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512)854-9106
Jessica Rio – Planning and Budget Office, (512)854-9106
David Salazar - County Judge's Office, (512)854-9555

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.

BUDGET AMENDMENTS AND TRANSFERS

FY 2014

8/19/2014

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580010	Reserves	Allocated Reserves		$18,351.00	1
		0001	119004	595010	County Attorney	County Contribution to Grants	$18,351.00		
A2		0001	198000	580010	Reserves	Allocated Reserves		$1,398.00	4
		0001	110003	500070	General Admin.	Salaries - Temporary Employee	$1,296.00		
		0001	110003	506010	General Admin.	FICA - OASDI	$80.00		
		0001	110003	506020	General Admin.	Medicare	$19.00		
		0001	110003	506060	General Admin.	Worker's Compensation	$3.00		
A3		0001	198000	580010	Reserves	Allocated Reserves		$1,398.00	4
		0001	122001	500070	Civil Courts	Salaries - Temporary Employee	$1,296.00		
		0001	122001	506010	Civil Courts	FICA - OASDI	$80.00		
		0001	122001	506020	Civil Courts	Medicare	$19.00		
		0001	122001	506060	Civil Courts	Worker's Compensation	$3.00		
A4		0001	198000	580010	Reserves	Allocated Reserves		$1,398.00	4
		0001	126002	500070	JP Pct. 1	Salaries - Temporary Employee	$1,296.00		
		0001	126002	506010	JP Pct. 1	FICA - OASDI	$80.00		
		0001	126002	506020	JP Pct. 1	Medicare	$19.00		
		0001	126002	506060	JP Pct. 1	Worker's Compensation	$3.00		
A5		0001	198000	580010	Reserves	Allocated Reserves		$1,398.00	4
		0001	131001	500070	Cons. Pct. 1	Salaries - Temporary Employee	$1,296.00		
		0001	131001	506010	Cons. Pct. 1	FICA - OASDI	$80.00		
		0001	131001	506020	Cons. Pct. 1	Medicare	$19.00		
		0001	131001	506060	Cons. Pct. 1	Worker's Compensation	$3.00		
A6		0001	198000	580010	Reserves	Allocated Reserves		$1,398.00	4
		0001	157001	500070	Records Mngt.	Salaries - Temporary Employee	$1,296.00		
		0001	157001	506010	Records Mngt.	FICA - OASDI	$80.00		
		0001	157001	506020	Records Mngt.	Medicare	$19.00		
		0001	157001	506060	Records Mngt.	Worker's Compensation	$3.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0001	123001	500050	District Atty.	Salaries - Regular Employee		$50,000.00	11
		0001	123001	511280	District Atty.	Other Legal Services	$50,000.00		
T2		0001	149020	510300	TNR	Road Material - Non Asphaltic		$136,000.00	13
		0001	149035	510340	TNR	Vehicle Supplies & Equipment	$70,000.00		
		0001	149035	511520	TNR	Auto Repairs & Maintenance	$66,000.00		
T3		0001	149020	510300	TNR	Road Material - Non Asphaltic		$30,000.00	13
		0001	149035	510340	TNR	Vehicle Supplies & Equipment	$30,000.00		

OTHER

O1	Request to move a Travis County Sheriff's Office Victim Services Counselor to the General Fund effective September 1, 2014	16
O2	Request from the Travis County Sheriff's Office to reallocate internal Capital Acquisition Resources to complete the replacement of water heaters in Building 1 at the Travis County Correctional Complex	18

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court

FROM: Victoria Ramirez, Budget Analyst VR

DATE: August 13, 2014

RE: County Attorney Request to Budget FY 2014 Revenue for Underage Drinking Prevention Program Grant Match

The Underage Drinking Prevention Program (UDPP) in the Travis County Attorney's Office has been in place and supported by grant funds for more than 20 years. Historically, the program has been supported by a County match from both the General Fund and funds from County Attorney Processing Site Orders (CAPSO).

During the FY 2014 budget process, the County Auditor's 5th Revenue Estimate stated that an expected $18,351 in CAPSO revenue would be received for the UDPP grant match. A check in that amount has been deposited from CAPSO into the General Fund. However, PBO inadvertently did not budget the corresponding expenditure in the County Attorney's FY 2014 Adopted Budget.

PBO recommends approval of a budget amendment moving the $18,351 from the General Fund Allocated Reserve into the County Attorney's General Fund budget, where it should have been budgeted initially in FY 2014.

For FY 2015 and beyond, PBO recommends adding the full cost of the grant match as an ongoing expense in the County Attorney's General Fund budget to support this long-standing program. The County Attorney regularly contributes CAPSO funds in support of this grant program and other projects. PBO will continue to work with the County Attorney's Office, as has occurred in each budget year, to determine the amount expected to be contributed to the General Fund from CAPSO in FY 2015.

cc: Leroy Nellis, Acting County Executive, Planning and Budget
David Escamilla, County Attorney
James Collins, Chantelle Abruzzo, Amanda Valdes, County Attorney's Office
Jessica Rio, Travis Gatlin, Diana Ramirez, Planning and Budget Office

DAVID A. ESCAMILLA
COUNTY ATTORNEY

County of TRAVIS
STATE OF TEXAS

Travis County Attorney
Check Division
Ned Granger Building
314 West 11th Street, Suite 100
Austin, Texas 78701
P.O. Box 1748
Austin, TX 78767
(512) 854-9574
(512) 854-9202

September 23, 2013

Nicki Riley
Travis County Auditor
P. O. Box 1748
Austin, Texas 78767

Re: Revenue Certification of Proposed CAPSO Fund Transfer

Dear Ms. Riley:

It is my understanding that in order to have CAPSO funds certified as revenue, I need to inform you of the amount of the funds that will be given to the county during fiscal year 2014. This budget year I will give the county $39,000.00. ($18,351 for Underage Drinking Prevention Program grant match. $11,649 for contribution to General Fund and $9,000 for our contribution to the showers in the Granger building) to be paid between October 1, 2013 and September 30, 2014.

If you have any questions regarding this matter or if I can be of any other assistance, please do not hesitate to call upon me.

Sincerely,

David A. Escamilla

DAE/mh

Header Information for Entry Doc Number 400006339

Created 08-14-14 at 4:18 pm

Doc. Number	400006339	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 6, 2014
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	1	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	ABRUZZC	Creation Date	Aug 6, 2014	Creation Time	16:26:52
Resp. Person		Year Cohort		Public Law	

Header Text

Legislation

TextName

Lines

Total Document 0 18 351 USD Technical budget correction

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-18,351	
000002	0001		1190040001	595010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	18,351	

August 14, 14

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca Street, Ste. 1560
Austin, Texas 78701

P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Assistant Budget Director

DATE: August 11, 2014

RE: Request to use Allocated Reserve Earmark for the Austin Community College (ACC) Internship Program for the Fall Semester by Four Departments

The FY 2014 Adopted Budget includes an earmark against the Allocated Reserve to assist departments that are unable to internally fund the cost of participating in the ACC Internship Program. The internship program pays selected ACC students $12 per hour for 20 hours per week for 16 weeks. The estimated cost per intern for the semester is $4,235.

One office is internally funding the position, one office has savings sufficient to fund the position in FY 2014, and the rest of the offices request the use of the earmark against the Allocated Reserve for this cost. The cost is split with $6,990 of the cost falling to the FY 2014 budget and $17,022 of the cost falling to the FY 2015 budget because the 16 week internship begins on August 25th and ends December 16th.

Department	# of Interns	FY 14	FY 15	Notes
County Judge	1	$0	$0	Internal funding
Commissioner, Pct. 2	1	0	2,837	Split
Intergovernmental Relations	1	1,398	2,837	Allocated Reserve
Civil Courts	1	1,398	2,837	Allocated Reserve
Justice of the Peace, Pct. 1	1	1,398	2,837	Allocated Reserve
Constable, Pct. 1	1	1,398	2,837	Allocated Reserve
Records Management	1	1,398	2,837	Allocated Reserve
TOTAL	**7**	**$6,990**	**$17,022**	

A history of the earmark and its use since FY 2011 is highlighted in the table below.

FY	Earmark	Used*	Remainder
2011	$25,885	$23,389	$2,496
2012	$25,885	$27,821	($1,936)
2013	$25,885	$15,426	$10,459
2014	$33,130	$19,413	$13,717

Please note that the amount "used" for FY 2014 includes the $6,690 being requested today.

PBO recommends approval of the attached budget adjustments for the FY 2014 portion of the cost to support the program. PBO also recommends Commissioners Court approval to place the budget totaling $17,022 for the FY 2015 portion of this program on Changes to Preliminary Budget. In addition, there is an FY 2015 earmark against the Allocated Reserve for this program of $20,000 that will be available for the spring semester. This will allow County departments without internal savings to participate in this program. PBO will continue to review the budgets of offices requesting to participate in this program for internal savings that can be used to fund the requested interns.

cc: The Honorable Sam Biscoe, County Judge
Melissa Velasquez, County Judge's Office
The Honorable Bruce Todd, Commissioner Pct. 2
Sara Krause, Commissioner, Pct. 2 Office
Peg Liedtke, Amanda Michael, Civil Courts
The Honorable Danny Thomas, Constable, Pct. 1
Gwen Doyle, CN1
The Honorable Yvonne Williams, Justice of the Peace, Pct. 1
Kitzy Daniels, JP1
Deece Eckstein, Julie Wheeler, Intergovernmental Relations
Steve Broberg, Tom Ashburn, RMCR
Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Debbie Maynor, Harve Franklin, HRMD

Header Information for Entry Doc Number 400006414

Created 08-14-14 at 4:18 pm

Doc. Number	400006414	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 11, 2014
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	1	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	WHEELEJ	Creation Date	Aug 11, 2014	Creation Time	11:25:49
Resp. Person		Year Cohort		Public Law	
Header Text		Legislation			
TextName					

Lines

Total Document 1398 USD from Allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,398	ACC Intern Funding FY14
000002	0001		1100030001	500070	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,296	ACC Intern Funding FY14
000003	0001		1100030001	506010	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	80	ACC Intern Funding FY14
000004	0001		1100030001	506020	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	19	ACC Intern Funding FY14
000005	0001		1100030001	506060	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	3	ACC Intern Funding FY14

Aug 14, 14

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Header Information for Entry Doc Number 400006431

Created 08-14-14 at 4:18 pm

Doc. Number	400006431	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 11, 2014
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	1	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	MICHAEA	Creation Date	Aug 11, 2014	Creation Time	16:17:25
Resp. Person		Year Cohort		Public Law	
Header Text	Fall 2014 ACC Intern for Civil Courts	Legislation			
TextName					

Lines

Total Document 0 1398 USD from Allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,398	Fall 2014 ACC Intern for Civil Courts
000002	0001		1220010001	500070	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,296	Fall 2014 ACC Intern for Civil Courts
000003	0001		1220010001	506010	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	80	Fall 2014 ACC Intern for Civil Courts
000004	0001		1220010001	506020	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	19	Fall 2014 ACC Intern for Civil Courts
000005	0001		1220010001	506060	1220	NOT-RELEVANT	NON-FUNDED-PROGRAM	3	Fall 2014 ACC Intern for Civil Courts

Aug 14, 2014

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Header Information for Entry Doc Number 400006433

Created 08-14-14 at 4:18 pm

Doc. Number	400006433	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 12, 2014
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	1	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	DANIELK1	Creation Date	Aug 12, 2014	Creation Time	14:42:19
Resp. Person	KITZY DANIELS	Year Cohort		Public Law	
Header Text		Legislation			
TextName					

Lines

Total Document 0 1398 USD from allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,398	ACC Intern
000002	0001		1260020001	500070	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,296	
000003	0001		1260020001	506010	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	80	
000004	0001		1260020001	506020	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	19	
000005	0001		1260020001	506060	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	3	

August 14, 2014

Header Information for Entry Doc Number 400006415

Created 08-14-14 at 4:18 pm

Doc. Number	400006415	Doc. Status	Preposted	FM Area	1000
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 4, 2014
Value Type	Budget	Version	0	Doc.Type	TRAN
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff	
Process UI	TRAN	Process	SEND	Original.Applic.	BWB
				Doc.Family	

Additionnal Data

Creator	DOYLEG	Creation Date	Aug 12, 2014	Creation Time	15:01:08
Resp. Person		Year Cohort		Public Law	
Header Text		Legislation			
TextName					

Lines

Total Document 0 1398 USD from Allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,398	
000002	0001		1310010001	500070	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,296	
000003	0001		1310010001	506010	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	80	
000004	0001		1310010001	506020	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	19	
000005	0001		1310010001	506060	1310	NOT-RELEVANT	NON-FUNDED-PROGRAM	3	

August 14, 2014

Header Information for Entry Doc Number 400006358

Created 08-14-14 at 4:18 pm

Doc. Number	400006358	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 11, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	ASHBURT	Creation Date	Aug 11, 2014	Creation Time	12:52:44
		Resp. Person		Year Cohort		Public Law	
Header Text				Legislation			
TextName							

Lines

Total Document 0 1398 USD from allocated Reserves

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580010	1120	NOT-RELEVANT	NON-FUNDED-PROGRAM	-1,398	For ACC Intern
000002	0001		1570010001	500070	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	1,296	
000003	0001		1570010001	506010	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	80	
000004	0001		1570010001	506020	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	19	
000005	0001		1570010001	506060	1110	NOT-RELEVANT	NON-FUNDED-PROGRAM	3	

Aug 14, 2014

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca, Suite 1560
Austin, Texas 78701

MEMORANDUM

TO: Members of Commissioners Court

FROM: Victoria Ramirez, Budget Analyst VR

DATE: August 13, 2014

RE: District Attorney Request to Transfer One-Time Salary Savings to Operating Line Items

On August 5, 2014, Commissioners Court approved Item 20 authorizing the hiring of a law firm for the legal defense of the Travis County District Attorney. The Court authorized the County Judge to attempt to locate a source of funding for the $50,000 needed in FY 2014 for this defense, preferably from the District Attorney's FY 2014 budget.

PBO has reviewed the District Attorney's budget to determine if it would be feasible to internally reallocate funds for legal counsel. While there are not sufficient savings in operating line items in the District Attorney's budget to accommodate the additional expenditures, PBO and the District Attorney's Office agree that the department will be able to reallocate resources from salaries and benefits associated with currently vacant positions in the requested amount of $50,000. This type of budget transfer (personnel to operating) requires Court approval per the FY 2014 Budget Rules.

PBO recommends approval of an internal budget transfer moving $50,000 from the District Attorney's personnel budget into its operating budget to fund the Court-authorized legal services.

cc: Leroy Nellis, Acting County Executive, Planning and Budget
Rosemary Lehmberg, District Attorney
Beverly Evans, Michele Pearson, District Attorney's Office
Jessica Rio, Travis Gatlin, Diana Ramirez, Planning and Budget Office

Header Information for Entry Doc Number 400006437

Created 08-14-14 at 4:18 pm

Doc. Number	400006437	Doc. Status	Preposted	FM Area	1000		
Budget. Cate.	Payment	Doc.Year	2014	Doc.Date	Aug 12, 2014		
Value Type	Budget	Version	0	Doc.Type	TRAN		
Budget Type	2	Fiscal Year	2014	Year.Cash.Eff			
Process UI	TRAN	Process	SEND	Original.Applic.	BWB	Doc.Family	

Additionnal Data

		Creator	POLKG	Creation Date	Aug 12, 2014	Creation Time	16:51:44
		Resp. Person		Year Cohort		Public Law	
Header Text				Legislation			
TextName							

Lines

Total Document 0 50,000 USD. internal transfer

Line	Fund	Budget Period	Funds Center	Comm.Item	FuncArea	Grant	Funded Program	Local Amount	Text Line
000001	0001		1230010001	500050	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	-50,000	TRANSFER TO 511280 FROM 500050
000002	0001		1230010001	511280	1210	NOT-RELEVANT	NON-FUNDED-PROGRAM	50,000	TRANSFER TO 511280 FROM 500050

August 14, 2014

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PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leah R. Henderson, Budget Analyst

DATE: August 13, 2014

RE: Request by Transportation and Natural Resources to Transfer General Fund Resources to Fleet Services for Non-Fuel Operating Lines

The Transportation and Natural Resources Department is requesting an internal transfer of $166,000 to cover a projected deficit in operating funds for the Fleet Management Division (non-fuel related) to continue operations in FY 2014. The department has experienced high repair costs beginning in FY 2010 due to the escalation of prices in replacement vehicle parts. PBO has recommended an increase of $166,499 to Fleet Non-Fuel line items within the FY 2015 Preliminary Budget to address this ongoing cost increase. Nevertheless, the department projects additional resources are also needed in FY 2014.

The Fleet Management Division within the Transportation and Natural Resources Department is a centrally budgeted control group. TNR and PBO have worked together to identify internal resources for this countywide function and propose to transfer $166,000 from the Road Material-Non Asphaltic line item in the General Fund to Fleet Non-Fuel line items on a one time basis. TNR believes that this will not have a negative impact on their programs and will allow the Fleet division to continue needed repair and routine maintenance work on the County's fleet. To cover a low balance and immediate programmatic needs, $30,000 was transferred by TNR and approved by PBO on August 13, 2014 to avoid a work stoppage and PBO seeks ratification of this action by Commissioners Court in addition to the remaining $136,000 projected need for the remainder of the fiscal year.

PBO has taken these increased expenditures into account in our latest end of year projections. PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, Diana Ramirez, PBO
Steven Manilla, Carol Joseph, Morgan Cotten, Don Ward, Cynthia McDonald, Sydnia Crosbie, TNR

Created 08-14-14 at 4:18 pm

Process	Transfer
Document type	TRAN (Budget Adjustme
Version	0
Document Date	08/13/2014

Sender

Fiscal Year	2014	Period	All
Grant	NOT-RELEVANT NOT-RELEVANT		

Receiver

Fiscal Year	2014	Period	All
Grant	NOT-RELEVANT NOT-RELEVANT		

Payment Budget

Total Sender	136,000.00
Total Receiver	136,000.00

Payment Budget

Lines

Master Data | Split | Key Fig.

Line	-/+	Cmmt Item	Commitment Item Name	Funds Center	Fund	F.Ar	Funded Program	Type	Amount (USD)	DK	Text
000001	-	510300	Rd Mat-NonAsphaltc	1490200001	0001	1710	NON-FUNDED-PROGRAM	2	136,000.00	1	Court approved transfer for Fleet MCE
000002	+	510340	Vehicle Sup&Eqp	1490350001	0001	1710	NON-FUNDED-PROGRAM	2	70,000.00	1	Court approved transfer fm RM for Fle
000003	+	511520	Auto Reprs&Mnt	1490350001	0001	1710	NON-FUNDED-PROGRAM	2	66,000.00	1	Court approved transfer fm RM for Fle

Aug 14, 2014

F

Created 08-14-14 at 4:18 pm

Header | Additional Data

Document	400006377	Status	Preposted		Document Year	2014	FM Area	1000
Process	Transfer	Total Sender	30,000.00	USD			
BCS Value Type	Budget	Total Receiver	30,000.00	USD			
Budget Category	Payment	Version	0		Fiscal Year	2014	
Document type	TRAN	Document Date	08/13/2014				

Year | Periods

-...	Fund	Funds Center	Cmmt Item	F.Ar	Grant	Funded Program	Type	Amount LC	Text
-	0001	1490200001	510300	1710	NOT-RELE...	NON-FUNDED-PROGRAM	2	30,000.0...	Emergency transfer to continue fleet repair
+	0001	1490350001	510340	1710	NOT-RELE...	NON-FUNDED-PROGRAM	2	30,000.0...	Emergency transfer to continue fleet repair

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PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Budget Analyst, Sr.

DATE: August 4, 2014

SUBJECT: Move a Travis County Sheriff's Office (TCSO) Victim Services Counselor to the General Fund effective September 1, 2014.

The TCSO Child Abuse Victim Services Grant with the Office of the Governor, Criminal Justice Division ends on August 31, 2014. This grant has been in place since FY 2011 and provides resources for a victim services counselor position, position number 30003124, to provide crisis intervention services, safety planning, emotional support referrals to community agencies and assists with the protective order process. The grant has continued each subsequent year with a declining award, with FY 2014 as the concluding year of the grant, providing 40% of the funding for the position with the remaining 60% as part of TCSO's budget.

For FY 2015, the full amount for the position is included in the budget submission for TCSO. However since the grant is on the state fiscal year, which ends on August 31, 2014, there is a one month gap in service for the position. TCSO has identified savings from the allocated grant match to internally fund the cost of the position for the month of September 2014. Since 60% of the position is currently supported by TCSO, the incremental additional cost for September is only $1,907.

PBO recommends approval of this request.

cc: Karen Maxwell, Michael Hemby, TCSO
Matt Naper, County Auditor's Office
Jessica Rio, Travis Gatlin, PBO

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 – Law Enforcement

WES PRIDDY
Major – Corrections

MARK SAWA
Major - Administration & Support

July 28, 2014

MEMORANDUM

TO: The Travis County Commissioners Court

FROM: Karen Maxwell, Research & Planning

SUBJECT: Budget Adjustment, Child Abuse Victim Services Counselor FTE

Travis County Sheriff's Office currently has a position funded by the Office of the Governor, Criminal Justice Division dedicated to serving the victims of Child Abuse in Travis County. This project was started with a grant application submitted in response to the State's General Victim Assistance solicitation for FY11. That first award provided 80% of the funding for a full time victim counselor to serve the needs of victims of child abuse, with a 20% match by Travis County. Project staff consistently exceeded the goals set for the grant; and TCSO, recognizing the importance of having personnel committed to serving this population, has consistently assumed increasing responsibility for funding this position during the past three years.

During the planning process for FY15, TCSO worked with Planning and Budget staff to budget in the remainder of the costs necessary to fund the victim counselor assigned to Child Abuse. Thus, as of October 1, 2014, this fte is fully internally funded in the Sheriff's Office FY15 target budget. No additional grant support or additional County funds are being requested.

The current grant cycle is set to expire on August 31, 2014. Effective September 1, 2014, we ask that the Court authorize this position, slot 30003124 (victim counselor), be moved into the general fund 100%.

We appreciate the continued support of the Travis County Commissioner's Court. Please call me at extension 4-7508 if you have any questions.

xc: Alan Miller
Matt Naper
Michael Hemby

PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Budget Analyst, Sr.

DATE: August 8, 2014

SUBJECT: Internal Reallocation from to Complete the Water Heater Replacements for Building 1 (130) at the Travis County Correctional Complex

The Travis County Sheriff's Office has submitted a request to reallocate internal Capital Acquisition Resources (CAR) resources to complete the replacement of water heaters in Building 1 at the Travis County Correctional Complex. This project was approved in FY 2014 with a total cost of $220,000. The bid for the water heaters totaled $286,981 leaving a need for $66,981 to complete the approved project. The office has identified $73,060 in CAR savings from four completed FY 2014 projects that is sufficient to fund the purchase of the water heaters with a contingency amount. Please see the attached memo from the Sheriff's Office for additional details.

The Fiscal Year 2014 Budget Rules require Commissioners Court approval to use realized CAR savings above $15,000. PBO supports the use of the identified internal funds to complete the project.

cc: Major Wes Priddy, Captain Michael Gottner, Paul Matthews, Maria Wedhorn, Wallace Seficik, TCSO
Jessica Rio, Travis Gatlin, PBO

Created 08-14-14 at 4:18 pm

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 - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

DATE: August 5, 2014

TO: Alan Miller, Planning and Budget

FROM: Wallace Sefcik, Maintenance Manager Wallace Sefcik 8-6-2014

RE: Request to reallocate funds for the Building 130 Domestic Water Heater Upgrade at the Travis County Correctional Complex.

TCSO Maintenance is requesting to redirect savings identified in these completed projects.

- $36,825.00 from the FY 14 CAR Building 130 Smoke Exhaust
- $11,379.00 from the FY 14 CAR Building 104 Chapel Roof
- $16,175.00 from the FY 14 CAR B 150 Marketable Skills Roof
- $8,681.00 from the FY13 CAR Security Electronics

This will provide funds to complete the approved FY 14 CAR B130 Water Heaters. The Water Heater portion came in higher than the amount that was budgeted ($29,731 Engineering & $257,250 Heater/Install),therefore leaving a shortage.

GL # 522020
Funds Center 1378000001

CC: Wes Priddy, Major Corrections
Michael Gottner, Captain Corrections
Maria Wedhorn, Financial Analyst Senior
Tom Perfetto, Maintenance Supervisor
Ron Rizzato, Accountant Associate

Allocated Reserve Status (580010)

Updated 08-14-14 at 4:18 PM

Amount	Dept Transferred Into	Date	Explanation
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Various Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Various Depts
(23,425.00)	Constable Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
5,352.82	Allocated Reserve	10/22/13	Liquidated Purchase Orders-Various Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Various Depts
(8,018.00)	FMD	11/5/13	Security Fencing Project
(19,327.00)	Sheriff's Office	11/5/13	TCSO Deputy for County Court-at-Law #8
3,478.13	Allocated Reserve	11/5/13	Liquidated Purchase Orders-Various Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Various Depts
(28,482.00)	Probate Court	11/19/13	Probate Judge's Additional Pay
23,517.75	Allocated Reserve	11/19/13	Liquidated Purchase Orders-Various Depts
(59,065.00)	Constable Pct. 1	11/26/13	Constable Staffing @ 5501 Airport
(25,000.00)	FMD	11/26/13	Constable Staffing @ 5501 Airport
(339,552.38)	Purchasing	11/26/13	Disparity Study
18,954.85	Allocated Reserve	11/27/13	Liquidated Purchase Orders-Various Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Various Depts
(4,141.00)	County Judge	12/30/13	ACC Internship Program
(4,141.00)	Civil Courts	12/30/13	ACC Internship Program
(4,141.00)	Cons. Pct. 1	12/30/13	ACC Internship Program
(4,141.00)	Records Mngt.	12/30/13	ACC Internship Program
2,128.88	Allocated Reserve	1/7/14	Liquidated Purchase Orders-Various Depts
(50,000.00)	General Adminstration	1/14/14	Organizational Review
33,203.06	Allocated Reserve	1/22/14	Liquidated Purchase Orders-Various Depts
(15,000.00)	HRMD	1/28/14	ADA Program Funding
(22,100.00)	TNR	1/28/14	CAPCOG
20,293.84	Allocated Reserve	1/28/14	Liquidated Purchase Orders-Various Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Various Depts
(20,086.00)	Sheriff's Office	2/4/14	TCSO Deputy for County Court-at-Law #6
(38,883.16)	Probate Court	2/11/14	Family Eldercare Guardianship Contract
1,199.35	Allocated Reserve	2/11/14	Liquidated Purchase Orders-Various Depts
(75,000.00)	County Attorney	2/18/14	MERS Case Expenses
(1,186,224.00)	TNR	2/18/14	Buyouts for Onion Creek and Other Areas
21,349.37	Allocated Reserve	3/7/14	Liquidated Purchase Orders-Various Depts
(2,500,000.00)	TNR	3/18/14	Reimbursement Resolution for State Highway 45 Southwest between Loop 1 (MOPAC) and FM 1626
(472,000.00)	TNR	3/25/14	Repair Water Quality Control & Flood Detention Structures damaged in the October, 2013 Flood
13,395.38	Allocated Reserve	3/24/14	Liquidated Purchase Orders-Various Depts
4,141.00	County Judge	4/1/14	Reimbursement of unused funds for ACC Internship Program
10,551.26	Allocated Reserve	4/1/14	Liquidated Purchase Orders-Various Depts
5,621.75	Allocated Reserve	4/8/14	Liquidated Purchase Orders-Various Depts
(25,000.00)	County Attorney	4/15/14	Legal Services

Allocated Reserve Status (580010)

1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Various Depts
5,359.28	Allocated Reserve	4/28/14	Liquidated Purchase Orders-Various Depts
(20,000.00)	TNR	4/29/14	Maha Loop Right of Way
23,220.14	Allocated Reserve	5/5/14	Liquidated Purchase Orders-Various Depts
90,039.51	Allocated Reserve	5/13/14	Liquidated Purchase Orders-Various Depts
19,524.42	Allocated Reserve	5/21/14	Liquidated Purchase Orders-Various Depts
(7,500.00)	Historical Commission	5/27/14	County match Historical Comm. Grant Award
(32,071.00)	County Attorney	5/27/14	Create 2 new position in County Atty. Office.
3,899.81	Allocated Reserve	5/27/14	Liquidated Purchase Orders-Various Depts
(60,000.00)	Criminal Courts	6/3/14	Legally mandated services
29,305.23	Allocated Reserve	6/5/14	Liquidated Purchase Orders-Various Depts
36.08	Allocated Reserve	6/10/14	Liquidated Purchase Orders-Various Depts
12,562.71	Allocated Reserve	6/13/14	Liquidated Purchase Orders-Various Depts
(52,960.00)	Medical Examiner	6/24/14	Cadaver Contract
(180,019.00)	Emergency Services	6/24/14	Pilot Fire Detection Program in western Travis County
51,526.79	Allocated Reserve	6/24/14	Liquidated Purchase Orders-Various Depts
13,501.00	Allocated Reserve	6/30/14	Liquidated Purchase Orders-Various Depts
13,776.41	Allocated Reserve	7/2/14	Liquidated Purchase Orders-Various Depts
23,399.58	Allocated Reserve	7/14/14	Liquidated Purchase Orders-Various Depts
(40,000.00)	Sheriff's Office	7/22/14	Additional Fencing & Repairs
(49,500.00)	Cons. Pct. 3	7/22/14	Parking Mobility Pilot Program
28,223.85	Allocated Reserve	8/4/14	Liquidated Purchase Orders-Various Depts
(8,934.44)	Cons. Pct. 1	8/12/14	Overtime Expense - Austin Urban Music Festival
(2,675.21)	Cons. Pct. 2	8/12/14	Overtime Expense - Austin Urban Music Festival
44,796.31	Allocated Reserve	8/11/14	Liquidated Purchase Orders-Various Depts
5,905,023.22	**Current Balance**		

Possible Future Expenses Against Allocated Reserve Previously Identified:

	Explanation
($310,200)	Records Management - Postage Cost of City of Austin Redistricting
($275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
($228,552)	Criminal Courts - Veterans Court
($175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
($150,000)	Human Resources - Tuition Reimbursement Program
($144,233)	Civil Courts - Family Drug Treatment Court
($62,350)	Criminal Justice Planning - Paralegal for OPR
($65,291)	Criminal Justice Planning - Paralegal for OCR
($35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
($8,178)	Human Resources - Travis County/Austin Community College Internship Program
($33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
($10,000)	Human Resources - ADA Program Funding
($19,600)	Pretrial Services - Electronic Monitoring Services
($1,516,404)	**Total Possible Future Expenses (Earmarks)**

$4,388,619 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)

CAR RESERVE TRANSFERS

Amount	Dept Transferred Into	Date	Explanation
2,431,317			Beginning Balance
(135,828)	ITS	10/29/13	EOB Renovations
(12,489)	ITS	11/19/13	Computers for Automated Assessment Tools
(226,779)	ITS	12/10/13	EOB Renovations
(61,707)	ITS	2/4/14	EOB Renovations
(34,800)	Emergency Services	2/11/14	Starflight Maintenance
(65,000)	Medical Examiner	2/18/14	Replacement Headspace Auto Sampler - Gas Chromatograph
(84,000)	District Clerk	5/6/14	Scanning Equipment
(757,654)	ITS	5/13/14	Complete FY 2014 FMD Projects
(320,000)	Juvenile Probation	6/10/14	Juvenile Probation Master Plan
733,060	**Current Reserve Balance**		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
($500,000)	Transportation and Natural Resources - Road Materials
($192,750)	Transportation and Natural Resources - Failing Vehicles
($100,000)	Transportation and Natural Resources - Guardrail Replacement
($20,200)	Emergency Services (StarFlight) - STAR Flight Maintenance
($50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
($15,798)	Criminal Justice Planning - Paralegal for OCR
($5,798)	Criminal Justice Planning - Paralegal for OPR
($884,546)	Total Possible Future Expenses (Earmarks)
($151,486)	***Remaining CAR Reserve Balance After Possible Future Expenditures***

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
5,000,000.00			Beginning Balance
$5,000,000	**Current Reserve Balance**		

Fuel & Utilities Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
300,000.00			Beginning Balance
$300,000	**Current Reserve Balance**		

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
5,446,000.00			Beginning Balance
(1,779,411.00)	PBO	10/22/13	Phase I & II
(2,673,810.00)	PBO	4/8/14	IR/CA Contract
(194,000.00)	PBO	6/3/14	Site Related Investigations for Due Diligence Items
$798,779	**Current Reserve Balance**		

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
504,726.00			Beginning Balance
$504,726	**Current Reserve Balance**		

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
297,948.00			Beginning Balance
($27,031)	FMD	4/15/14	Maintenance Expenditures for SMART facility
$270,917	**Current Reserve Balance**		

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
5,235,265.00			Beginning Balance
($2,315,069)	ITS	3/25/14	CUC TechShare
$2,920,196	**Current Reserve Balance**		

Reserve for State Funding Cuts Status (580310)

Amount	Dept Transferred Into	Date	Explanation
250,000.00			Beginning Balance
$250,000	**Current Reserve Balance**		

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
1,995,050.00			Beginning Balance
$ (564,341)	EMS	4/15/14	Additional repairs needed
$ 640,000	EMS	4/15/14	Seton Donation Installment
$ (106,450)	EMS	7/22/14	Hoist purchase
$ 1,964,259	**Current Reserve Balance**		

Reserve for 1115 Waiver Participation Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,950,308.00			Beginning Balance
(406,090.00)	HHSVS	12/3/13	City of Austin Public Health Services & Animal Services
$1,544,218	**Current Reserve Balance**		

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
1,155,025.00			Beginning Balance
(322,172.00)	HHSVS	12/17/13	Collaborative Afterschool Program
(500,000.00)	HHSVS	1/21/14	Early Childhood Services
$332,853	**Current Reserve Balance**		

Sheriff's Office Overtime Reserve Status (580330)

Amount	Dept Transferred Into	Date	Explanation
1,000,000.00			Beginning Balance
$1,000,000	**Current Reserve Balance**		

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
68,085,598.00			Beginning Balance
(2,500,000.00)	FMD	10/15/13	Reimbursement Resolution for 416 W. 11th Street
(16,606,000.00)	TNR	11/12/13	Reimbursement Resolution for Maha Loop Road: Pearce Lane
(5,230,741.00)	TNR	11/26/13	Reimbursement Resolution for Vehicle and Heavy Equipment
(2,480,000.00)	TNR	11/26/13	Reimbursement Resolution for New Entrance for NE Metropolitian Park
(1,774,058.00)	FMD	11/26/13	Reimbursement Resolution for EOB Renovations Floors 4 - 11
(512,400.00)	FMD	11/26/13	Reimbursement Resolution for Collier Evidence Warehouse Expansion
(1,095,302.00)	ITS	11/26/13	Reimbursement Resolution for TechShare Software Source Code/AMCAD Enterprise License
(250,000.00)	ITS	11/26/13	Reimbursement Resolution for Information Security Appliance
(435,000.00)	TCSO	11/26/13	Reimbursement Resolution for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
16,606,000.00	TNR	5/20/14	Reverse RR for Maha Loop Road: Pearce Lane
1,345,301.00	ITS	7/23/14	Reimbursment Resolution for ITS
1,774,058.00	TNR	7/31/14	Reverse RR for EOB Renovations Floors 4 - 11
512,400.00	TNR	7/31/14	Reverse RR for Collier Evidence Warehouse Expansion
$57,439,856	**Current Reserve Balance**		

Travis County Commissioners Court Agenda Request

Meeting Date: 08/19/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: Victoria Ramirez, Planning and Budget, 854-6039
Elected/Appointed Official/Dept. Head: Jessica Rio, Budget Director, 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 contract with the Automobile Burglary and Theft Prevention Authority to continue the Sheriff's Combined Auto Theft Task Force Program in the Travis County Sheriff's Office;
B. Annual contract with the Texas Department of Transportation for the Underage Drinking Prevention Program in the County Attorney's Office;
C. Annual contract with the OneStar Foundation to continue the AmeriCorps Program in the Health and Human Services and Veterans Service Department;
D. Contract amendment with the Texas Department of Housing and Community Affairs to extend the Comprehensive Energy Assistance Program in the Health and Human Services and Veterans Service Department; and
E. Permission to continue the Adult Probation Driving While Intoxicated Court Grant Program in the Community Supervision and Corrections Department until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A, B, and C are new grant contracts for existing programs. Item D is a contract amendment to increase the grant award. Item E is a request to continue the staffing associated with an existing grant program up to November 30, 2014 while awaiting final contract approval.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Items A, B, and C require County match funds which are fulfilled by internal resources. No further General Fund resources are needed to meet grant requirements. Item D requires no County match. Item E will be temporarily internally funded while awaiting final contract approval.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio
County Judge's Office	David Salazar

TRAVIS COUNTY

8/19/2014

Created 08-14-14 at 4:18 pm

GRANT APPLICATIONS, CONTRACTS, AND PERMISSIONS TO CONTINUE
FY 2014

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

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Contracts												
A	137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	$647,796	$0	$270,101	$124,493	$1,042,390	11.00	R	EC	11
B	119	Underage Drinking Prevention Program	10/01/14 - 09/30/15	$171,408	$0	$35,951	$55,000	$262,359	3.00	R	MC	49
C	158	AmeriCorps	08/01/14 - 07/31/15	$295,662	$519,213	$0	$0	$814,875	31.00	R	EC	82
D	158	Comprehensive Energy Assistance Program (CEAP)	04/01/14 - 09/30/14	$691,860	$0	$0	$0	$691,860	7.00	R	EC	125

**Amended from original.*

Permission to Continue

	Dept.	Grant Title	Grant Term on Application	Personnel Cost	Operating Cost	Total Request	Filled FTE	PTC Expiration Date	Notes	Auditor's Assessment	Page #
E	139	Travis County Adult Probation DWI Court	09/01/14 - 08/31/15	$57,505	$0	$57,505	4.00	11/30/2014	R	MC	135

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 2014 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, 2013, 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
117	Southwest Travis County Historical Survey	10/01/13 - 09/30/15	$8,500	$0	$7,500	$1,000	$17,000	0.00	11/12/2013
119	Underage Drinking Prevention grant	10/01/14 - 09/30/ 15	$161,204	$0	$35,951	$55,000	$252,155	3.00	11/26/2013
137	Bystander Intervention Conference	10/01/13 - 12/31/14	$37,450	$0	$0	$0	$37,450	0.00	1/28/2014
145	Juvenile Accountability Block Grant: Local Assessment Center	09/01/14 - 08/31/15	$47,903	$5,323	$0	$0	$53,226	0.00	1/28/2014
147	Emergency Management Performance Grant	10/01/13 - 09/30/14	$69,699	$69,699	$0	$0	$139,398	0.00	1/28/2014
124	Travis County Veterans' Court	09/01/14 - 08/31/15	$184,020	$0	$0	$0	$184,020	2.00	2/11/2014
124	Indigent Defense System Evaluation Project	10/01/14 - 09/30/15	$122,813	$0	$0	$0	$122,813	1.00	2/11/2014
145	Streamlining Assessment Practices to Improve Youth Substance Abuse Outcomes	09/01/14 - 08/31/15	$82,123	$0	$0	$0	$82,123	0.00	2/18/2014
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	$66,761	$16,690	$0	$0	$83,451	1.20	2/18/2014
145	Drug Court & In-Home Family Services	09/01/14 - 08/31/15	$241,596	$26,844	$0	$0	$268,440	2.30	2/18/2014
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	$110,745	$0	$0	$0	$110,745	0.50	2/18/2014
142	State Drug Court Training Grant	09/01/14 - 08/31/15	$197,000	$0	$0	$0	$197,000	0.00	2/25/2014
145	The Eagle Soars: An Educational and Career Development Program	09/01/14 - 08/31/15	$75,822	$0	$0	$0	$75,822	0.00	2/25/2014
142	Drug Diversion Court	09/01/14 - 08/31/15	$132,586	$0	$0	$0	$132,586	0.00	2/25/2014
139	Adult Probation DWI Court	09/01/14 - 08/31/15	$242,175	$0	$0	$0	$242,175	4.00	2/25/2014
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	$85,874	$34,217	$0	$17,088	$137,179	2.23	2/25/2014
122	Family Drug Treatment Court	09/01/14 - 08/31/15	$142,657	$0	$0	$0	$142,657	0.00	2/25/2014

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FY 2014 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, 2013, 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
145	Continuing the Culture of Safety	10/01/14 - 03/30/16	$17,338	$17,338	$0	$0	$34,676	0.00	3/4/2014
149	FY 14 Section 6 Nontraditional Grant-Balcones Canyonland Preserve	06/01/14 - 05/31/17	$2,000,000	$3,301,450	$0	$0	$5,301,450	0.00	3/4/2014
158	Parenting in Recovery II	09/30/13 - 09/29/14	$618,816	$333,209	$0	$0	$952,025	2.00	3/4/2014
139	Travis County Adult Probation Co-occurring Re-Entry Services	10/01/14 - 09/30/16	$599,941	$0	$0	$0	$599,941	4.00	3/11/2014
145	Opening Doors to Future Opportunities	10/01/14 - 09/30/15	$349,376	$0	$0	$0	$349,376	0.00	3/11/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	08/31/14 - 12/31/14	$20,000	$0	$0	$0	$20,000	0.00	3/18/2014
145	Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	$188,510	$62,841	$0	$0	$251,351	2.90	3/25/2014
158	Coming of Age (DADS)	09/06/13 - 03/31/14	$24,484	$0	$0	$0	$24,484	0.00	3/25/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	$973,494	$134,925	$143,986	$153,522	$1,405,927	12.00	4/22/2014
137	Maternal Bonding Program	07/01/14 - 12/31/14	$585	$0	$0	$0	$585	0.00	4/29/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	$717,516	$175,862	$0	$0	$893,378	0.00	5/6/2014
145	National School Lunch/Breakfast Program and USDA School Commodity Program	07/01/14 - 06/30/15	$286,053	$0	$0	$0	$286,053	0.00	5/6/2014
158	AmeriCorps	08/01/14 - 07/31/15	$295,662	$519,213	$0	$0	$814,875	31.00	5/6/2014
137	State Criminal Alien Assistance Program - SCAAP 14	07/01/12 - 06/30/13	$483,085	$0	$0	$0	$483,085	0.00	5/13/2014
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Fast Track)	06/16/14 - 06/16/17	$3,905,612	$1,301,871	$0	$0	$5,207,483	0.00	5/13/2014

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FY 2014 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, 2013, and the notification of award has not yet been received.

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
149	Hazard Mitigation Grant Program - DR 4159 Acquisition and Demolition Project (Regular Track)	06/16/14 - 06/16/17	$1,934,797	$644,933	$0	$0	$2,579,730	0.00	5/13/2014
145	TDA Equipment Assistance Grant	09/30/14 - 09/30/15	$8,528	$0	$0	$0	$8,528	0.00	6/10/2014
149	Flood Mitigation Assistance (FMA) Buyout Halloween 2013 Flood	08/01/14 - 08/01/17	$3,323,055	$1,107,685	$0	$0	$4,430,740	0.00	6/17/2014
137	2014 Vision Summit	01/01/14 - 12/31/14	$41,892	$0	$0	$0	$41,892	0.00	6/17/2014
135	Accessible Parking Public Awareness Campaign	09/01/14 - 08/31/15	$150,000	$50,000	$0	$0	$200,000	0.90	7/1/2014
137	Becoming a Mom	10/01/14 - 09/30/15	$9,975	$0	$0	$0	$9,975	0.00	7/8/2014
149	FY 2015-2019 Transportation - FM 2304	07/15/14 - 09/30/24	$7,917,000	$1,583,000	$0	$0	$9,500,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 812	07/15/14 - 09/30/24	$3,083,333	$616,667	$0	$0	$3,700,000	0.00	7/15/2014
149	FY 2015-2019 Transportation - FM 973	07/15/14 - 09/30/24	$2,500,000	$500,000	$0	$0	$3,000,000	0.00	7/15/2014
124	Veterans Commission Grant	01/01/15 - 12/31/15	$20,000	$0	$0	$0	$20,000	0.00	7/29/2014
137	SCATTF - Sheriff's Combined Auto Theft Task Force	09/01/14 - 08/31/15	$647,796	$132,330	$137,771	$124,493	$1,042,390	11.00	7/29/2014
158	Parenting in Recovery II	09/30/13 - 09/29/15	$618,816	$333,209	$0	$0	$952,025	2.00	8/12/2014
			$32,744,592	$10,967,306	$325,208	$351,103	$44,388,209	82.03	

**Amended from original agreement.*

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FY 2014 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, 2013.

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Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans' Court	09/01/13 - 08/31/14	$185,919	$0	$0	$0	$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 03/31/14	$114,285	$0	$0	$0	$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	$101,270	$0	$0	$0	$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	$228,460	$0	$0	$0	$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	$132,585	$0	$0	$0	$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	$162,000	$18,007	$0	$0	$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	$481,000	$259,000	$0	$0	$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	$19,950	$0	$0	$0	$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	$78,147	$0	$0	$0	$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	$23,092	$0	$34,639	$0	$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	$69,699	$69,699	$0	$0	$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	$9,500	$0	$0	$0	$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	$22,500	$0	$0	$0	$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	$20,508	$67,430	$0	$0	$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	$84,957	$34,053	$0	$0	$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	$137,388	$0	$0		$137,388	1.00	10/22/2013

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FY 2014 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, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	$227,670	$0	$0	$0	$227,670	0.00	10/22/2013
145	Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	$154,132	$0	$0	$0	$154,132	0.50	10/29/2013
145	The Eagle Soars program	09/01/13 - 08/31/14	$62,886	$15,722	$0	$0	$78,608	1.12	10/29/2013
145	Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	$104,222	$0	$0	$0	$104,222	0.00	10/29/2013
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	$230,318	$0	$0	$0	$230,318	1.00	11/5/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	09/01/11 - 08/31/16	$578,449	$99,779	$0	$0	$678,228	11.00	11/5/2013
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	$142,933	$47,644	$0	$0	$190,577	1.67	11/19/2013
137	State Criminal Alien Assistance Program	07/11/11 - 06/30/12	$483,085	$0	$0	$0	$483,085	0.00	11/26/2013
158	Comprehensive Energy Assistance Program Amendment #2*	01/01/13 - 12/31/13	$2,898,329	$0	$0	$0	$2,898,329	6.00	11/26/2013
158	Coming of Age (DADS)	11/15/13 - 03/31/14	$14,282	$0	$0	$0	$14,282	0.00	12/3/2013
137	K9s4COPS	11/22/13 - 09/30/14	$12,000	$0	$0	$0	$12,000	0.00	12/10/2013
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	$44,000	$0	$0	$0	$44,000	0.00	12/10/2013
135	Accessible Parking Awareness Campaign	01/01/14 - 06/30/14	$37,125	$12,375	$0	$0	$49,500	0.50	12/17/2013
157	NEH Preservation Assistance for Smaller Institutions	02/01/14 - 07/31/15	$6,000	$0	$0	$0	$6,000	0.00	12/30/2013
124	Veterans Commission Grant	01/01/14 - 12/31/14	$20,000	$0	$0	$0	$20,000	0.00	1/7/2014
158	2013 Phase 31 Emergency Food and Shelter Program	07/01/13 - 05/31/14	$25,000	$0	$0	$0	$25,000	0.00	1/7/2014

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FY 2014 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, 2013.

Created 08-14-14 at 4:18 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
137	TxDOT Impaired Driving Mobilization	01/13/14 - 09/30/14	$20,100	$7,033	$0	$0	$27,133	0.00	1/28/2014
137	Edward Byrne Justice Assistance Grant	11/13/13 - 09/30/16	$80,260	$0	$0	$0	$80,260	0.00	1/28/2014
149	Pace Bend Park -Tournament Point Boat Ramp*	09/30/12 - 09/30/15	$111,075	$0	$37,025	$0	$148,100	0.00	1/28/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 09/30/14	$100,000	$0	$0	$0	$100,000	0.00	2/25/2014
158	Travis County Family Drug Treatment Court - The Children's Continuum*	10/01/11 - 09/30/14	$550,000	$0	$0	$183,333	$733,333	3.05	3/11/2014
124	Formula Grant - Indigent Defense Program	10/01/11 - 09/30/14	$1,494,376	$0	$0	$0	$1,494,376	0.00	3/11/2014
155	Prostitution Prevention Program - Planning Grant	01/01/14 - 12/31/14	$40,000	$0	$0	$0	$40,000	0.00	3/18/2014
137	2010 Byrne Justice Assistance Grant*	10/01/09 - 09/30/14	$114,285	$0	$0	$0	$114,285	0.00	4/1/2014
145	National School Lunch/Breakfast Program*	07/01/13 - 06/30/14	$307,204	$0	$0	$0	$307,204	0.00	4/29/2014
158	Coming of Age (CNCS)	04/01/14 - 03/31/15	$50,495	$25,070	$0	$0	$75,565	0.69	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58140001819	01/01/14 - 12/31/14	$2,302,248	$0	$0	$0	$2,302,248	7.00	5/6/2014
158	Comprehensive Energy Assistance Program (CEAP) #58130001980	04/01/14 - 09/30/14	$536,639	$0	$0	$0	$536,639	7.00	5/6/2014
137	Bystander Intervention Conference	10/01/13 - 12/31/14	$37,450	$0	$0	$0	$37,450	0.00	5/20/2014
159	Capital Area Trauma Regional Advisory Council	05/01/13 - 06/30/14	$9,721	$0	$0	$0	$9,721	0.00	5/20/2014
158	AmeriCorps*	08/01/13 - 07/31/14	$292,671	$500,191	$0	$0	$792,862	31.00	5/20/2014
124	Indigent Defense System Evaluation Project*	09/01/12 - 08/31/14	$230,318	$0	$0	$0	$230,318	1.00	5/27/2014

FY 2014 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, 2013.

Created 08-14-14 at 4:18 pm

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
117	Southwest Travis County Historical Survey	05/15/14 - 09/30/15	$8,500	$0	$7,500	$1,000	$17,000	0.00	5/27/2014
158	National 4-H Council - Exploring Your Environment After-School Grant	04/01/14 - 12/15/14	$20,000	$0	$0	$0	$20,000	3.50	5/27/2014
158	AmeriCorps*	08/01/12 - 07/31/13	$291,671	$487,203	$0	$0	$778,874	31.00	5/27/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)	01/01/14 - 12/31/14	$648,914	$0	$0	$0	$648,914	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	02/01/14 - 07/31/14	$43,287	$0	$0	$0	$43,287	0.00	6/10/2014
158	U.S. Department of Energy Weatherization Assistance Program (DOE)	09/15/13 - 03/31/15	$121,806	$0	$0	$0	$121,806	0.00	6/10/2014
149	Decker Lane Sidewalk CSJ 3277-01-022 CAMPO Transportation Enhancement (TE)	07/08/14 - 09/30/20	$1,529,977	$382,495	$0	$0	$1,912,472	0.00	7/8/2014
149	Braker Lane North Design CSJ 0914-04-280 CAMPO Surface Transportation Program - Metropolitan Mobility (STP-MM)	07/15/14 - 09/30/24	$1,040,000	$335,790	$0	$0	$1,375,790	0.00	7/15/2014
145	Juvenile Drug Treatment Court - SAMHSA/CSAT*	09/30/13 - 09/29/14	$227,670	$0	$0	$0	$227,670	0.00	7/15/2014
145	Juvenile Drug Treatment Court - OJJDP*	10/01/10 - 09/30/14	$424,979	$141,667	$0	$0	$566,646	2.50	7/15/2014
158	Coming of Age (CNCS)*	04/01/14 - 03/31/15	$52,995	$25,348	$0	$0	$78,343	0.69	7/22/2014
142	Drug Diversion Court*	09/01/12 - 08/31/13	$132,585	$0	$0	$0	$132,585	1.00	7/22/2014
194	Managed Assigned Counsel Program	10/01/14 - 09/30/15	$717,516	$175,862	$0	$0	$893,378	0.00	7/29/2014
158	Parenting in Recovery II*	09/30/13 - 09/29/14	$618,816	$333,209	$0	$0	$952,025	2.00	7/29/2014
145	A Culture of Excellence: Enhancing Organizational Capacity to Exceed PREA Standards*	04/01/13 - 03/31/15	$100,000	$0	$0	$0	$100,000	0.00	8/12/2014

A

FY 2014 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, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
140	OVW FY10 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/10 - 06/30/15	$400,000	$0	$0	$0	$400,000	0.00	8/12/2014
158	Coming of Age (DADS)*	09/06/13 - 08/31/14	$24,484	$0	$0	$0	$24,484	0.00	8/12/2014
			$19,591,733	$3,037,577	$79,164	$184,333	$22,892,807	126.55	

**Amended from original agreement.*

Created 08-14-14 at 4:18 pm

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FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC: Personnel Cost	Amount requested for PTC: Operating Transfer	Amount requested for PTC: Total Request	Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed?
158	Comprehensive Energy Assistance Program**	01/01/14 - 12/31/14	$63,805	$500,000	$563,805	7.00	3/31/2014	12/10/2013	No
158	Low Income Home Energy Assistance Act Weatherization Assistance Program**	01/01/14 - 03/31/14	$0	$200,000	$200,000	0.00	6/30/2014	4/8/2014	No
158	AmeriCorps	08/01/14 - 07/31/15	$76,112	$0	$76,112	4.00	9/30/2014	6/24/2014	No
142	Drug Diversion Court	09/01/14 - 08/31/15	$5,279	$0	$5,279	1.00	10/31/2014	7/29/2014	No
145	Trauma Informed Assessment and Response Program	09/01/14 - 08/31/15	$8,930	$0	$8,930	0.50	11/30/2014	8/12/2014	No
145	Juvenile Accountability Block Grant (JABG) Local Assessment Center	09/01/14 - 08/31/15	$15,123	$0	$15,123	0.50	11/30/2014	8/12/2014	No
145	Enhancing Services for Victims of Crime	09/01/14 - 08/31/15	$15,475	$0	$15,475	1.00	11/30/2014	8/12/2014	No
145	Community Partners for Children Coordinator	09/01/14 - 08/31/15	$17,373	$0	$17,373	1.00	11/30/2014	8/12/2014	No
	Totals		$899,910	$707,300	$1,607,210	137.17			

***This request will temporarily use General Fund resources for grant program related operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.*

Created: 08-14-14 at 4:18 pm

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Submitted 08/14/14 at 4:18 pm

TRAVIS COUNTY

FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	Travis County Sheriff's Office / Law Enforcement	
Contact Person/Title:	Tracy J Miller, Planner	
Phone Number:	512.854.6923	

Grant Title:	SCATTF - Sheriff's Combined Auto Theft Task Force			
Grant Period:	From: 09-01-2014	To: 08-31-2015		
Fund Source:	Federal: ☐	State: ☑	Local: ☐	
Grantor:	Texas Department of Motor Vehicles			
Will County provide grant funds to a sub-recipient?	Yes: ☑	No: ☐		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	$ 647,796.00	$ 0.00	$ 270,101.00	$ 124,493.00	$ 1,042,390.00
Operating:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Totals:	$ 647,796.00	$ 0.00	$ 270,101.00	$ 124,493.00	$ 1,042,390.00
FTEs:	10.00	0.00	1.00	0.00	11.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	$ 0.00	$ 0.00	$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	☒		
County Attorney	☒		

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Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.					
2.					
3.					
+ -	Measures for the Grant				
1.					
	Outcome Impact Description				
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

The Travis County Sheriff's Office is requesting approval of the annual contract with the Automobile Burglary and Theft Prevention Authority for the Sheriff's Combined Auto Theft Task Force Grant. The contract includes Travis County and 16 other Counties with the Sheriff of each County forming the advisory board of the program. Travis County has typically received roughly half of the award with the other counties receiving the remaining funds.

This application was originally approved by Commissioners Court on April 22, 2014. However the grantor contacted TCSO and indicated that the amount needed to be reduced to $647,796 rather than the $973,494. The contract matches this new funding level.

The actual amount that Travis County will receive is approximately $326,106 of the award and could very slightly depending on the travel needs of the other agencies. Travis County's portion of the cost share is $137,330 and portion of the county contribution is $124,493. No additional funding is required to meet the Travis County match.

The program has been in existence for seventeen years. PBO recommends approval of this contract.

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

The goal of the program is to reduce auto theft rates in the task force areas.

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

NA

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

Matching funds are from Travis County for one field agent's salary and fringe benefits and Travis County grant employees fringe benefits; plus the outside seven County agents fringe benefits.

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

No - not allowable.

5. County Commitment to the Program Upon 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.

NA

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

The Task Force has been in existence since 1995.

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

The program has been very successful in combining multi-county efforts to combat auto theft rings and individuals in our part of the State of Texas.

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 - Law Enforcement

WES PRIDDY
Major - Corrections

MARK SAWA
Major - Administration & Support

July 17, 2014

MEMORANDUM

TO: Honorable Sam Biscoe, County Judge
Honorable Ron Davis, Commissioner, Precinct 1
Honorable Bruce Todd, Commissioner, Precinct 2
Honorable Gerald Daughtery, Commissioner, Precinct 3
Honorable Margaret Gomez, Commissioner, Precinct 4

From: Tracy Miller, Planner

Subject: Continuation of Grant
RE: Auto Burglary Theft Prevention Authority Grant

Attached are the acceptance documents for our ABTPA grant. The Commissioners Court passed this grant application on consent on April 22, 2014 (Item 20).

The grant is in the amount of $1,042,390. We will receive $647,796 from ABTPA for task force personnel salaries. The county match will be $394,594.

We appreciate the support the Travis County Commissioners Court has given us in our effort to reduce crimes against people and property, which are so costly to our citizens.

xc: Alan Miller
Janice Cohoon

Automobile Buglary & Theft Prevention Authority
Application for State Assistance

1. Applicant Information

a. Legal Name: Travis County

b. Address

Street or P.O. Box: PO Box 1748 **City:** Austin

County: **State:** Texas **Zip Code:** 78767

c. Organizational Unit: Travis County Sheriff's Office

d. Contact Person: Captain Cyril Friday

Telephone Number: 5128546923

2. State Payee ID Number: 746000192

3. Type of Applicant County

If "Other", please specify: N/A

4. Type of Application:

New ✔ Continuation Revision

If Revision, check appropriate box(es).

Increase Award Decrease Award Other (specify)

Increase Duration Decrease Duration

If "Other", please specify: N/A

5. Title of Project: Sheriff's Combined Auto Theft Task Force (SCATTF)

6. Areas of Project Activities (Cities, Counties, States, etc.):

Select a County:

Bastrop County
Bell County
Blanco County
Caldwell County
Colorado County
Comal County
Gonzales County
Guadalupe County
Hays County
Jackson County
Lee County
Llano County
Milam County
Travis County
Wharton County
Wilson County

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Automobile Buglary & Theft Prevention Authority
Application for State Assistance

7. **Proposed Project:** **Start Date:** 9/1/2014 **Ending Date:** 8/31/2015

8. Is application subject to review by state executive order 12372 process?
YES, this application was made available to the Texas Review and Comment System (TRACS) for review on
Program is not covered by E. O. 12372
Program has not been selected by state for review
✔ NO

9. **Funding Summary:**

Total State Grant Funds Requested (ABPTA)	$973,494
Cash Match:	$432,433
In-Kind Match:	$0
Total:	$1,405,927

10. Is the applicant delinquent on any federal debt?
YES If "YES" attach an explanation ✔ NO

11. To the best of my knowledge and belief, all data in this application is true and correct. The document has been duly authorized by the governing body of the applicant and the applicant will comply with the attached assurances if the assistance is awarded.

a. **Authorized Official:** Samuel T. Biscoe
b. **Title:** County Judge
c. **Telephone Number:** . 5128549555

Signature of Authorized Official _____ **Date** _____

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Automobile Buglary & Theft Prevention Authority
Application for State Assistance

Item 1.
Does this assistance request require state, local, regional, or other priority rating?
Yes ✔ No
If "Yes" please complete
Name of Governing Body:
Priority Rating:

Item 2.
Does this assistance require state, or local advisory, education, or health clearance?
Yes ✔ No
If "Yes" please complete
Name of Agency or Board:

Item 3.
Does this assistance request require state, local, regional, or other planning approval? *
Yes ✔ No
If "Yes" please complete
Name of Approving Agency:

Item 4.
Will the assistance requested serve a federal installation?
Yes ✔ No
If "Yes" please complete
Name of Federal Installation:
Federal Population Benefiting from Project:

Item 5.
Will the assistance requested have an impact on the enviornment?
Yes ✔ No

Item 6.
Will the assistance requested cause the displacement of individuals, families, businesses or farms?
Yes ✔ No
If "Yes" please complete
Number of Individuals:
Families:
Businesses:
Farms:

Item 7.
Is there other related assistance on this project (previous, pending, or anticipated)?
Yes ✔ No
If "Yes" Explain:

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Budget Summary

	Budget Categories	ABTPA Funds	Cash Match	In-Kind Match	Total
A	Personnel (Salaries/Overtime)	$647,796	$91,954	$0	$739,750
A	Personnel (Fringe Benefits)	$0	$302,640	$0	$302,640
B	Contractual	$0	$0	$0	$0
C	Travel	$0	$0	$0	$0
D	Equipment	$0	$0	$0	$0
E	Supplies & Direct Operating Exp.	$0	$0	$0	$0
F	Indirect Costs	$0	$0	$0	$0
	Totals (Sum of 7-8)	**$647,796**	**$394,594**	**$0**	**$1,042,390**

Source of Match	Amount
Travis County General Fund Benefits & 1 FTE	$270,101
Other Counties Benefits	$124,493
Source of Match Total	**$394,594**

Program Income	Amount

Schedule	In Kind Match	Amount
A		$0
B		$0
C		$0
D		$0
E		$0
	In Kind Match Total	**$0**

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Personnel: Task Force Sergeant

Title or Position	% of Salary	ABTPA Funds	Cash Match	In-Kind	Total
Task Force Sergeant	100%	$101,027		$0	$101,027
Public Awareness Coordinator	100%	$41,171		$0	$41,171
Field Agent - Bastrop	100%	$48,922		$0	$48,922
Field Agent - Colorado	100%	$35,951		$0	$35,951
Field Agent - Comal	100%	$69,929		$0	$69,929
Field Agent - Guadalupe	100%	$54,272		$0	$54,272
Field Agent - Hays	100%	$63,353		$0	$63,353
Field Agent - Travis	100%	$91,954		$0	$91,954
Field Agent - Travis	100%	$91,954		$0	$91,954
Field Agent - Wharton	100%	$49,263		$0	$49,263
Field Agent - Travis	0%	$0	$91,954	$0	$91,954
Field Agent - Bell	0%			$0	$0
Total Direct Salaries		**$647,796**	**$91,954**	**$0**	$739,750
Total Requested Amounts					

Narrative

TASK FORCE SERGEANT (40 hours / week, 100%):

• Oversees the daily operations and management of the Task Force. Direct liaison with all public entities.
• Oversees all Field Operations, which includes seizures and forfeitures (sales, etc.) by the Task Force members.
• Maintains the Confidential Informant files; supports operations; scheduling assignments; planning and schedules training.
• Strategic planning for resource deployment and organizational objectives.
• Makes official visits to Out-of-County agent offices.
• Helps the agents achieve their goals; maintain evaluations for all Task Force members. Provides guidance.
• Reviews all search warrants. Assists in all covert and overt operations; intelligence and information sharing.
• Works closely with the other 29-Auto Theft Task Forces within the State of Texas. Is actively involved with the ABTPA Board and TAVTI.

FIELD AGENTS (40 hours / week, 100%):

• Investigates criminal activity related to Auto Theft primarily, but not limited to their geographical area.
• Performs Salvage Inspections; Bait Vehicle Operations; locates Chop Shops; conducts training classes for Law Enforcement and for the public; performs covert and overt interdictions; plans and conducts surveillance operations for Burglary of Vehicles (BOV); writes search warrants.
• Investigates or assists with Insurance Fraud and Arson cases related to Auto Theft.
• Aids in the Public Awareness presentations and events.

PUBLIC AWARENESS COORDINATOR (40 hours / week, 100%):

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Personnel: Task Force Sergeant

• Ensures the grant budget is being properly maintained and allocated. Responsible for meeting grant goals. Responsible for confirming that all grant paperwork is submitted in a timely manner.
• Gathers and prepares monthly statistics and quarterly reports. Filing of all paperwork related to but not limited to goals set forth through the grant.
• Serves as a Notary.
• Conducts Public Awareness events throughout the 17-County area. Coordinates with local media for coverage of public awareness events and noteworthy Vehicle Crime articles.
• Webmaster for the www.scattf.org website.
• Prepares requisitions for all equipment, office and field supplies and clothing ordered for the Task Force. Receives all items and follows through with invoices to the proper departments, conducts and keeps track of all inventories.

OFFICE SPECIALIST, Sr (40 hours / weekly / 100%):
• Answering the office phones / direct calls to appropriate personnel / takes and relays messages.
• Opens and distributes incoming mail, prepares mail-outs and maintains the Task Force mailing lists.
• Responsible for all filing and responsible to keep the file room organized.
• Schedule all Task Force meetings. Keeps and distributes the minutes of all Task Force and Board of Governors meetings.
• Creates data bases and generates reports using spreadsheets.
• Assists with any and all travel / training requests and submittals.
• Responds to administrative questions and ensures necessary follow-up.
• Will review all cases as they are received and make notification to TCIC if the vehicle has been recovered since the initial report has been taken.
• Will assist the Public Awareness Coordinator with events as necessary.

20

Fringe/Overtime

Fringe Benefits	% or $ Rate	ABTPA Funds	Cash Match	In-Kind	Total
Overtime	0	$0	$0	$0	$0
Total Overtime		**$0**	**$0**	**$0**	**$0**

Narrative
No overtime for this grant cycle.

Note: Your Total ABTPA Funds for Fringe Benefits may only be a maximum of 25% of your Total ABTPA Direct Salaries.

Fringe Benefits	% or $ Rate	ABTPA Funds	Cash Match	In-Kind	Total
FICA		$0	$46,049	$0	$46,049
Retirement		$0	$99,294	$0	$99,294
Insurance		$0	$114,789	$0	$114,789
Other (Explain) unemployment, workers comp, certification, longevity		$0	$42,508	$0	$42,508
Total Fringe Benefits		$0	$302,640	$0	$302,640
Total Fringe/Overtime Budget		$0	$302,640	$0	$302,640

Narrative
Fringe Benefits are various benefits received by an employee in addition to his or her regular pay. Fringe Benefits for the SCATTF are paid by the county in which the investigator / employee works. These benefits are calculated and placed in the 'cash match' section of the grant. These benefits are medicare, workers compensation, unemployment, life insurance, longevity, certification and miscellaneous expenses requested by the requesting county such as a uniform stipend.

Upload additional information:

Grant Staff Only:

Check to disable 25% match error check.

21

Professional and Contractual Services: N/A

Description of Service	ABTPA Funds	Cash Match	In-Kind Match	Total
N/A				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Professional & Contractual Services	**$0**	**$0**	**$0**	**$0**

Briefly describe any anticipated contractual arrangement and work products expected.
Describe basis for arriving at the cost of each line item.
Professional services (such as consultants, trainers, counselors, evaluators, etc.) should be described by type of service, number of hours, rate per hour, and travel costs.
Currently not funded by ABTPA.

Upload additional information:

22

Travel

✔ We are following our City / County Travel Policy

In-State Travel

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	Total
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
In-State Travel Total		**$0**	**$0**	**$0**	**$0**

Out-of-State Travel

Purpose	Destination	ABTPA Funds	Cash Match	In-Kind Match	Total
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
		$0	$0	$0	$0
Out-of-State Travel Total		**$0**	**$0**	**$0**	**$0**

Total Travel Budget	**$0**	**$0**	**$0**	**$0**

Briefly describe the applicant's travel policy (i.e., mileage rates and per diem rates). Specify Purposes for each item of travel. Break out costs of each in-state and each out-of-state trip to separately show the specific costs of transportation and per diem.
The Sheriff's Combined Auto Theft Task Force will be using the SEIZED FUND account to pay for any of the FY 2015 travel expenses.

Upload additional information:

23

Equipment

Equipment Name or Description and Quantity (Do not List Brand Names)	ABTPA Funds	Cash Match	In-Kind Match	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Equipment Purchases	**$0**	**$0**	**$0**	**$0**

Briefly describe the use of equiptment and the cost of each line item.
NA

Upload additional information:

24

Supplies and DOE

Directly Charged Supplies and Other Operating Expenses	ABTPA Funds	Cash Match	In-Kind Match	Total
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
				$0
Total Supplies and Direct Operating Expenses	**$0**	**$0**	**$0**	**$0**
				$0
				$0

Briefly describe the basis for arriving at the cost of each line item and the use of each other item.
The Sheriff's Combined Auto Theft Task Force will be using the SEIZED FUND account to pay for any expenses in this line item.

Upload additional information:

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Indirect Cost

	ABTPA Funds	Cash Match	In-Kind Match	Total
Indirect Costs				$0
Total Indirect Costs				**$0**

Currently ABTPA does not fund indirect costs, except for the Council of Government agencies. Applicants my not use option (A) without having an official cost allocation plan developed in accordance with OMB Circular No. A-87. The amount may be entered as ABTPA funds or cash match for those applicants having such an approved plan.

N/A

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Problem Statement & Historical Information

a. Provide an assessment of the auto theft and burglary problem in the areas of coverage and existing activities that address the problem. Identify the target population and the geographical target area.

The SCATTF region is a hub of crossroads between Mexico and states north along the IH-35 corridor, US Hwy 59 to the East and West of IH-10 between San Antonio and Houston and US Hwy 290 East and West. In 1997 with the aid of the ABTPA Grant, Travis County initiated the first regional effort to combat auto-related criminal activity and has continued to focus on those efforts ever since. Total square mileage of the geographical area of the 17-Counties that are the Task Force equal 14,698 square miles. The target population, being made up of both urban (where more thefts occur) and rural (where theft rings and chop shops can go undetected more easily) is 2,487,129. Counties in the Task Force include: Bastrop, Bell, Blanco, Caldwell, Colorado, Comal, Fayette, Gonzales, Guadalupe, Hays, Lee, Llano, Milam, Travis, Wharton, Williamson and Wilson. The members of the Task Force continue to educate the citizens of the SCATTF jurisdictional areas and education is the most effective tool in the prevention of Auto Thefts and Vehicle Burglaries alike. See attached for additional information.

b. Describe the extent to which this project will duplicate or overlap existing activities, and why that (if any) is necessary.

We often overlap with the Austin Police Department Interdiction Project. We both conduct VTR 68-A inspections, PR events, bait vehicle operations and on occasion some of our investigations overlap. APD works inside the city limits, while the Task Force works the unincorporated areas.

c. Describe and document trends of the problem and the need that makes this grant necessary.

Our area is comprised of small rural Sheriff's Offices. Without our expertise, these agencies have no one to call upon. Most agencies have very limited manpower or experience in the Auto Theft or Vehicle Burglary fields. As VTR 68-A's are becoming more and more numerous each year (and DPS has stopped performing this service) the counties and local police departments far and wide have no one else to call but their local area Task Force. And in some areas of Texas, known as "no-mans" land, the thieves are getting bolder and bolder. Title fraud cases are on the increase as thieves are able to simply use a pen and paper to "steal" vehicles.

d. Using the spreadsheet below, provide accurate statistical data for problem in project area. (e.g. cite 3 years of UCR data) Please provide all data that is available for your agency or agencies:

Vehicle Theft Data	**Year 1**	**Year 2**	**Year 3**
	2012	2011	2010
Number of Stolen Vehicles	394	458	536
Number of Recovered Vehicles	574	596	703

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Problem Statement & Historical Information

Number of Arrests	156	128	161
Number of Auto Theft Training Classes	11	15	12
Number of (other) Cases Worked	383	363	185

Theft from a Motor Vehicle Data	**Year 1**	**Year 2**	**Year 3**
	2012	2011	2010
Number of Burglaries of a Vehicle	1287	1187	1325
Number of Recovered Items	0	0	0
Number of Arrests	43	12	18
Number of (other) Value of recovered parts	31005	31240	13223
Number of (other) Value of stolen parts	918349	799044	1144794

Other Motor Vehicle Crimes	**Year 1**	**Year 2**	**Year 3**
	2012	2011	2010
68A Inspections	1346	884	819
Salvage Inspections	22	41	46
Number of Stolen Vehicle Inquiries	0	0	0
Number of (other) Vehicles	7598	10791	10191

Proposed Objectives

a. Select the standard goal and describe the specific objectives of the project. Include any quantifiable data by which activities measure.

Auto Theft Goal

GOAL 1: REDUCE THE INCIDENT OF MOTOR VEHICLE THEFT.

Objective 1: Locate and shut down Chop Shops (5)

With investigative efforts, the officers of the task force will search out those who are stealing and dismantling motor vehicles and selling the parts for a profit. Our purpose here is to arrest and prosecute those who are caught in this type of criminal operation .This should help decrease the number of motor vehicle thefts within our 17 county region by shutting down these type of clandestine operations.

Objective 2: Conduct Salvage Inspections (15)

The seventeen county regions have more than 130 licensed salvage yard operations. There are also an indeterminate number of unlicensed operations within the combined jurisdiction. Every operation is fertile ground for disposal of stolen autos and component parts. These are also prime sites for obtaining VIN plates for use in clandestine chop shop re-identification schemes. By inspecting and regulating these businesses it keeps those who are not following the laws and dealing in stolen vehicle and parts in line with the proper laws and regulations.

The following is a list of the types of salvage inspections the SCATTF conducts:

A. Unlicensed Salvage Yards F. Auto Auctions
B. Licensed Salvage Yards G. 68-A Inspections for the public
C. Auto Body / Repair Shops H. Used Car Lots
D. Wrecker / Storage Yards I. Auto Crushers
E. Garage and Mechanic Shops

Objective 3: Conduct Interdictions activities (100)

Major highways used to transport stolen vehicles through the State of Texas are within the SCATTF region. The task force provides interdiction on these roadways. The types of interdictions include working license and weight areas, stationary parking lots, boat ramps, hotel parking lots, mall parking lots, highways, truck stops etc. We also help with Operation Curb Side – working with Texas DOT Investigators to find unlicensed used car dealers. Task force members provided Highway Interdiction to identify stolen vehicles of heavy equipment also. By doing this is we recover stolen vehicles from all over the country, which not only gets the stolen vehicles back to its rightful owner or insurance companies, it also helps reduce the number of payouts by insurance companies to consumers when the stolen vehicles are located. Suspects are arrested which helps in decreasing thefts of motor vehicles. Overt Interdiction – SCATTF currently conducts special operations such as widespread auto interdiction, target interdiction and special assignments. Some of these special assignments include targeting particular areas where high levels of auto theft related criminal activity occurs.

Auto Burglary Goal

GOAL 2: REDUCE THE INCIDENT OF THEFT FROM A MOTOR VEHICLE.

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Proposed Objectives

Objective 1: Conduct Burglary of Vehicle operations (10)

Covert Operations – SCATTF implements covert operations throughout the area for the identification and apprehension of those involved in auto related criminal activity, recovery of property and prosecution of perpetrators in criminal auto burglary activity. The SCATTF will work additional day and nighttime surveillance in areas known to have a high number of incidents of auto burglaries. This should help in our goal to decrease burglaries of motor vehicles.

Objective 2: Training (4)

The members of the task force continue to educate the citizens and officers of the SCATTF jurisdiction. The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques.

The Task Force also teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition (Heavy Equipment, boats, ATV's, etc...). The Task Force uses a Field Training Program to assist incoming agents with their specialized training. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

The more the officers learn the more likely they will be able to identify or recognize a vehicle that has been altered or changed up and given a new identity. This will also help with the location of criminal operations and arrest of suspects involved in these crimes, as well as decreases these crimes in their communities.

Objective 3: Conduct game camera / sign board operations (5)

By the using sign boards in areas where burglary of motor vehicles are occurring we are not only notifying the criminals that we are using bait vehicles in the area or we are increasing patrols, but it also works as a public awareness to that neighborhood to let them know that they need to lock their vehicles and remove property from their autos. We have found that this is one of the best deterrents for decreasing auto burglaries. In one area we saw a 34% decrease in one month by using these sign boards. We have also worked with local cities that have been having BOV problems and the signs were deployed in those cities, in which they saw up to an 80 % decrease.

We use the game cameras in areas that stolen vehicles are being abandoned in an attempt to be able to identify the perpetrators of these offenses. Some of the subjects are using stolen vehicles to commit BOV crimes. By using these cameras we have been able to gain license plates of suspects, times of the day the criminals are dropping the cars in those areas which give us intelligence information on when we need to be in those areas. The purpose is to locate and arrest suspects.

Public Awareness Goal

GOAL 3: PUBLIC AWARENESS METHODS USED TO EDUCATE THE CITIZENS OF TEXAS AND TRAINING OF QUALIFIED PERSONNEL IN THE DETECTION AND PREVENTION OF AUTO BURGLARY & THEFT.

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Proposed Objectives

Objective 1: Public Awareness Events (100)

The Public Awareness Coordinator and Agents continue to enhance the task force's effectiveness by coordinating various auto theft awareness projects such as VIN etching, local neighborhood watches, joint projects with small agencies, radio and television promotions. By promoting public awareness with said items we can help reduce crimes in these areas. The key to decreasing some of these crimes is educating them through any resource we can.

Objective 2: Training (4)

The members of the task force continue to educate the citizens and officers of the SCATTF jurisdiction. The most effective tool in the prevention of auto theft is education and the SCATTF has worked diligently and successfully over the past several years to educate the public and other law enforcement agencies in auto theft prevention techniques.

The Task Force also teaches classes in Basic Auto Theft Recognition and Specialized Auto Theft Recognition (Heavy Equipment, boats, ATV's, etc...). The Task Force uses a Field Training Program to assist incoming agents with their specialized training. The SCATTF understands that such training is necessary, although time intensive, in combating auto thefts in our area and will continue to provide the classes throughout the region.

The more the officers learn the more likely they will be able to identify or recognize a vehicle that has been altered or changed up and given a new identity. This will also help with the location of criminal operations and arrest of suspects involved in these crimes, as well as decreases these crimes in their communities.

Objective 3: Reach 14,000,000 through media outreach, training and PR events

Through the efforts of the Public Awareness Coordinator and the agents, numerous VIN etching events are scheduled every year and have resulted in the task force reaching many small communities throughout the seventeen county areas. Sheriff's in our task force region have expressed appreciation to the Task Force for the Public Awareness Program events conducted and welcome more in the future. The Public Awareness Coordinator and agents continue to enhance the task force effectiveness by coordinating various auto burglary and theft awareness projects such as VIN Etchings, H.E.A.T. Registrations, local neighborhood watches, and joint projects with other agencies, radio, television, and newspaper promotions. The task force agents are very active in National Night Out as well. Education and public awareness are a major key in reducing these crimes.

Grantee Goals

GOAL 5: THE NUMBER OF PERSONS ARRESTED FROM MOTOR VEHICLE THEFT.

Objective 1: Warrant arrests (15)

When officers are out conducting field investigations, such as interdictions, salvage inspections, etc. and come across people who have outstanding criminal warrants they arrest them. These people arrested are usually associated with criminal enterprises that our task force is investigating.

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Proposed Objectives

Sometimes you may not be able to make a good criminal case on them but do to them having and outstanding warrant you are able to arrest them and shut down their operation.

Objective 2: Work motor vehicle theft cases (600)

These are cases the Agents of this task force work that are either assigned to them by the Task Force or their home agency or it is a case that one of the counties they are in charge of covering is asking them to investigate. Through these investigations criminals are arrested, vehicles are recovered which in term helps decrease the number of crimes associated with motor vehicle theft.

Objective 3: Recover stolen vehicles (500)

These are the number of vehicles this task force has recovered over the year. They recover them while doing their investigations, through their agencies, and in the urban and rural counties they cover. Some are recovered whole, and some are dismantled. When dealing with recovered vehicles, you normally have a suspect associated with it, which can lead to an arrest which can lead to a decrease in thefts.

b. Describe how the project will impact the stated problem.

The expertise of the Task Force is well known both inside and outside the 17-County region and is called upon routinely for assistance. We are quickly becoming experts in counterfeit or fraudulent dealer license plates and fraudulent titles as well. We will continue to accomplish all of this through training of Law Enforcement agencies and working to educate the public through public awareness campaigns.

c. Describe proposed plan for auto theft crime prevention, education and training.

VIN etchings, HEAT registrations, neighborhood meetings, Lions and Rotary Clubs, mock citations, stuff brochures in billings, etc. Hold Auto Theft, Salvage Inspections and Highway Interdiction classes for Law Enforcement throughout the state.

32

Functions Of Proposed Project

The functions of the project should:
Identify the service needs to be met by the project and the applicant's experience or qualifications.
Describe how this project will cooperate/coordinate activities with other appropriate agencies/projects.
Describe in what way (if any) is this project innovative and what methods taken to assure that the project demonstrates cross-cultural awareness in all project activities and in its staffing and training.

This is a multi-agency task force. This unit is among one other task force within this 17-county region who specializes in motor vehicle theft investigations and its investigators are trained experts in this field. The smaller surrounding counties have no one to call upon but our Task Force; they depend on us for assistance and guidance in our areas of expertise. All officers are trained in cultural awareness.

33

Evaluation Design

The program evaluation should indicate how the applicant will assess the sucess of the project and the extent to which the strategy achieved the project's goals and objectives.

a. Describe the design of a plan for local evaluation of this project.

An important aspect in evaluating a program of this magnitude is whether the participating agencies (Sheriff's) perceive the program as one that is worthwhile. We will continue to host bi-yearly Board of Governor's meetings to discuss agenda items relevant to this project and receive feedback. Minutes are recorded and all present are invited to speak on any item of interest.

b. Cite relevant data that will be used to measure the effectiveness of this project.

We keep monthly statistics to track the progress of the unit and to monitor the counties, our region and the state as a whole; to ensure we are continuing to make a difference in the fight against Auto Thefts and Burglary of Vehicles.

c. Describe the mechanism to evaluate the programs progress.

We will continue to track our monthly, quarterly and yearly statistics. We will ensure our goals are reached each year (for example knowing how many public relations events or salvage inspections have been conducted). We will also use feedback from our bi-yearly Board of Governor's Meetings.

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Designation of Grant Officials

Project Title:	Sheriff's Combined Auto Theft Task Force
Organization Name	Travis County
Address	PO Box 1748 Austin, TX 78767 Phone: (512) 854-9735 Fax: (512) 854-7410
Federal Tax ID	17460001922021
ABTPA Funds Requested	$973,494
New ✔ Continuation	

Project Director

Prefix	Mr. First Name: Cyril Last Name: Friday
Title	Captain Business Address: PO Box 1748 | Collier Building
City	Austin State: Texas Zip: 78767
Phone	512-854-9776 Fax: 512-854-7410 E-Mail: cyril.friday@co.travis.tx.us
Alternate Signature	Name Senior Planner Tracy Miller Phone 512-854-6923

Project Manager

Prefix	Mr. First Name: Tommy Last Name: Wooley
Title	Sergeant Business Address PO Box 1748 | Collier Building
City	Austin State Texas Zip 78767
Phone	512-854-7423 Fax: 512-854-7410 E-Mail: tommy.wooley@co.travis.tx.us
Alternate Signature	Name Lieutenant Jason Jewert Phone 512-854-7401

Financial Officer

Prefix	Ms. First Name Nicki Last Name Riley
Title	County Auditor Business Address PO Box 1748
City	Austin State Texas Zip 78767
Phone	512-854-9125 Fax 512-854-9164 E-Mail nicki.riley@co.travis.tx.us
Alternate Signature	Name Auditor Paul Lyon Phone 512-854-9125

Authorized Official

Prefix	Mr. First Name Samuel Last Name Biscoe
Title	County Judge Business Address PO Box 1748
City	Austin State Texas Zip 78767
Phone	512-854-9555 Fax 512-854-9535 E-Mail sam.biscoe@co.travis.tx.us
Alternate Signature	Name Judge's designee (we do not know) Phone 512-854-9555

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Americans w/ Disabilities Act (ADA)

The Grantee hereby assures and certifies compliamce with Subchapter II, Part A of the Americans with Disabilities Act (ADA), 42 U.S.C., Sections 12131-12134, and Department of Justice ADA regulations, 28 CFR Part 35.

✔ I have read and understood the instructions provided.

36

Non-Supplanting Certification

I certify that the programs proposed in this application meet all the requirements of the Texas Civil Statutes, Article 4413(32a), §6(a)(7), (a) Texas Civil Statutes, Article 4413(32a), §6(a)(7), requires that state funds provided by this Act shall not be used to supplant state or local funds. Public Law 98-473 requires that federal funds provided by that Act shall not be used to supplant state or local funds.

I further certify that ABTPA funds have not been used to replace state or local funds that would have been available in the absence of ABTPA funds. The certification shall be incorporated in each grantee's report of expenditure and status of funds referred to under §57.3(6) of this title (relating to Adoption by Reference).

✔ I have read and understood the instructions provided.

37

Compliances

The attached digest of your grant application represents the Automobile Burglary & Theft Prevention Authority Board's approved amount. The digest represents budgeted amounts only and does not approve any items that conflict with the participating agency's personnel, procurement, travel, or local government code policies and procedures.

The grantee will be responsible in determining that the following requirements are being met prior to the release of funds:

1. Salaries are in accordance with local policy of the participating agencies.

2. Personnel are classified in accordance with the needed qualification for the position.

3. Fringe Benefits are in accordance with local policy of the participating agencies.

4. Travel Policy is in accordance with the travel policy of the participating agencies.

✔ I have read and understand the instructions provided.

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Equal Employment Opportunities (EEO)

Agencies that employ fewer than 50 people are not required to file an equal opportunity program in accordance with 28 CFR 42.301 etseq., Subpart E.

Agencies that employ 50 or more people and has received or applied to the Automobile Burglary & Theft Prevention Authority for total funds in excess of $25.000 are considered to have formulated an equal employment opportunity program in accordance with 28 CFR 42.301 et seq.

This agency employs fewer than 50 people.
✔ No Yes

If yes above, please provide the office of record.

Name
Title
Address
City
State **Zip Code**

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Assurances

ASSURANCES CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the Texas Automobile Burglary & Theft Prevention Authority Program, that all the information presented is correct, and that the applicant will comply with the provisions of the Automobile Burglary & Theft Prevent Authority and all other federal and state laws, regulations, and guidelines. By appropriate language incorporated in each grant, subgrant, or other document under which funds are to be disbursed, the undersigned shall assure that the applicable conditions above apply to all recipients of assistance.

✔ I have read and understand the instructions provided.

Independent Annual Audit Certification

The grantee assures compliance by itself and its applicable sub-recipients (contractors) with the Single Audit Act Amendments of 1996, P.L. 104 - 156 and, particularly, with the requirements of OMB Circular A-133 as follows (check one):

✔ 1. Grant(s) expenditures of $300,000 or more in federal funds-
An annual single audit by an independent auditor made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133.

2. Grant(s) expenditures of $300,000 or more in state funds-
An annual single audit by an independent auditor made in accordance with the Uniform Grant and Contract Management Standards (UGCMS).

3. Grant(s) expenditures of less than $300,000 in federal funds-
Exempt from the Single Audit Act. However, ABTPA may require a limited scope audit as defined in OMB Circular A-133.

4. Grant(s) expenditures less than $300,000 but $50,000 or more in state funds. A program-specific audit.

5. Grant(s) expenditures less than a total of $50,000 in state funds-
Financial Statements audited in accordance with Generally Accepted Audited Standards (GAAS).

***NOTE:* Grantees exempt from the Single Audit Act requirements (i.e. those expending less than $300,000 in total federal financial assistance) are prohibited from charging the cost of a Single Audit to a Federal award.**

Regardless of items checked above, the grantee should, within 60 days following the date of the grant award, furnish the following information:

1. The identity of the organization conducting the audit.

2. Approximate time audit will be conducted.

3. Audit coverage to be provided.

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Interagency Review and Approval

Prior to expending grant funds, the grantee is required to submit a copy of the interagency agreement between the grantee and each agency of the task force receiving ABTPA grant funds, for review and approval.

The interagency agreement must include the following:
(a) A detailed budget including personnel, travel, equipment, and other operating expenses that are to be reimbursed with grant funds (refer to Schedules in Grant Application where appropriate); and,

(b) A copy of the Assurance Certification from each agency, other than grantee, receiving ABTPA funds. Attach signed certification to agreement. (In lieu of having the Certification signed, the list of Assurances, or reference to them, may be included in the body of the Interagency Agreement.)

Upload the Interagency Agreement below:

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Cooperative Working Agreement

Prior to the release of funds by ABTPA, the grantee (or its contractor who operates the grant program, if applicable) shall provide to ABTPA signed Cooperative Working Agreements. A Cooperative Working Agreement is required between the grantee (or its contractor who operates the grant program, if applicable) and each significant external organization who collaboration and cooperation is essential in achieving the goal of the grant project and in carrying out the work plan described in the Program Narrative Section of the grant application. The format and content of such and Agreement should follow substantially the following example:

This is to certify that the objectives of the (insert name of the applicant organization) grant application for fiscal year 2015 funding by the Automobile Burglary and Theft Prevention Authority have been reviewed and that it is mutually agreed to cooperate to whatever extent is necessary in carrying out the work plan described in that application.

The Following Paragraph Is Applicable Only When The External Organization Has Personnel Assigned To The Program Described In The Grant Application.

Additionally, **(Name of cooperating organization or agency)** is cognizant of the rules and regulations governing the operation of the grant and agrees to abide by any and all such rules or special conditions relating to the application.

✔ I have read and understand the instructions provided.

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District Attorney Contract

An example of a District Attorney Contract can be found here.

Upload the District Attorney Contract (if required) below:

44

Law Enforcement Training

Regional Academies

a. Within 14 days after completion of each training school, the grantee shall submit to the Automobile Burglary and Theft Prevention Authority (ABTPA) a completed copy of the "Report of Training" form as required by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE). The grantee must indicate which students completed the training school and list the agency each student represented.

b. The training academy providing services may be appropriately licensed by TCLEOSE. Any training course paid for with ABTPA funds may result in participants receiving credit hours from TCLEOSE.

c. Peace officer training courses shall be open to all local peace officers as defined in the Texas Code of Criminal Procedure, Article 2.12, on an equal basis. Reserve law enforcement officers, law enforcement radio dispatchers, and jailers are eligible for training provided by ABTPA grant funds.

d. Funding for Basic Peace Officer Certification courses will be limited to the TCLEOSE–mandated contact hours for each trainee, unless grantee provides adequate justification for additional hours.

Upload Report of Training form below:

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Procuring Consultants And Professional Services

To secure the professional services and/or the consultant services described in the approved grant budget, the following requirements shall apply:

a. **Fees and Arrangements.** The grantee shall consult and observe the guidelines stated in Section I, Financial and Administrative Requirements; Professional or Consultant Services.

b. **Procurement Procedures**

1. **Purchases up to $250** may be made on a spot purchase basis, without comparative pricing.
2. **Purchases between $1000 and $2,500** require a minimum of three oral bids, based on identical specifications. The purchaser (grantee) is required to maintain records for audit that show the name, telephone number, date, and bid amount of each source contacted.
3. **Purchases between $2,500 and $5,000** require that written invitations for bid, using identical specifications, be mailed to a minimum of three prospective suppliers. Such invitations must clearly state the deadline for receipt of written bids. The purchaser (grantee) is required to maintain records for audit that include copies of all invitations and all written responses thereto (including original signatures thereon).
4. **Purchases above $5,000** require formal newspaper advertising soliciting bids. The purchaser is required to maintain records for audit that include copies of the advertisement(s) and all written responses thereto (including original signatures thereon).
5. When the required services/supplies and/or the required skills are so unique that the purchaser cannot identify a minimum of three prospective sources – when the cost exceeds $1,000 – the purchaser (grantee) shall seek guidance from the ABTPA. In such cases, the grantee shall provide to the ABTPA a letter containing all relevant facts and a proposed course of action.
6. Audit organi
zations and individual independent auditors typically will not respond to an "invitation for bid," with precise specifications stipulated by the purchaser. In such cases, the purchaser should extend an "invitation for proposal" which permits the prospective supplier to develop the specifications of the engagement/purchase and to quote a relevant cost. It is then incumbent upon the purchaser to select the lowest cost proposal which meets the organizational needs.
7. In all instances, prior to the delivery of services, a written contract should be executed to secure professional and/or consultant services. An example can be found here.

c. **Grantor Agency Approval.** Following the solicitation of bids and prior to the execution of a contract, the grantee shall obtain ABTPA approval, by providing the ABTPA with a letter containing the following:

1. a brief narrative description of the specific procurement procedure (cited herein) that was used;
2. a copy of the newspaper advertisement, if that method is required by the applicable procurement procedure (cited herein);
3. a draft copy of the proposed contract;
4. a list of vendors or practitioners from whom bids or quotes were solicited;

✔ I have read and understand the instructions provided.

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ABTPA Standard Form Contract Between Grantee and Third Party

a. This contract is in aid of ABTPA Grant No. 2015-T01-Travis C-00018, titled: Sheriff's Combined Auto Theft Task Force (SCATTF) (Title of the grant in question as it appears on the face of the Statement of Grant Award).

b. The GRANTEE AGENCY is responsible for closely monitoring the SERVICE PROVIDER and the exercise of reasonable care to enforce all terms and conditions of the grant.

c. Requirements of the UGMS promulgated pursuant to Chapter 783 of the Texas Government Code are adopted by reference as part of this contract, including the contract provision as in Section 36, Common Rule of OMB Circular No. A-102. The GRANTEE AGENCY SHALL:

d. The **SERVICE PROVIDER** will furnish the following services: (Describe in detail.)

e. Payment for the above specified services shall be made as follows: (Describe in detail.)

f. Billing for the above specified services shall be provided in the same manner as it would be provided to institutional purchasers in the absence of a grant and shall consist of a brief specified statement of the service or other item provided and the basis for the billing rate.

g. In the event of a default of the **SERVICE PROVIDER**, the **GRANTEE AGENCY** may cancel or suspend the contract and the **SERVICE PROVIDER** shall be entitled to recover for all services provided or materials delivered prior to the cancellation date (or unused materials may be returned) or shall repay any funds advanced for services not yet rendered.
The SERVICE PROVIDER shall comply with all licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances. Failure to comply with this requirement shall be treated as a default.

i. This contract shall automatically terminate on the grant expiration date or any extension thereof granted by the ABTPA. All services billed under this contract must be within the grant period.

j. Enumerate any additional provisions desired by the parties or which the ABTPA may direct to be added by specific instruction.

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Justification for Non-Competitive Procurement

Format/Outline

PARAGRAPH 1:
Brief description of the program and for what purpose it is being contracted

PARAGRAPH 2:
Explanation of why it is necessary to contract non-competitively, to include the following:

a. Expertise of the contractor
b. Management
c. Responsiveness
d. Knowledge of the program
e. Experience of contractor personnel

PARAGRAPH 3:
Time Constraints

a. When contractual coverage is required and why
b. Impact on program if dates are not met
c. How long would it take another contractor to reach the same level of competence (equate to dollars if desired)

PARAGRAPH 4:
Uniqueness

PARAGRAPH 5:
Other points that should be covered to substantiate the request

PARAGRAPH 6:
Declaration that this action is in "the best interests" of the agency

Upload Justification for Non-Competitive Procurement below:

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GRANT SUMMARY SHEET

Check One:	Application Approval: ☐ Contract Approval: ☒	Permission to Continue: ☐ Status Report: ☐
Check One:	Original: ☒	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☒
Department/Division:	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:	10/1/14	To:	9/30/15
Fund Source:	Federal: ☒	State: ☐	Local: ☐	
Grantor:	Texas Department of Transportation			
Will County provide grants funds to a subrecipient?	Yes: ☐	No: ☒		
Are the grant funds pass-through another agency? If yes list originating agency below	Yes: ☒	No: ☐		
Originating Grantor:	National Highway Traffic Safety Administration (NHTSA)			

Budget Categories	Grant Funds	County Cost Share	***County Contribution***	In-Kind	**TOTAL**
Personnel:	165,508	0	**34,951**	0	$200,459
Operating:	5,900	0	**1,000**	55,000	$61,900
Capital Equipment:	0	0	**0**	0	$0
Indirect Costs:	0	0	**0**	0	$0
Total:	$171,408	$0	**$35,951**	$55,000	$262,359
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	☒	JM	
County Attorney	☒	GS	

Performance Measures Applicable Depart. Measures	Projected FY 14 Measure	Progress To Date:				Projected FY 15 Measure
		9/30/13 End of FY13	3/31/14	6/30/14	9/30/14	
Measures For Grant						
Presentations and Community Events	700	700	409	607		700
Outcome Impact Description	Community demand for presentations continues to grow.					
Involvement with other organizations and agencies	150	150	58	92		150
Outcome Impact Description	Program continues its work with outside organzations and agencies.					
Media Coverage	70	233	99	121		70
Outcome Impact Description	Program continues to utilize public and private media outlets.					
Number of material distributed	115,000	107,000	55,600	80,000		115,000
Outcome Impact Description	Program continues to disseminate materials to grant mandated tri-county area.					

PBO Recommendation:

PBO concurs with accepting the grant 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 2015

Organization Name: Travis County Attorney's UDPP

Legal Name: County of Travis

Payee Identification Number: 17460001922000

Project Title: Comprehensive Underage Drinking Prevention Program

ID: 2015-Travis C-G-1YG-0022

Period: 10/01/2014 to 09/30/2015

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 2015.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **585EGF5046**

CFDA Number: **20.616**

CFDA Title: **National Priority Safety Programs**

Funding Source: Section **405D**

DUNS: **030908842**

Project Title: Comprehensive Underage Drinking Prevention Program

Description: To conduct a comprehensive underage drinking prevention program through education 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 **10/01/2014** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2015** unless terminated or otherwise modified.

Total Awarded: **$399,816.93**
Amount Eligible for Reimbursement by the Department: **$171,407.85**
Match Amount provided by the Subgrantee: **$228,409.08**

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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: _____ [Authorized Signature]	By: _____ [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) _____ [Resolution Number]	By: _____ Director, Traffic Operations Division Texas Department of Transportation (Not required for local project grants under $100,000.00) Date: _____

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); 2 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.

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

cost principles, as appropriate, outlined in:

1. 2 CFR Part 220 (OMB Circular A-21), Cost Principles for Educational Institutions;
2. 2 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. 2 CFR Part 230 (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.

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

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

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

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.

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 or via e-mail to SingleAudits@txdot.gov

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, 125 East 11th Street, Austin, TX 78701 or or via e-mail to SingleAudits@txdot.gov 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 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.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION
[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

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.

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

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.

PROBLEM IDENTIFICATION AND SOLUTION

I.Problem Identification

Alcohol is the most commonly used and abused drug among US youth. Nine out of ten Americans who meet the medical criteria for addiction begin drinking alcohol or using other substances prior to the age of 18. For those who started using these substances before 18, one in four are addicted compared to one in twenty-five who delayed use until 21 or older (Children's Optimal Health 2013). 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 2012, Texas youth reported that 12.4 was the average age they first used alcohol (Texas Department of State Health Services 2012). Motor vehicle accidents are the leading cause of death for 15- to 20-year-olds, and teen drivers are three times more likely to be involved in a crash than drivers 21 and older (National Highway Traffic Safety Administration 2013). Texas leads the nation for the number of alcohol-related crashes and crash fatalities. Of those, 9.6% of crashes and 9.3% of fatal crashes involved drivers under the age of 21 (Texas Department of Transportation (TxDOT) 2012). In 2012 there were eight alcohol related fatalities in Travis, Hays and Williamson Counties (TxDOT). From January - June 2013, there were 33 under 21 criminal alcohol violations in Travis, Hays and Williamson Counties (TABC Criminal Citations 2013). In Austin, 24% of traffic fatalities were alcohol-related, and there were 5,314 DWI arrests. Of those, 236 were under 21 (Austin Police Department January - October 2013).

In San Marcos (Hays County), 150 underage drinking offenders were arrested or cited for liquor law violations from July 2012 to July 2013 (San Marcos Police Department 2013). The Austin Independent School District Survey reports that in the 2011-2012 school year, 26% of high school students reported using alcohol within the past month. Middle school students reported 8% use in 2012 in the past month (AISD Substance and Safety Survey 2012).

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 2012). 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.

In 2012, there were 7,106 total drivers, 94 of which were under 21 years old, involved in rural reportable crashes in Hays Travis and Williamson Counties. (TxDOT 2013).

Underage impaired driving, Minor in Possession, and making available to a minor continue to challenge parents, teachers, law enforcement, faith communities, and the community at large. The Capital area, which includes Hays, Williamson and Travis Counties is projected to grow approximately 162% by 2040 (Community Advancement Network 2012). The student population will also 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 2012-2013 school year, there were 294,165 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 the total population. Motor vehicle crashes are the leading cause of death for Hispanics one to 34 years of age (Texas Transportation Institute 2012). This illustrates a need for culturally sensitive and bilingual outreach and materials.

Underage youth are attracted to the tri-county area by higher education institutions and leisure activities, which include aquatic recreation. Higher drowning rates among males may be due to their increased exposure to water and riskier behavior such as swimming alone, drinking alcohol before swimming alone and boating (World Health Organization 2012). College age youth are particularly at risk for water fatalities

as they are for binge drinking (Penn State Prevention Resource Center 2012).
Parents making alcohol available and hosting parties at prom/graduation time and other celebrations is also a factor in the prevalence of underage drinking/drinking and driving. Youth ages 12 to 14 are more likely to obtain alcohol from family or home than other underage drinkers (Center for Substance Abuse Research 2011); 73% of youth ages 13 to 17 cite their parents as the primary influence on their decision to drink, or not drink, alcohol (GFK Roper Youth Report 2012).

II.Problem Solution

In order to reduce underage drinking, 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 about 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.
Children who sipped alcohol by age 10 were nearly twice as likely to start drinking by age 14 or younger, compared with their peers who had not tasted alcohol when they were 10 (Partnership at Drugfree.org 2013). 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 independent school district parent support specialists and parent involvement programs. Adults are also targeted during the Christmas/New Year's season with a multi-jurisdictional law enforcement collaboration Emphasis Patrol dedicated to a DWI victim. This media event is reinforced by teen anti-DWI/alcohol awareness presentations. The program will also reach adults and college age youth through school/employee orientations, open enrollments, presentations and health fairs sponsored by public and private employers, as well as by colleges and universities.
Other educational components include media campaigns during high risk times and participation in grassroots projects such as Red Ribbon Week, Holiday Emphasis Patrol and Project Celebration. Twenty-three percent of teens surveyed admit to driving under the influence of alcohol or drugs; 11% did so during the summer, 6% on prom night, and 5% on graduation day/night (Partnership at Drugfree.org 2013). 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 Youth Substance Abuse Prevention Coalition, CAN, Austin & Del Valle ISD School Health Advisory Councils 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 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. 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 is 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) and at PTAs in predominantly Spanish speaking schools to address this population's risks. In addition, the UDPP will continue efforts working with Spanish speaking media.
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 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 periodically conduct pre and post surveys to measure student knowledge of the Zero Tolerance law.

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 460 Busted and Why Risk It? presentations to youth and adults in Travis, Hays and Williamson Counties. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Contact schools for presentations.	Subgrantee	5/31/2015
2.	Contact community youth groups for presentations.	Subgrantee	5/31/2015
3.	Conduct underage drinking prevention/alcohol awareness presentations to adults (youth over 21, parents, and caregivers).	Subgrantee	5/31/2015
4.	Participate in age appropriate community events.	Subgrantee	6/30/2015
5.	Conduct underage drinking prevention/alcohol awareness presentations to elementary through 12th grade youth.	Subgrantee	9/30/2015
6.	Conduct an estimate of 275 presentations in the 1st quarter.	Subgrantee	12/31/2014
7.	Conduct an estimate of 120 presentations in the 2nd quarter.	Subgrantee	3/31/2015
8.	Conduct an estimate of 30 presentations in the 3rd quarter.	Subgrantee	6/30/2015
9.	Conduct an estimate of 35 presentations in the 4th quarter.	Subgrantee	9/30/2015
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Establish 12 collaboration(s) between existing agencies on underage drinking and anti-DWI issues. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Create partnerships for Halloween community events.	Subgrantee	10/31/2014
2.	Create partnerships for winter holiday community events	Subgrantee	1/31/2015
3.	Create partnerships for Spring Break community/school events.	Subgrantee	4/30/2015
4.	Participate in forums on underage drinking prevention for parents of elementary school youth.	Subgrantee	5/31/2015
5.	Create partnerships for prom/graduation community/school events.	Subgrantee	5/31/2015
6.	Coordinate outreach efforts with existing underage drinking prevention efforts: ISD Project Celebrations, Mexican Consulate events, etc.	Subgrantee	6/30/2015
7.	Collaborate with other county coalitions focused on anti-DWI/underage drinking prevention in the tri-county area.	Subgrantee	9/30/2015
8.	Attend underage drinking prevention/anti-DWI, and youth health & safety meetings: SafeKids, Greater Austin Underage Drinking Co., Suicide Preve., etc.	Subgrantee	9/30/2015
9.	Collaborate with Hays County (1), Williamson County (1) and Travis County (10).	Subgrantee	9/30/2015
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Participate in 50 community events in Travis, Hays and Williamson Counties. by 9/30/2015

	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	6/30/2015
2.	Coordinate events in conjunction with local, state and federal campaigns.	Subgrantee	7/31/2015
3.	Provide presentations to and staff information booth at recreation centers.	Subgrantee	8/31/2015
4.	Identify and participate in school events, community and/or agency health fairs and employer initiatives.	Subgrantee	9/30/2015
5.	Collaborate with other agencies to prevent duplication of efforts.	Subgrantee	9/30/2015
6.	Evaluate current outreach and distribute program information packets to schools, youth centers, churches, and other youth organizations.	Subgrantee	9/30/2015
7.	Participate in an estimate of 25 community events in the 1st quarter.	Subgrantee	12/31/2014
8.	Participate in an estimate of 15 community events in the 2nd quarter.	Subgrantee	3/31/2015
9.	Participate in an estimate of 5 community events in the 3rd quarter.	Subgrantee	6/30/2015
10.	Participate in an estimate of 5 community events in the 4th quarter.	Subgrantee	9/30/2015

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OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Collect 12 months of UDPP statistics in Travis, Hays and Williamson Counties. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Identify youth community service options for each county.	Subgrantee	5/31/2015
2.	Identify/list agencies that collect data on underage drinking issues/offenses and violations in each county.	Subgrantee	6/30/2015
3.	Compile information and data collected. Report findings to TxDOT and at end of year task force meeting.	Subgrantee	8/31/2015
4.	Compile data and determine any trends for each county.	Subgrantee	9/30/2015
5.	Identify links between underage drinking and other social issues.	Subgrantee	9/30/2015
6.			
7.			
8.			
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 5 Underage Drinking Prevention Task Force meetings. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Conduct and attend task force meetings.	Subgrantee	8/31/2015
2.	Provide statistics/information to task force members.	Subgrantee	8/31/2015
3.	Utilize print and broadcast media and Internet to announce task force meetings and activities.	Subgrantee	8/31/2015
4.	Coordinate activities with other groups and agencies to prevention duplication of efforts.	Subgrantee	8/31/2015
5.	Maintain a database of coalition task force members.	Subgrantee	9/30/2015
6.	Determine speakers and agenda for task force meetings.	Subgrantee	9/30/2015
7.	Invite representatives from Williamson and Hays Counties to attend task force meetings (in addition to existing Travis County task force members).	Subgrantee	9/30/2015
8.	Partner with Hays and Williamson Counties on task force activities (in addition to existing task force members represening Travis County).	Subgrantee	9/30/2015
9.			
10.			

OBJECTIVES, PI&E, PERFORMANCE MEASURES AND ACTIVITES

Objective statement: To Conduct 1 year round public information and education (PI&E) campaign in the tri-county area. by 9/30/2015

	Activity	Responsible	Activity Completion Date
1.	Determine and develop types of materials needed.	Subgrantee	12/31/2014
2.	Submit proposed materials and the PI&E plan to the department for approval.	Subgrantee	1/31/2015
3.	Participate in seasonal campaigns: Christmas/New Year's, Red Ribbon Week, Spring Break and Graduation in coordination with federal/state campaigns.	Subgrantee	6/30/2015
4.	Contact and serve PTAs and other parent groups in all three counties on underage drinking and driving issues.	Subgrantee	6/30/2015
5.	Produce/distribute material and maintain records of all PI&E material received and distributed.	Subgrantee	9/30/2015
6.	Report on program activities.	Subgrantee	9/30/2015
7.	Utilize UDPP web site to convey information and utilize Internet to find statistics, resources, data and trends.	Subgrantee	9/30/2015
8.	Utilize public access TV for public service and community billboard announcements, and produce "Focus on Youth and Alcohol" TV show for TCTV.	Subgrantee	9/30/2015
9.	Submit press releases to existing news sources (print and broadcast) in all three counties.	Subgrantee	9/30/2015
10.	Update press kit & update program fact sheet with current data distribution to task force agencies and the public.	Subgrantee	9/30/2015

BUDGET SUMMARY

Budget Category		TxDOT	Match	Program Income	Total
Category I - Labor Costs					
(100)	Salaries:	$110,988.00	$34,951.08	$0	$145,939.08
(200)	Fringe Benefits:	$54,519.80	$0	$0	$54,519.80
	Sub-Total:	$165,507.80	$34,951.08	$0	$200,458.88
Category II - Other Direct Costs					
(300)	Travel:	$4,000.05	$1,000.00	$0	$5,000.05
(400)	Equipment:	$0	$0	$0	$0
(500)	Supplies:	$0	$0	$0	$0
(600)	Contractual Services:	$0	$0	$0	$0
(700)	Other Miscellaneous:	$1,900.00	$192,458.00	$0	$194,358.00
	Sub-Total:	$5,900.05	$193,458.00	$0	$199,358.05
Total Direct Costs:		$171,407.85	$228,409.08	$0	$399,816.93
Category III - Indirect Costs					
(800)	Indirect Cost Rate:	$0	$0	$0	$0
Summary					
	Total Labor Costs:	$165,507.80	$34,951.08	$0	$200,458.88
	Total Direct Costs:	$5,900.05	$193,458.00	$0	$199,358.05
	Total Indirect Costs:	$0	$0	$0	$0
Grand Total:		$171,407.85	$228,409.08	$0	$399,816.93
	Fund Sources: (Percent Share)	42.87%	57.13%	0.00%	

Salary and cost rates will be based on the rates submitted by the Subgrantee in its grant application in eGrants.

Created 08-14-14 at 4:18 pm

TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #: 06AFHTX0010078

SAP #:

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

Grant Title:	AmeriCorps			
Grant Period:	From: Aug 1, 2014	To: Jul 31, 2015		
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	OneStar Foundation			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	Corporation for National and Community Service (CNCS)			

Budget Categories	Grant Funds	County Cost Share	*Budgeted County Contribution #595010 (Cash Match)*	In-Kind	TOTAL
Personnel:	$ 295,662	$ 363,098	$ 0	$ 0	$ 658,760
Operating:	$ 0	$ 82,035	$ 0	$ 0	$ 82,035
Capital Equipment:	$ 0	$ 0	$ 0	$ 0	$ 0
Indirect Costs:	$ 0	$ 74,080	$ 0	$ 0	$ 74,080
Totals:	$ 295,662	$ 519,213	$ 0	$ 0	$ 814,875
FTEs:	17.00	14.00	0.00	0.00	31.00

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	☒	PL	
County Attorney	☒	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Educational Contacts	296,367	260,000	280,000	280,000
2.					
3.					
4.					
+ -	Measures for the Grant				
1.	AmeriCorps members successfully completing national service training	31	32	32	24
	Outcome Impact Description	The training gives AmeriCorps members knowledge about national service and their job duties that allows them to competently perform their service activities. The training develops an ethic of service among the members. All members must complete the training in order to serve in the program.			
2.	AmeriCorps member service hours	30,838	34,800	34,800	34,800
	Outcome Impact Description	This measure shows the number of service hours the AmeriCorps members are providing to the community.			
3.	Students enrolled in after-school programs	1764	1,400	1,400	1,400
	Outcome Impact Description	This measure shows the number of students served by the AmeriCorps members.			
4.	Number of students who complete an after-school program and show increased academic engagement (This measure is obtained by administering an attitude questionnaire at the beginning and end of the after-school program.)	236	773	773	773
	Outcome Impact Description	AmeriCorps members are used to augment staff in after-school programs with the goal of increasing students' interest in academic subjects.			

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval of a grant award from the Corporation for National and Community Service (CNCS). This grant will continue funding AmeriCorps members working in the Travis County 4-H CAPITAL after-school programs throughout the county.

The grant award is $295,662, and requires a match totaling $519,213. This match is provided by General Fund Cost Share, after-school revenue contracts with various school districts, and a grant from the National 4H Council. Total grant funds are $301,696, and about 2% of the grant funds ($6,034) are set aside as an administrative fee to the One Star Foundation, a quasi-state organization that serves to pass-through the federal funds from the Corporation for National and Community Service. The remaining $295,662 is used for the Travis County program.

PBO recommends acceptance of this grant award.

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?

Travis County 4-H CAPITAL uses the AmeriCorps members to expand its after-school programs.

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

There are no county funding requirements once the grant ends. There is a match required while the grant is in progress.

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 FY'15 grant requires a match totaling $519,213. This match is provided by the Travis County General Fund, after-school revenue contracts and a grant from the National 4H Council. The AmeriCorps grant is revenue neutral. It will not increase the General Fund budget.

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

This continuation is for year 3 of a three-year grant cycle. The grant allows for a 3% indirect cost allocation for the county and 2% for the OneStar Foundation. TCHHSVS has not claimed its 3% allocation because OneStar has strongly encouraged current grantees not to increase the amount of grant funds during the current grant cycle. Therefore, TCHHSVS requests permission to not claim an indirect cost amount for this application but explore the possibility of including some indirect costs after the end of the current three-year grant cycle.

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.

Travis County 4-H CAPITAL will continue to offer after-school programs once the grant ends but not at as many locations.

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

NA.

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

The grant allows 4-H CAPITAL to increase the number of sites where it offers after-school programs without increasing General Fund expenditures. This increases the departmental performance measure for educational contacts.

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 4, 2014

TO: Members of the Commissioners Court

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

SUBJECT: AmeriCorps grant

Proposed Motion:
Consider and take appropriate action to approve a grant from the Corporation for National and Community Service to help fund the Travis County CAPITAL AmeriCorps Project in FY'15.

Summary and Staff Recommendations:
The grant will help fund 19 full-time and 10 half-time AmeriCorps members who will provide after-school enrichment programs each week during the school year. These programs focus on science and technology, environmental education, outdoor education, and life skills. Travis County staff will provide program coordination and support for the day-to-day activities of the AmeriCorps members.

TCHHSVS staff recommends approving this grant.

Budgetary and Fiscal Impact:
The $301,696 grant requires a match totaling $519,213. This match will come from 4-H CAPITAL and TCHHSVS. The grant is revenue neutral. It will not increase the General Fund budget. The FY'15 grant will run from 8/1/14 – 7/31/15.

Issues and Opportunities:
Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance. AmeriCorps members provide much needed staff to increase the number of after-school programs in Travis County. Travis County 4-H CAPITAL programs differ from more traditional programs by offering hands-on activities that reinforce key concepts in the curriculum.

The Travis County CAPITAL AmeriCorps Project has been in existence since 2003. It has served more than 17,000 youth to date.

Background:
Travis County 4-H CAPITAL is a non-profit organization affiliated with the Texas A&M AgriLife Extension Service. The Extension Service provides a variety of educational programs for county youth and adults.

Cc: Dolores Sandmann, Director, Texas A&M AgriLife Extension Service
Nicki Riley, CPA, CMA, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Etta Gerhardt, Assistant County Attorney
Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, 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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onestar

Notice of Grant Award

Sub-Grantee Information

Legal Applicant
Travis Co. through the Travis Co. Health and Human Services and Veterans Services
PO Box 1748
Austin, TX 78767-1748
EIN: 746000192
DUNS: 030908842

Program Name: Travis County CAPITAL AmeriCorps Project

Primary Contact:
Lydia Domaruk
512-854-9609
LRDomaruk@ag.tamu.edu

Grantee Information

OneStar National Service Commission
9011 Mountain Ridge Drive, Suite 100
Austin, TX 78759

Grants Officers:
Miranda Spiro
512-287-2061
miranda@onestarfoundation.org

Jerry Bertrand
512-287-2030
jerry@onestarfoundation.org

Award Information

CFDA Number	94.006	Pre-Award Cost Start Date	Not Applicable
Federal Identifier	06AFHTX0010078	Project Period	8/1/2012 – 7/31/2015
eGrants Application ID	14AC159289	Budget Period	8/1/2014 – 7/31/2015

Award Description

This award provides funds authorized by the Corporation for National and Community Service ("Grantor") that are passed through to OneStar National Service Commission ("Grantee") for carrying out AmeriCorps*State programs. The purpose of this award is to assist the Sub-Grantee in providing innovative program activities enable and authorized by the Grantor and Grantee under the National and Community Service Act of 1990, as amended (42 U.S.C. SS12501 et seq.).

Funding Information

	Corporation Share	Grantee Share
Grant Year 2014-15 Funding	**$301,696**	**$519,213**
Approved Match	**63%**	

Member Information

Member Service Years (MSYs) **24.00**

	Stipend	Non-Stipend
Total Slots	**29**	**0**
Full-Time Slots	19	0
Half-Time Slots	10	0
Reduced Half-Time Slots	0	0
Quarter-Time Slots	0	0
Minimum-Time Slots	0	0

Special Conditions

Eligibility for continued funding is contingent upon satisfactory performance, compliance and the availability of funds.

Terms of Acceptance

By accepting funds under this grant, the Sub-Grantee agrees to comply with the Notice of Grant Award, Terms and Conditions, Attachment A: AmeriCorps Texas Provisions, all applicable federal statutes, regulations and guidelines, and all applicable Grantee policies and procedures.

The Sub-Grantee agrees to administer the funded program in accordance with the approved grant application and budget as submitted in eGrants, supporting documents and other representations made in support of the approved Grant application.

Signature Authority

The person or persons signing this Notice of Grant Award on behalf of the Sub-Grantee or representing himself/herself as signing this agreement on behalf of the Sub-Grantee, hereby agrees that he/she has been duly authorized by the Sub-Grantee to execute this Notice of Grant Award on behalf of the Sub-Grantee and to validly and legally bind the Sub-Grantee to all the terms of this agreement.

This Grant Award is not effective until signed by the Grantee and the Sub-Grantee.

Grantee		**Sub-Grantee**	
		BY:	
Elizabeth Darling President/CEO OneStar Foundation	Date	Samuel Biscoe County Judge Travis Co. through the Travis Co. Health and Human Services and Veterans Services	Date

AmeriCorps Grant Award
2014-2015 Terms and Conditions

GENERAL TERMS AND CONDITIONS

Changes from the 2013-2014 Terms and Conditions ii

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ATTACHMENT A: AMERICORPS TEXAS PROVISIONS

Attachment A Attachment Contents A1
Attachment A1: Special Provisions A2
Attachment A2: General Provisions A13
Attachment A3: Grant Program Civil Rights Policy A19

CHANGES FROM THE 2013-2014 TERMS AND CONDITIONS

For your convenience, we have identified changes from last year's AmeriCorps grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all grant terms and conditions, because grantees are responsible for knowing, understanding, and complying with all grant terms and conditions.

GENERAL TERMS AND CONDITIONS

Section 22. Updated language to match the requirement of the Commission retaining 2% of the federal award.

Section 23. Event requirements have been updated to reflect the 2014-2015 schedule and clarified enforcement for participation.

ATTACHMENT A1 | AMERICORPS TEXAS SPECIAL PROVISIONS

A. Updated language to match the statute.

B.5. Included the specific citation to find the FAQs.

C.2. Added a sub-section on refilling slots.

D.2. Added additional information regarding health insurance for members.

D.3.c. Added information regarding eligibility for child care.

G.4. Deleted the requirement to notify CNCS when a member's status changes that affects healthcare.

H. Updated the progress reporting period covered by the October report.

H.1. Added that requests for extensions must be in writing.

ATTACHMENT A2 | AMERICORPS TEXAS GENERAL PROVISIONS

G.2. Added the section on Whistleblower Protection.

I. Updated the citation for SAM.

ATTACHMENT A3 | GRANT PROGRAM CIVIL RIGHTS AND NON-HARASSMENT POLICY

Replaced the 2013 Civil Rights and Non-Harassment Policy with the 2014 Policy.

AmeriCorps Grant Award
2014-2015 Terms and Conditions

SECTION 1: DEFINITIONS

The following definitions apply to the entire Grant Award.

1.1 **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).

1.2 **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.

1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee and the Sub-Grantee and its Program Sub-Grantee, if applicable. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.

1.4 **Commission** means the OneStar National Service Commission (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at http://www.onestarfoundation.org/

1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at http://www.cns.gov/

1.6 **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.

1.7 **Corporation Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.

1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at http://www.americorps.gov/egrants/index.asp

1.9 **Member or participant** means an individual:

a. Who has been selected by the Sub-Grantee to serve in an approved national service position;

b. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;

c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. § 12572 (a)(3)(B)(x))), in which case he or she must be between the ages of 16 and 25, inclusive, and

d. Who has a high school diploma or an equivalency certificate (or agrees to obtain a high school diploma or its equivalent before using an education award) and who has not dropped out of elementary or secondary school in order to begin a term of service as an AmeriCorps member (unless enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 484 of the Higher Education Act of 1965, 20 U.S.C. § 1091), or who has been determined through an independent assessment conducted by the Sub-Grantee to be incapable of obtaining a high school diploma or its equivalent.

1.10 **Operating Site** means the organization that manages the AmeriCorps program and places members into service locations. Sub-Grantees are operating sites.

1.11 **Performance Measures** are measureable indicators of a program's performance as it relates to member service activities.

1.12 **Project Period** is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.

1.13 **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.

1.14 **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.

1.15 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.

1.16 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by and awarded by the Commission. The Sub-Grantee carries out a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.

1.17 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee. The Program Sub-Grantee carries out in part or in whole, a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.

1.18 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

SECTION 2: LEGISLATIVE AND REGULATORY AUTHORITY

This grant is authorized by and subject to the National and Community Service Act of 1990, as amended by the Serve America Act, (42 U.S.C. 12501 *et seq.*) and the implementing regulations at 45 CFR Chapter XXV. Sub-Grantees must comply with the requirements of the Act and its implementing regulations.

SECTION 3: OTHER APPLICABLE STATUTES AND REGULATIONS

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

a. **States, Indian Tribes, U.S. Territories, and Local Governments:** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories and local governments:

1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR Part 2541.
2. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.

b. **Nonprofit Organizations:** The following circulars and their implementing regulations apply to nonprofit organizations:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.

c. **Educational Institutions:** The following circulars and their implementing regulations apply to educational institutions:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.

These documents can be found here: www.whitehouse.gov/omb/financial_offm_circulars/.

SECTION 4: EXEMPTIONS FOR FIXED AMOUNT GRANTS

Fixed Amount grants are exempt from the Cost Principles. (See above for the exemptions.) Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed Amount grants include Education Award program (EAP) Fixed Amount grants, Professional Corps Fixed Amount grants, and Full-Cost Fixed Amount grants.

SECTION 5: ORDER OF PRECEDENCE

Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) CNCS Special Grant Provisions, (d) CNCS Grant General Provisions, (e) the Notice of Funding Opportunity, (f) Commission terms and conditions, policies and procedures, and (g) the approved Grant Application including all assurances, certifications, attachments, and pre-award negotiations.

SECTION 6: GENERAL TERMS

6.1 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Sub-Grantee agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and conditions

6.2 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this grant award.

6.3 CNCS's Office of Inspector General provides a list of common audit findings with which the Sub-Grantee should ensure they are familiar. The list of common audit findings may be accessed at: http://www.americorps.gov/pdf/08_0626_cncs_audit_findings.pdf.

6.4 The Sub-Grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including but not limited to, those cited in these Grant Terms and Conditions, Provisions, the Grant Assurances and Certifications and those cited in 45 CFR Parts 2541 and 2543.

6.5 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:

a. from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and

b. from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.

6.6 Both parties agree that all powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.

6.7 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.

6.8 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award shall nevertheless remain in full force and effect.

6.9 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

SECTION 7: GRANT AWARD CYCLE

7.1 For the purpose of the grant, unless otherwise specified, the project period covers a three-year period. In approving a multi-year project period, the Commission generally makes an initial award for the first year of operation. Sub-Grantees desiring to continue beyond the first or second year of the three-year project period shall submit a continuation application in a new grant competition held by the Commission. Continuation funding is contingent upon satisfactory performance, compliance and the

availability of funds.

The project period and the budget period for this grant are noted on the Notice of Grant Award.

SECTION 8: CHANGES AND AMENDMENTS

8.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

8.2 Except as specifically provided by Section 8.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.

SECTION 9: PROGRAM SUB-GRANTS

9.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).

9.2 The Sub-Grantee shall ensure that the performances rendered under all program sub-grants are rendered in compliance with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.

9.3 The Sub-Grantee shall ensure that no person shall participate in any decision related to making Sub-Grants under this Grant Award which affects his/her personal financial interest. The Sub-Grantee shall maintain on file and make available for inspection a written statement that includes the name of employees and governing body members who have a conflict of and discloses interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.

9.4 Should the Sub-Grantee enter into a subsequent sub-grant in sub-granting any of the performances hereunder, the Sub-Grantee shall:

a. Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.

b. Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended.

c. Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantees name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.

9.5 The Sub-Grantee's responsibilities extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.

a. The Sub-Grantee shall conduct monitoring and contract oversight activities on a routine basis from the Sub-Grantee's offices, on site at the Program Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.

b. The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the

Commission's duties to CNCS require.

9.6 The Sub-Grantee should require through contract agreement that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on the premises of the subcontractor in accordance with Section 16.

9.7 The Sub-Grantee should require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the Sub-Grantee as required in Section 16.3 of this Grant Award; and the resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.

SECTION 10: REPORTING FRAUD

10.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.

10.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.

10.3 The Sub-Grantee agrees to notify the Commission within five (5) working days from the date they are notified of an investigation by the CNCS Office of Inspector General on the Legal Applicant or Approved Program as it relates to any funds awarded by OneStar and/or directly from CNCS.

10.4 See also Section C of this grant award's General Provisions for additional requirements.

SECTION 11: TECHNICAL ASSISTANCE

11.1 The Sub-Grantee shall participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.

11.2 At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 14.

SECTION 12: AUDITS

12.1 Sub-Grantee organizations that expend $500,000 or more in total federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A Sub-Grantee that does not expend $500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, Sub-Grantees must continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.

a. Sub-Grantees must submit an independent audit and financial statements to the Commission nine

months after the organization's fiscal year end.

b. Sub-Grantees that are required to, must submit audits required under Office of Management and Budget Circular A-133, to the Commission, nine months after the organization's fiscal year end.

12.2 Notwithstanding Section 12.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

12.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as reasonably requested. The Sub-Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards.

SECTION 13: MONITORING AND EVALUATIONS

13.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct contract oversight activities under this Grant Award.

a. The Commission shall conduct monitoring on a routine basis utilizing the Commission's risk assessments.

b. The Commission shall conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.

13.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results shall be provided to the Sub-Grantee before the evaluation is concluded and the findings are published.

13.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Grant Award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.

13.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to CNCS require.

SECTION 14: ENFORCEMENT

14.1 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.

14.2 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:

a. Verbal and/or written communication of the mitigating steps or actions requested by the

Commission;

b. Development and implementation of a corrective action plan;

c. Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;

d. Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;

e. Withholding of some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and

f. Suspension and/or Termination of the grant award, in whole or in part.

14.3 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.

14.4 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

14.5 The Commission shall provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.

14.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

SECTION 15: SUSPENSION AND TERMINATION

15.1 This Grant award may be terminated by mutual agreement, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination by mutual agreement, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, the Sub-Grantee may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R.§2540.400.

a. If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.

b. Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.

c. The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.

15.2 Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, the Commission may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights described in 45 CFR §2540.400.

15.3 Upon termination of this Grant Award, whether for cause or by mutual agreement, copies of all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.

15.4 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired in performance of this Grant Award.

15.5 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.

15.6 The Sub-Grantee shall remain liable for all disallowed costs and costs incurred for activities performed under this grant. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.

SECTION 16: RETENTION AND ACCESSIBILITY OF RECORDS

16.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.

16.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.

16.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records shall be retained until the discrepancy is resolved and final action is taken.

16.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section.

Such rights of access and examination are granted to, as applicable:

a. the Corporation for National and Community Service

b. the Office of the Inspector General,

c. the Commission,

d. other state and federal auditing agencies, or

e. any duly authorized representative of the above named agencies as deemed appropriate by the Commission

16.5 The Commission shall make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

SECTION 17: RIGHTS IN DATA

17.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.

17.2 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.

17.3 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.

17.4 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from CNCS.

a. CNCS retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. CNCS may distribute such products through a designated clearinghouse.

b. To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

17.5 Distribution, publication or sharing of any data or information will be done in a manner according to all applicable federal, state and local laws as to confidentiality and other data sharing restrictions.

SECTION 18: RIGHTS TO SUPPLIES AND EQUIPMENT PURCHASED WITH GRANT FUNDS

18.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and

equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

SECTION 19: GENERAL FISCAL ADMINISTRATION

19.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.

19.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.

19.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.

19.4 The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.

19.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a grant award amendment.

19.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:

a. The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.

b. If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.

c. All repayments made by the Sub-Grantee shall be from non-federal funds.

d. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.

19.7 The Sub-Grantee shall obtain approval from the Commission for deviations from the approved budget as outlined in the Budget Variance policy. Budget changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR alone does not guarantee approval.

19.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond or Crime Policy equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee shall amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.

a. The Sub-Grantee receiving the Grant Award is named as a third party loss payee (but does not necessary need to be the sole loss payee). This insurance shall cover the dishonest acts of all employees, volunteers, officers and directors.

b. Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.

19.9 The Sub-Grantee shall keep the Fidelity Bond or Crime Policy current from the start date of the budget period to six months after the date of final reimbursement.

19.10 If the Sub-Grantee Bond or Policy does not meet the criteria above, the Sub-Grantee may submit a waiver request for OneStar's consideration by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

SECTION 20: MATCHING REQUIREMENTS

20.1 Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R.§2543) or A-110 (45 C.F.R.§2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.

20.2 Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.

20.3 Match funds are the funds that Sub-Grantees are required to attain from other sources to provide additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.

20.4 Sub-Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant.

20.5 Sub-Grantees shall report the amount and sources of federal funds, other than those provided by CNCS, used to carry out its program. This includes other federal funds expended by program sub-grantees and operating sites. This information shall be reported on the Federal Financial Report (FFR).

20.6 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.

SECTION 21: PROGRAM INCOME

21.1 Program income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance allowable costs under the federal and/or non-federal shares of the grant. (See also Section E of this grant award's General Provisions)

a. The service activities conducted by the members shall be allowable under this Grant Award.

b. All income earned as a direct result of the Program's activities during the award period shall be used first to finance the non-federal (Corporation) share (match) of the Program.

c. Program income in excess of the match needed for this Grant Award shall follow the appropriate requirements of 45 CFR §2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share.

d. In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a Sub-Grantee to utilize the addition method for program income. Under the addition method, a Sub-Grantee would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Sub-grantees must request and gain approval from OneStar prior to utilizing program income in this manner.

e. Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it is earned except with prior approval by OneStar.

f. Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.

21.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:

a. The service benefits a for-profit entity;

b. The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or

c. The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.

21.3 Sub-Grantees that earn excess income shall specify the amount of the excess in the comment box on the Federal Financial Report (FFR).

SECTION 22: PAYMENT OBLIGATIONS

22.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission shall agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain two percent (2%) of the Federal share of this Grant Award.

22.2 Requests for reimbursement may be submitted to the Commission semi-monthly or monthly. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement shall only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.

a. Requests for reimbursement shall be received by the Commission within 30 days of the end of the period covered by the request.

b. Payments will be made chronologically based on the period covered.

22.3 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.

a. Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.

22.4 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.

22.5 The Commission shall not be liable to the Sub-Grantee for costs incurred and/or performances rendered by the Sub-Grantee before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section 15 of this Grant Award unless specifically approved in writing by the Commission.

22.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.

22.7 The Commission shall make funds available within forty-five (45) days as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.

SECTION 23: EVENTS AND REPORTING

23.1 Each Sub-Grantee shall submit Progress and Financial Reports by the required due dates as specified in the AmeriCorps Special Provisions (Section I). Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.

23.2 The Sub-Grantee shall submit such additional periodic, grant award closeout, monitoring, grant making, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission's request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested. Extensions of communicated deadlines will be granted only when 1) the report or document cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report. Failure to submit any report or document in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.

23.3 The Sub-Grantee shall participate in such additional periodic, or ad-hoc initiatives, events, webinars, conference calls, or trainings as deemed necessary by the Commission. The Commission's request shall provide a reasonable amount of advance notice, in consideration of the nature of the required participation. Failure to participate in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.

23.4 The following events require participation. Participation shall become part of a Sub-Grantee's Performance Record. The Sub-Grantee must send the Primary Program and/or Primary Fiscal contacts as designated in the Authorized Representative Form, as appropriate. Details on events shall be disseminated as the Commission obtains additional information.

Date	Event	Location
September 18-19, 2014	Texas Nonprofit Summit*	Austin, TX
Spring 2015	Southwest Cluster Conference/AmeriCorps Grantee Meeting	Location TBD

Summer 2015	National Conference on Volunteering and Service*	Location TBD
Monthly	Commission Sponsored Conference Call Trainings**	Online

* *Attendance at the Texas Nonprofit Summit and the National Conference on Volunteering and Service is encouraged but not required.*

** *Conference Call attendance requirement as to "optional" or "required" will be communicated to Sub-Grantees in writing in advance of the training. Calls deemed as "required" will become part of the Sub-Grantee performance report.*

23.5 Required events require full participation. Failure to participate fully will become part of the Sub-Grantee performance report and will result in the issuance of a Notice of Noncompliance. Full participation is defined by:

a. Participants attend all scheduled sessions (plenary and breakout) in full (from scheduled start to end time);

b. Participants are actively engaged in all sessions (plenary and breakout) and activities;

c. Participants maximize all opportunities for learning, sharing and networking; and

d. Sub-Grantees shall be responsible for all materials presented. OneStar shall provide sufficient notice to Sub-Grantees regarding the content of any events such that the Sub-Grantee may ensure that the appropriate staff person is in attendance.

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Attachment A

AmeriCorps Texas Provisions | Contents

These Corporation for National and Community Service (CNCS) AmeriCorps Grant Provisions are binding on the Sub-Grantee. By accepting funds under this Grant, the Sub-Grantee agrees to comply with, and include in any program sub-grants, the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. For the purposes of these Provisions, AmeriCorps refers to AmeriCorps State sub-grantees only.

Attachment A1. AmeriCorps Texas Special Provisions A2
- A. Affiliation with the AmeriCorps National Service Network A2
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A. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

1. **Identification as an AmeriCorps Program or Member.** The Sub-Grantee shall identify the program as an AmeriCorps program and members as AmeriCorps members. All partnership agreements/MOUs related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.

2. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All Sub-Grantee and Program Sub-Grantee websites shall clearly state that they are an AmeriCorps Sub-Grantee and shall prominently display the AmeriCorps logo in any portion of the website which directly references the AmeriCorps program. Sub-Grantees and Program Sub-Grantees shall use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, on-line position posting or other recruitment materials, orientation materials, member curriculum materials, signs, banners, press releases and publications related to their AmeriCorps program in accordance with CNCS requirements.

   To publicize the relationship between the program and AmeriCorps, the Sub-Grantee shall describe their program as "an AmeriCorps Program." Sub-Grantees shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Sub-Grantees are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan "AmeriCorps Serving Here." AmeriCorps members should state they are AmeriCorps members during public speaking opportunities.

   The Sub-Grantee may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or in these grant provisions.

B. MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment and selection requirements are in CNCS's regulations at 45 CFR § 2522.210 and Part 2540. In addition, the Sub-Grantee must ensure that the following procedures are followed:

1. **Notice to CNCS's National Service Trust.** The Sub-Grantee must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within thirty (30) days of a member's start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

   The Sub-Grantee also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within thirty (30) days may result in sanctions to the Sub-Grantee, up to and including, suspension or termination of the grant. Sub-Grantees meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

   Penalties for false information: Any individual who knowingly makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

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2. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member service agreement materials.

3. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the Sub-Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: (www.nationalservice.gov/sites/default/files/documents/AmeriCorps_State_National_Policy_FAQs.pdf).

4. **Assigning Members to Service Locations.** The Sub-Grantee is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The Sub-Grantee is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select the one where the member serves a majority of his or her hours for the member's assignment; however, all service locations must be listed in the portal.

5. **Completion of Terms of Service.** The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within thirty (30) days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or if the member has completed at least fifteen (15) percent of the service hour requirement, a member may receive a pro-rated education award.

6. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the Sub-Grantee must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information certified on the end-of-term certification.

C. SUPERVISION AND SUPPORT

1. **Planning for the Term of Service.** The Sub-Grantee must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or prohibited fundraising activity (see 45 CFR § 2520.40-45). The Sub-Grantee must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to the Commission and CNCS upon request. The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the Sub-Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

2. **Member Service Agreements.** The Sub-Grantee must require that each member sign a service agreement that includes, at minimum, the following:

   a. Member position description

b. The minimum number of service hours (as required by statute) and other requirements (as developed by the Sub-Grantee) necessary to successfully complete the term of service and to be eligible for the education award;

c. The amount of the education award being offered for successful completion of the term of service in which the individual is enrolling;

d. Standards of conduct, as developed by the Sub-Grantee;

e. The list of prohibited activities, including those specified in the regulations at 45 § CFR 2520.65;

f. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Nondisplacement;

g. The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by members;

h. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);

i. Civil rights requirements, complaint procedures, and rights of beneficiaries (see Section G of the General Provisions);

j. Suspension and termination rules;

k. The specific circumstances under which a member may be released for cause;

l. Grievance procedures; and

m. Other requirements as established by the Sub-Grantee.

The Sub-Grantee should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

3. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

a. Attempting to influence legislation;

b. Organizing or engaging in protests, petitions, boycotts, or strikes;

c. Assisting, promoting or deterring union organizing;

d. Impairing existing contracts for services or collective bargaining agreements;

e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

h. Providing a direct benefit to-

i. A business organized for profit;

ii. A labor union;

iii. A partisan political organization

iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

v. An organization engaged in the religious activities described in paragraph C.7 above, unless CNCS assistance is not used to support those religious activities;

i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

j. Providing abortion services or referrals for receipt of such services; and

k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

4. **Supervision.** The Sub-Grantee must provide members with adequate supervision by qualified supervisors consistent with the approved grant application. The Sub-Grantee must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The Sub-Grantee must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.

5. **Performance Reviews.** The Sub-Grantee must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:

   a. Whether the member has completed the required number of hours;

   b. Whether the member has satisfactorily completed assignments; and

   c. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.

6. **Timekeeping.** The grantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

   If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS.

7. **Member Death or Injury.** The Sub-Grantee must immediately report any member deaths or serious injuries to the Commission via the Sub-Grantee's assigned Grants Officer.

D. CHANGES IN MEMBER TERMS OF SERVICE OR PROGRAM SLOTS

1. **Changes that Require OneStar and CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a Sub-Grantee, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the Commission.

   a. A change in the number of member service year positions in the grant; and/or

   b. A change in the funding level of the grant.

2. **Changing Slot Types (unfilled positions).** Except for Full-cost and Professional Corps Fixed Amount grants, Sub-Grantees may change the type of slots awarded to their program if;

   a. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and

   b. The change does not increase the value of the education award.

   All changes to slot type are subject to availability of funds in the Trust, must be Trust neutral, and must comply with all assumptions on which Trust prudence and continued solvency are predicted. Changes in slot type may be made by the Sub-Grantee directly in the My AmeriCorps Portal.

3. **Changing a Term of Service (currently enrolled positions).** Changes in terms of service may not result in an increased number of MSYs for the program. With the exception of Education Award only grants, grantees with Fixed Amount grants may not convert members to less-than-full-time slots.

   a. Full-time. The Commission may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.

   b. Less than Full-time. CNCS and the Commission discourage changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. The Commission may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.

   c. Refilling Slots. With the exception of Sub-Grantees whose awards have special grant conditions under 45 CFR § 2543.14 or §2541.120, AmeriCorps State programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once.

      As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

      i. Total AmeriCorps enrollment reaches 97 percent of awarded slots; or

      ii. The number of refills reaches five percent of awarded slots.

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d. Slots eligible for refill may not be transferred. Additionally, they may not be combined with unfilled slots.

e. Formula and State Competitive Grant Slot Transfers. The Commission is allowed to transfer slots among the state formula and competitive Sub-Grantees in order to maximize enrollment and cost effectiveness without prior approval from CNCS. The Commission may not transfer slots between competitive and formula sub-grantees or vice-versa. The Commission may not transfer funds among the competitive Sub-Grantees.

f. Notice to Childcare and Healthcare Providers. The Sub-Grantee must immediately notify CNCS's designated agents, in writing, when a member's status changes in a manner that affects eligibility for childcare or healthcare.

E. RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the Sub-Grantee, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with grant requirements and may result in disallowed costs and other remedies for non-compliance. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause. A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term– e.g. the individual has decided to take a job offer– but who, otherwise, performed well, would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

F. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

1. **Living Allowance Distribution.** A living allowance is not a wage. Sub-Grantees must not pay a living allowance on an hourly basis. Sub-Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

   If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the Sub-Grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the Sub-Grantee must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

   Education Award Program Fixed-Amount grants (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount grantees must provide a living allowance to their members.

2. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance,

it is possible-depending on the specific public assistance program rules-that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

3. **Taxes and Insurance.** Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, Sub-Grantees must ensure that the following procedures are followed:

   a. Liability Insurance Coverage - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.

   b. FICA (Social Security and Medicare taxes) - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee must pay FICA for any member receiving a living allowance. The Sub-Grantee must also withhold the required FICA percentage from the member's living allowance.

   c. Income Taxes - The Sub-Grantee must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee must comply with any applicable state or local tax requirements.

   d. Worker's Compensation - Some states require worker's compensation for AmeriCorps members. Sub-Grantees must check with State Departments of Labor or the Commission to determine worker's compensation requirements. If worker's compensation is not required, Sub-Grantees must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

4. **Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The Sub-Grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

   Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for health care benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps education Award.

   Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. By July 1, 2015 all AmeriCorps programs must have MEC coverage. For fiscal year 2014,

programs must document evidence of working towards MEC compliance.

Per a May 14, 2014 notice, the Department of Health and Human Services (HHS) issued guidance that created a special healthcare enrollment period (through December 31, 2014) for all AmeriCorps State members.

Starting Service: If you start AmeriCorps State service after the open enrollment period which ended on March 30, 2014, you have 60 days from the service start date to sign-up for healthcare coverage through the federal healthcare marketplace.

Ending Service: At the conclusion of service, you will also be able to purchase a qualified health plan from the federal healthcare marketplace outside of the annual open enrollment period. You have 60 days from the service end date to sign-up for healthcare coverage.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

5. **Administration of Child Care Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR §2522.250. Members serving in EAPs are not eligible for the childcare benefit. CNCS will not cover childcare costs for members who served on a less than full-time basis, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may contact the childcare contractor for technical assistance. Sub-Grantees can contact the AmeriCorps hotline at 1-800-942-2677 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs (http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps_State_National_Policy_FAQs.pdf) for more detailed information on administering childcare and healthcare benefits.

6. **Notice to Childcare Providers.** The Sub-Grantee must immediately notify CNCS's designated agents in writing, when a member's status changes in a manner that affects the member's eligibility for childcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact the childcare provider on childcare related changes.

G. MEMBER RECORDS AND CONFIDENTIALITY

1. **Recordkeeping.** The Sub-Grantee must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained. CNCS will recognize electronically stored files where:

   The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

   a. Sufficient prevention of unauthorized alterations or erasures of records;

   b. Effective security measures to ensure that only authorized persons have access to records;

   c. Adequate measures designed to prevent physical damage to records; and

d. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

a. Storage of the records in a physically accessible location;

b. Clear and accurate labeling of all records; and

c. Storage of the records in a usable, readable format.

2. **Verification of Eligibility.** Unless an individual social security number and citizenship was verified through the My AmeriCorps Portal, the Sub-Grantee must obtain and maintain documentation as required by 45 CFR §2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

   Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the grantee's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the Sub-Grantee must retain a copy of the supporting evaluation.

3. **Confidential Member Information.** The Sub-Grantee must maintain the confidentiality of information regarding individual members. The Sub-Grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Commission, CNCS and its designated contractors. The Sub-Grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.

4. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of costs.

H. BUDGET AND PROGRAMMATIC CHANGES

1. **Programmatic Changes.** Sub-Grantees must first obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from CNCS may also be required.

   a. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;

   b. Substantial changes in the level of participant supervision;

   c. Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

Upon notification to the Commission and the AmeriCorps Program Office, grantees may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, grantees making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps grant requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, the Commission and CNCS reserve the right to limit or deny disaster-related programmatic changes.

2. **Program Changes for Formula Programs.** The Commission is responsible for approving the above changes for state formula programs.

3. **Budgetary Changes.** The Sub-Grantee must obtain the prior written approval of the Commission and CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways;

   a. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR part 220), A-87 (2 CFR part 225) or A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.

   b. Purchases of Equipment over $5,000 using grant funds, unless specified in the approved application and budget.

   c. Unless the CNCS share of the award is $100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by the Commission and CNCS. The total budget includes both the CNCS and grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

4. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. The CNCS Grants Officers will execute written amendments, and the Sub-Grantee should not assume approvals have been granted unless documentation from the CNCS Grants Office has been received by the Commission. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the CNCS Program Office.

5. **Exceptions for Fixed Amount Grants.** Sub-Grantees with Fixed Amount grants are not subject to the requirements in Section 3, Budgetary Changes.

I. REPORTING REQUIREMENTS

The subgrantee is responsible for the timely submission of periodic financial and progress reports during the budget period and a final financial report.

1. **AmeriCorps Progress Reports (APR).** Sub-Grantees shall complete and submit progress reports using the appropriate electronic system to report on progress toward achievement of its approved performance targets.

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through end of grant year

	or September 30, whichever is sooner.

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final APR 45 days after the budget period end date.

2. **Federal Financial Reports (FFR).** The Sub-Grantee shall complete and submit financial reports in the appropriate electronic system to report the status of all funds. The Sub-Grantee must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through September 30

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final FFR 45 days after the budget period end date.

3. **Reporting Other Federal Funds.** The Sub-Grantee shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subgrantees and operating sites and claimed as match. This information shall be reported annually on the financial report due in October or at the time the final financial report is submitted if the final report is submitted prior to October 15. Fixed Amount grantees are not required to report this information.

4. **Requests for Extensions.** Each Sub-Grantee must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report.

   Extensions of deadlines for financial reports and extensions of deadlines for progress reports may only be granted by the Commission Grants Officers and Grants Management Specialist.

5. **Financial Reports for Fixed Amount Grants.** Fixed Amount grantees are not required to submit financial reports to the Commission, including the final financial report.

J. GRANT PERIOD AND INCREMENTAL FUNDING

For the purposes of the grant, a project period is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, CNCS and the Commission generally make an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a Sub-Grantee's demonstrated capacity to manage a grant and comply with grant requirements, and the availability of Congressional appropriations. CNCS and the Commission reserve the right to adjust the amount of a grant award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A. RESPONSIBILITIES UNDER GRANT ADMINISTRATION

1. **Accountability of the Sub-Grantee.** The Sub-Grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Commission and/or CNCS. The Sub-Grantee is accountable to the Commission and CNCS for its operation of the AmeriCorps Program and the use of CNCS grant funds. The Sub-Grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not shift the responsibility for operating decisions to the Commission.

2. **Subawards.** A Sub-Grantee may make Program Sub-Grants in accordance with the requirements set forth in 45 CFR Part 2541 or 2 CFR Part 215 and 45 CFR Part 2543. The Sub-Grantee must have and implement a plan for oversight and monitoring to ensure that each Program Sub-Grantee and service site has agreed to comply, and is complying, with grant requirements. This includes oversight and monitoring to ensure that AmeriCorps members are not engaging in prohibited activities in 45 CFR § 2520.65.

3. **Notice to Commission.** The Sub-Grantee will notify the appropriate Commission Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Sub-Grantee. The Sub-Grantee will inform the Commission about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The Sub-Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs, or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 (2 CFR part 215) and its implementing regulations (2 CFR Part 205 and 45 CFR Part 2543), as applicable.

2. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.

3. **Audits.** The Sub-Grantee shall adhere to the Audit requirements as stated in Section 12 of these terms and conditions.

C. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS grantees and sub-grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from CNCS management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps Sub-Grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Sub-Grantees should immediately contact the OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsig.gov or by telephone at (800) 452-8210.

D. WHISTLEBLOWER PROTECTION

1. This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
3. The Sub-Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, or employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001.

E. PROGRAM INCOME

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance the grant's non-CNCS share. (See Section 21: Program Income)
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 45 CFR § 2541.250, 45 CFR § 2543.24 or 2 CFR § 215.24, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220 and be deducted from total claimed costs. Sub-Grantees that earn excess income must specify the amount of the excess in the comment box on the federal financial report (FFR).
3. **Fees for Service.** When using assistance under this grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
   a. The service benefits a for-profit entity,
   b. The service falls within the other prohibited activities set forth in these grant provisions, or
   c. The service violates the non-displacement provisions of 45 U.S.C. § 12637 – Nonduplication and Displacement.

4. **Full-Cost and Professional Corps Fixed Amount Grants.** The Sub-Grantee must notify the Commission if it earns program income in excess of the amounts needed to cover all expenditures under the grant. OneStar, along with CNCS when applicable, will determine the disposition of the excess program income.

F. SAFETY

The Sub-Grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

G. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The Sub-Grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Sub-Grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

   Sample language is:

   This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

   (Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the Sub-Grantee) or

   Office of Civil Right and Inclusiveness
   Corporation for National and Community Service
   1201 New York Avenue, NW
   Washington, D.C. 20525
   1-800-833-3722 (TTY and reasonable accommodation line)
   (202) 565-3465 (FAX); eo@cns.gov (e-mail)

   The Sub-Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is **"This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion."** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Records and Compliance Information.** The Sub-Grantee must keep records and make available to the Commission and/or CNCS timely, complete and accurate compliance information to allow the Commission and/or CNCS to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to Program Sub-

Grantees, the Program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.

3. **Obligation to Cooperate**. The Sub-Grantee must cooperate with the Commission and/or CNCS so that the Commission and/or CNCS can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the Commission and/or CNCS during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

H. GRANT PRODUCTS

1. **Sharing Grant Products**. To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.

2. **Acknowledgment of Support.** Publications created by members or grant-funded staff must be consistent with the purposes of the grant. The AmeriCorps logo shall be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

   "This material is based upon work supported by the Corporation for National and Community Service (CNCS) under AmeriCorps Grant No. ____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, OneStar Foundation, CNCS or the AmeriCorps Program."

I. FIXED AMOUNT AWARDS

Fixed amount grants are not subject to the Federal Cost Principles. For Education Award programs (EAP), the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time (MSYs) members specified in the award. For full-cost and Professional Corps Fixed Amount grants, the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final award amount of grant funds that the Sub-Grantee may retain is dependent upon the Sub-Grantee's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by the Commission and/or CNCS. At closeout, the Commission will calculate the final amount of the grant based on Trust documentation. The Commission will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount grants, the Sub-Grantee may request reimbursement for funds based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Annually and at closeout, the Commission will calculate the final amount of the grant for the year or entire project period (at closeout) based on the number of successful completions of terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

J. TRAFFICKING IN PERSONS

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. **Provisions applicable to a recipient that is a private entity.**
   a. You as the Sub-Grantee and your employees may not:
      i. Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
      ii. Procure a commercial sex act during the period of time that the grant is in effect; or
      iii. Use forced labor in the performance of the grant.
   b. CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it,
      i. Is determined you have violated a prohibition in paragraph (a.) of this grant term; or
      ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph (a.) of this grant term through conduct that is either:
         a) Associated with performance under this grant; or
         b) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.
2. **Provisions applicable to a Sub-Grantee other than a private entity.** CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it-
   a. Is determined to have violated an applicable prohibition of paragraph (1.)(a.) of this grant term; or
   b. Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph (1.)(a.)(i.) of this grant term through conduct that is –
      i. Associated with performance under this grant; or
      ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.
3. **Provisions applicable to any Sub-Grantee.**
   a. You must inform the Commission and/or CNCS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.)(a.) of this grant term.
   b. CNCS's right to terminate unilaterally that is described in paragraph (1.) and (2.) of this section:
      i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      ii. Is in addition to all other remedies for noncompliance that are available to us under this grant.

c. You must include the requirement of paragraph (1.)(a.) of this grant term in any sub-grant you make to a private entity.

4. Definitions. For purposes of this grant term:

a. "Employee" means either:

i. An individual employed by you or a Sub-Grantee who is engaged in the performance of the project or program under this grant; or

ii. Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

b. "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

c. "Private entity":

i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

ii. Includes:

a) A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).

b) A for-profit organization.

d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

K. CENTRAL CONTRACTOR REGISTRATION (CCR) AND UNIVERSAL IDENTIFIER REQUIREMENTS

1. Requirements for Central Contractor Registration (CCR): Unless the Sub-Grantee is exempted from this requirement under 2 CFR § 25.110, the Sub-Grantee as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Data Universal Numbering System (DUNS) Numbers: If you make sub-awards under this award, you:

a. Must notify potential Program Sub-Grantee that no entity (see definition in paragraph 3 of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.

b. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.

3. Definitions. For the purpose of this award term:

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a. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at https://www.sam.gov/portal/public/SAM/).

b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dunn and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-706-5711) or the Internet (currently at http://fedgov.dnb.com/webform).

c. Entity as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

   i. A Governmental organization, which is a State, local government, or Indian Tribe;

   ii. A foreign public entity;

   iii. A domestic or foreign nonprofit organization;

   iv. A domestic or foreign for-profit organization;

   v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

d. Subaward:

   i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

   ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

   iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

e. Subrecipient means an entity that:

   i. Receives a subaward from you under this award; and

   ii. Is accountable to you for the use of the Federal funds provided by the subaward.

Attachment A3

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

5/1/2014
Date

Wendy Spencer, Chief Executive Officer

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Created 08-14-14 at 4:18 pm

TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET

Contract #: 58130001980

SAP #: 800359

Check One:	Application Approval: ☐	Permission to Continue: ☐
	Contract Approval: ☑	Status Report: ☐
Check One:	Original: ☐	Amendment: ☑
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	158/010	
Contact Person/Title:	Lisa Glass / Financial Analyst Lead	
Phone Number:	512-854-4594	

Grant Title:	Comprehensive Energy Assistance Program (CEAP)			
Grant Period:	From: 04/01/2014	To: 09/30/2014		
Fund Source:	Federal: ☑	State: ☐	Local: ☐	
Grantor:	Texas Department of Housing and Community Affairs			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☑	No: ☐		
Originating Grantor:	U. S. Department of Health and Human Services			

Budget Categories	Grant Funds	County Cost Share	*Budgeted County Contribution #595010 (Cash Match)*	In-Kind	TOTAL
Personnel:	$ 95,131.00	$ 0.00	$ 0.00	$ 0.00	$ 95,131.00
Operating:	$ 596,729.00	$ 0.00	$ 0.00	$ 0.00	$ 596,729.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Totals:	$ 691,860.00	$ 0.00	$ 0.00	$ 0.00	$ 691,860.00
FTEs:	7.00	0.00	0.00	0.00	7.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	$ 0.00	$ 0.00	$ 0.00	0.00	
	$ 0.00	$ 0.00	$ 0.00	0.00	

Department	Review	Staff Initials	Comments
County Auditor	☒	CS	
County Attorney	☒	MEG	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Number of individuals receiving utility assistance	28,358	15,000	15,000	
2.					
3.					
+ -	Measures for the Grant				
1.	Number of Households receiving utility assistance through the two grant components: Household Crisis and Utility Assistance			2,094	
	Outcome Impact Description	Utility assistance provided by this program is used to address a household energy crisis situation or provide multiple term energy payments for the household in order to achieve energy self-sufficiency.			
2.					
	Outcome Impact Description				
3.					
	Outcome Impact Description				

PBO Recommendation:

Health and Human Services and Veterans Service is requesting Commissioners Court approval of an amendment to a Comprehensive Energy Assistance Program (CEAP) grant with the Texas Department of Housing and Community Affairs (TDHCA). This amendment will increase the grant award by $155,221 to $691,860. The increase is available to Travis County because TDHCA is redistributing unspent FY 2013 CEAP funds to subrecipients across the state. The department will be able to use these funds for applicable expenditures between April 1, 2014 and September 30, 2014.

PBO recommends approval of this grant amendment.

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 program goal is to assist households in need to achieve energy self-sufficiency by providing household heating and cooling energy utility assistance for low-income families or individuals. The households may seek utility assistance to address an energy crisis situation or the situation may need a multiple payment term which is provided by the program guidelines. The program assists households with priority given in no particular order to elderly, persons with disabilities, households with a child 5 years of age or under, households with high energy burden and households with high energy consumption . This program funding helps in meeting the department's goal of achieving energy self-sufficiency for low-income families and individuals within Travis County.

The department utilizes funding from the CEAP program for providing clients with case management services to address other household issues other than those encompassing energy needs.

With this grant funding, TDHCA is redistributing the unspent CEAP funds from 2013 to the state's subrecipients to fully expend the funds as they were intended. This contract amendment 1 increases the award for this grant by $155,221. for the contract period. All CEAP expenses that occur during this time period from April 1, 2014 through September 30, 2014 will use this funding allocation until these funds are exhausted or until the end of this contract period. With the increase of the award for this grant, the funds will be used to assist approximately 470 additional households within Travis County.

This will suspend expending from the current 2014 CEAP grant #800346 (January - December, 2014) until October 1, 2014.

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

No additional funds are required.

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

There is no County match required and no commitment by the Court to fund services if funds are discontinued.

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

This grant's funding source (Texas Department of Housing and Community Affairs) only allows for reimbursement costs related to salaries of current and/or temporary staff performing allowable functions associated with administrative and program services. There is no indirect cost allocation.

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.

Yes

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

N/A

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

Travis County Health and Human Services & Veterans Service Family Support Services division staff performs client eligibility interviews with clients seeking assistance provided by this program and the other programs available through the department. These CEAP grant funds provide household utility assistance through the two utility assistance program components.

The CEAP program funding represents the department's largest program source for utility assistance. Funding made available from this program has a dramatic impact on the number of requests that can be met by the department for utility assistance issues from Travis County residents.

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

Sherri E. Fleming
County Executive
(512) 854-4100
Fax (512) 854-4115

DATE: July 30, 2014

TO: MEMBERS OF THE COMMISSIONERS COURT

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

SUBJECT: Acceptance of 2014 Comprehensive Energy Assistance Program (CEAP) Grant Contract #58130001980 Amendment 1

Proposed Motion: Consider and take appropriate action to approve the contract #58130001980 amendment 1 with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program Grant for 2014.

Summary and Staff Recommendation: Staff requests the acceptance of this contract #58130001980 amendment 1 from the Texas Department of Housing and Community Affairs. This amendment will add $155,221 bringing the total grant award to $691,860. TDHCA is redistributing the unspent 2013 CEAP funds throughout the state of Texas. The department, with this additional funding, should serve approximately 470 additional households with utility assistance within Travis County.

CEAP grant funds are used to respond to requests for utility assistance from County residents who have a household income level at or below 125% of the current Federal Poverty Income Guidelines and who are unable to meet their household energy needs. Priority is given to those households with elderly individuals, persons with disabilities, households with a child 5 years of age or under, households with high energy burden or energy consumption.

Budgetary and Fiscal Impact: We will be able to use the CEAP funds for direct services, administration, and case management services. The funds for direct services will be budgeted in the corresponding indigent utility assistance GL accounts. No matching funds are required. The contract period remains 04/01/14 through 09/30/14. The grant number is 800359.

Background: The Health and Human Services & Veterans Service department has provided the CEAP program and its great value to the community for the past nineteen years. The department coordinates its efforts with other community resources such as faith-based organizations and local agencies providing services to low-income residents of Travis County to ensure residents will attain the assistance they are seeking.

In the current program period of the CEAP grants, the department assisted 2,815 households within Travis County. The operation of this grant allows our department the ability to provide assistance to clients who are experiencing an energy-related hardship, and provide case management services to clients. The aim of such services, to assist clients in obtaining self-sufficiency, is consistent with the goal of the Travis County Health and Human Services and Veterans Service department.

It should be noted the CEAP contract amendment 1 is electronically made available to Travis County. Therefore, in addition to the Commissioners Court authorizing Judge Biscoe to sign the hard copy of the contract amendment, it is also necessary for the Judge to authorize the County Purchasing Agent to sign off on the electronically transmitted contract amendment 1.

cc: Leroy Nellis, Acting County Executive, Planning and Budget Office
Aerin Pfaffenberger, Budget Analyst II, Planning and Budget Office
Nicki Riley, CPA, Travis County Auditor
Cynthia Sayles, Auditor Analyst III, County Auditors Office
Cyd Grimes, C.P.M., C.P.P.O., Travis County Purchasing Agent
Scott Worthington, Business Analyst, Purchasing Department
Mary Etta Gerhardt, Assistant County Attorney
Jim Lehrman, Division Director, Family Support Services

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **1** TO CONTRACT NUMBER **58130001980**
FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

This Amendment No. **1** to Comprehensive Energy Assistance Program Contract Number. **58130001980** ("First Amendment") by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department"), and **Travis County,** a political subdivision of the State of Texas ("Subrecipient"), hereinafter collectively referred to as "Parties", is executed on the respective dates indicated to ratify, confirm and acknowledge the execution date of this First Amendment to be **6/1/2014**.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Comprehensive Energy Assistance Program Contract Number. **58130001980** and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 4. F. Department Obligations, of this Contract is hereby amended to read as follows:

"Section 4. F. Department Obligations. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$691,860.00.**"

SECTION 2.

Exhibit B. Budget, of this Contract is hereby deleted and replaced in its entirety with the attached Exhibit B.

SECTION 3.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Amendment. In the event this First Amendment and the terms of the Contract are in conflict, this First Amendment shall govern, unless it would make the Contract void by law.

SECTION 4.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This First Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 6.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 7.

By signing this First Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

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SECTION 8.

This First Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 9.

This First Amendment shall be effective and memorializes an effective date of **6/1/2014**.

WITNESS OUR HAND EFFECTIVE: **6/1/2014**

SUBRECIPIENT:

Travis County
a political subdivision of the State of Texas

BY: _____ on _____
Samuel T. Biscoe, Travis County Judge Date

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative
Date:

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TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 1 TO CONTRACT NUMBER **58130001980**
FY 2013 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CFDA # 93.568)

EXHIBIT B
BUDGET

Travis County,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 691,860.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 43,241.00	-
Direct Services	$ 648,619.00	-
TOTAL CEAP BUDGET	$ 691,860.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 298,365.00	46.00
Utility Assistance	$ 298,364.00	46.00
Program Services	$ 51,890.00	8.00
TOTAL DIRECT SERVICES	$ 648,619.00	100.00

Subrecipient's service area consists of the following Texas counties:

TRAVIS

General Administrative and coordination of CEAP, including costs and all indirect (overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6.25% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of administrative costs for Program Services, must be paid with nonfederal funds.

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Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable Program Services costs when associated with providing client direct services. Other Program Services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TRAVIS COUNTY

FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: ☐	Permission to Continue: ☑
	Contract Approval: ☐	Status Report: ☐
Check One:	Original: ☑	Amendment: ☐
Check One:	New Grant: ☐	Continuation Grant: ☑
Department/Division:	139/Travis County Adult Probation	
Contact Person/Title:	Christie Williams, Social Services Program Coordinator	
Phone Number:	512-854-3551	

Grant Title:	Travis County Adult Probation DWI Court			
Grant Period:	From: Sep 1, 2014	To: Aug 31, 2015		
Fund Source:	Federal: ☐	State: ☑	Local: ☐	
Grantor:	Texas Office of the Governor- Criminal Justice Division			
Will County provide grant funds to a sub-recipient?	Yes: ☐	No: ☑		
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: ☐	No: ☑		
Originating Grantor:				

Budget Categories	Grant Funds	County Cost Share	***Budgeted County Contribution #595010 (Cash Match)***	In-Kind	**TOTAL**
Personnel:	$ 242,175.00	$ 0.00	$ 0.00	$ 0.00	$ 242,175.00
Operating:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Capital Equipment:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Indirect Costs:	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Totals:	$ 242,175.00	$ 0.00	$ 0.00	$ 0.00	$ 242,175.00
FTEs:	4.00	0.00	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
1390010001	$ 19,168.00	$ 0.00	$ 19,168.00	0.00	Sep 30, 2014
1390010001	$ 38,337.00	$ 0.00	$ 38,337.00	0.00	Nov 30, 2014

Department	Review	Staff Initials	Comments
County Auditor	☒	MG	
County Attorney	☐	N/A	

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
+ -	Applicable Departmental Measures				
1.	Maintain a DWI Court completion rate of 70% or higher	80%	75%	75%	75%
2.					
3.					
+ -	Measures for the Grant				
1.	Number of new enrollments	56	54	50	50
	Outcome Impact Description				
2.	Number of Successful Completions	33	53	48	48
	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 2014 to support personnel costs to continue 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.

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	North Unit	Mental Health Unit	South Unit	SMART
411 W. 13th Street, Suite 400 Austin, TX 78701 512-854-4600 512-854-4606 Fax	10409 Burnet Rd Austin, TX 78758 512-854-9775 512-854-4533 Fax	4920 IH 35 North Suite 110 Austin, TX 78751 512-854-1800 512-854-4612 Fax	4011 McKinney Falls Pkwy Suite 1300 Austin, TX 78744 512-854-CSCD (2723) 512-854-4612 Fax	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

Charles R. Robinson, Director
Rosie Ramón-Durán, Assistant Director

MEMORANDUM

TO: Commissioner's Court

FROM: Christie Williams
Social Services Program Coordinator

DATE: August 4, 2014

SUBJECT: Permission to Continue- Office of the Governor DWI Court Grant

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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 2014. 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: Charles Robinson
Rosie Ramón-Durán
Robert Klepac

Travis County Commissioners Court Agenda Request

Meeting Date: 8/19/14
Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822
Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:
Consider and take appropriate action on the following items for Human Resources Management Department:

Proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Todd L. Osburn at 854-2744.

STAFF RECOMMENDATIONS:
N/A

ISSUES AND OPPORTUNITIES:
N/A

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

REQUIRED AUTHORIZATIONS:
Todd Osburn, Human Resources Management Department, 854-2744
Debbie Maynor, Human Resources Management Department, 854-9170
Leroy Nellis, 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.

Created 08-14-14 at 4:18 pm

HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX (512) 854-9757

August 19, 2014

ITEM # :

DATE: August 8, 2014

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: Leroy Nellis, County Executive, Planning and Budget

FROM: Debbie Maynor, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Debbie Maynor at 854-9170 or Todd L. Osburn at 854-2744.

LN/DM/TLO

Attachments
cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

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
New Hire	New Hire	08/11/2014	N/A	N/A	1700 - Transportation and Nat Rsrc	30004640 / School Crossing Guard / 2 - Temporary / 05 - Hourly - Retmt / GRD11 / 00 / $13.00
New Hire	New Hire	08/05/2014	N/A	N/A	1750 - Criminal Justice Planning	30052729 / Social Services Program S / 2 - Temporary / 06 - Hourly - No Bnf / GRD17 / 00 / $20.00
New Hire	New Hire	08/04/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052730 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / $12.71
New Hire	New Hire	08/04/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052753 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / $12.71
New Hire	New Hire	08/04/2014	N/A	N/A	1800 - Rcd Mgmt and Comm Rsrc	30052754 / Imaging Production Tech / 2 - Temporary / 06 - Hourly - No Bnf / GRD11 / 00 / $12.71
New Hire	New Hire	08/11/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30052726 / Interpreter Sign Language / 2 - Temporary / 05 - Hourly - Retmt / GRD19 / 00 / $23.00

Created 08-14-14 at 4:18 pm

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
New Hire	New Hire	08/11/2014	N/A	N/A	3500 - Sheriff	30003152 / Dispatch Specialist 911 / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $43,260.67
New Hire	New Hire	08/12/2014	N/A	N/A	3500 - Sheriff	30002621 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50
New Hire	New Hire	08/12/2014	N/A	N/A	3500 - Sheriff	30002650 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50
Re-Hire	Re-Hire	08/11/2014	N/A	N/A	3410 - Justice of the Peace Pct 3	30001676 / Office Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / $24,681.49
Re-Hire	Re-Hire	08/04/2014	N/A	N/A	3470 - Constable Pct 5	30001851 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $35,692.80
Re-Hire	Re-Hire	08/05/2014	N/A	N/A	3470 - Constable Pct 5	30051476 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / $12.45
Mobility	Career Ladder	08/05/2014	3100 - County Attorney	30000768 / Attorney I / 1 - Regular / 01 - Full Time Exempt / GRD22 / 00 / $57,246.22	3100 - County Attorney	30000720 / Attorney II / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / $60,108.53

Created 08-14-14 at 4:18 pm

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
Mobility	Career Ladder	07/08/2014	3500 - Sheriff (Correction for Pers. Amend. 7/22/14)	30003366 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 03 / $54,414.67	3500 - Sheriff	30003366 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 03 / $58,681.38
Mobility	Interdpt Change	08/12/2014	3650 - Juvenile Probation	30004280 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $39,027.03	3500 - Sheriff	30002653 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50
Mobility	Promotion	08/01/2014	3200 - District Clerk	30001104 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $34,899.70	3200 - District Clerk	30001100 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $38,605.61
Mobility	Promotion	08/01/2014	3300 - District Attorney	30001280 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $31,145.99	3300 - District Attorney	30001286 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $34,608.50
Mobility	Promotion	08/01/2014	3300 - District Attorney	30001287 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $37,708.55	3300 - District Attorney	30001303 / Legal Secretary / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $41,479.41
Mobility	Promotion	07/30/2014	3405 - Justice of the Peace Pct 2	30001638 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $34,767.21	3405 - Justice of the Peace Pct 2	30001644 / Court Clerk II / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / $35,787.21
Mobility	Promotion	08/01/2014	3500 - Sheriff	30001984 / Certified Nursing Asst / 1 - Regular / 02 - Full Time Non-Exempt / GRD10 / 00 / $28,040.73	3500 - Sheriff	30001995 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $35,692.80

Created 08-14-14 at 4:18 pm

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
Mobility	Promotion	08/01/2014	3500 - Sheriff	30006029 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / $37,042.72	3500 - Sheriff	30002458 / Corrections Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / $38,919.50

Created 08-14-14 at 4:18 pm

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

August 19, 2014

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Norman McRee/854-4821
Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive - Succession
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $1,589,396.03 for the period of August 1 to August 7, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $1,589,396.03.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – $1,589,396.03

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Jessica Rio, 854-9106

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	August 19, 2014
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 1 to August 7, 2014
REIMBURSEMENT REQUESTED FOR THIS PERIOD:	$1,589,396.03
HRMD RECOMMENDATION:	The Director or Benefits Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of $1,589,396.03.

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 1, 2014 TO AUGUST 7, 2014

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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.

Created 08-14-14 at 4:18 pm

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE:	August 19, 2014
TO:	Nicki Riley, County Auditor
FROM:	Norman McRee, HR Financial Analyst
COUNTY DEPT.	Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:

FROM:	August 1, 2014
TO:	August 7, 2014

REIMBURSEMENT REQUESTED: $ 1,589,396.03

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	$	2,476,457.74
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Aug 12, 2014	$	(887,061.71)
SAP corr	$	-
Misc Adj	$	-
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK:**	**$**	**1,589,396.03**
TRANSFER OF FUNDS REQUESTED:	**$**	**1,589,396.03**

The claims have been audited for eligibility and all were eligible in the period covered by the claim.

All claims over $25,000 (4 this week totaling $65,460.08) have been audited for data entry accuracy and the following information is correct for each claim audited: date of service, eligibility, nature of service, name of and amount billed by provider, amount billed by date and amount paid by UHC.

Fifteen percent (15%) of all claims under $25,000 ($232,460.46) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

All claims have been reviewed to determine if they have exceeded the $275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total $560,879.03.

All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

I certify that all data listed on this recommendation for transfer of funds is correct and that the payments shown have been made solely for the purpose of health insurance claims.

Debbie Maynor, Director, HRMD — Date 8.11.2014.

John Rabb, Benefits Manager — Date 8/11/14

Shannon Steele, Benefits Administrator — Date 8/11/14

Norman McRee, Financial Analyst — Date 8/11/14

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

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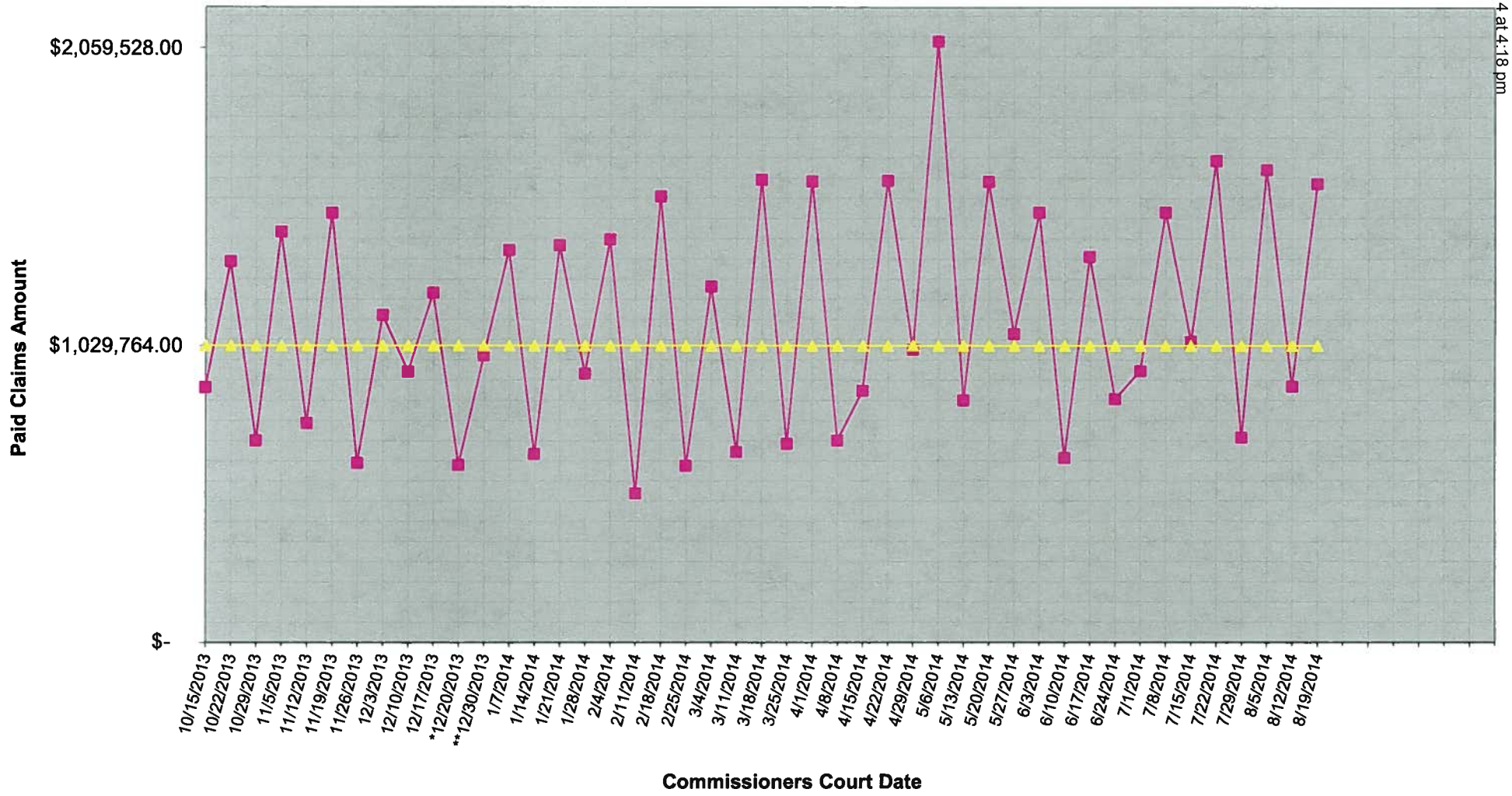
Travis County Employee Benefit Plan
FY14 Paid Claims vs Weekly Claims Budget of $1,029,764.52



2

Created 08-14-14 at 4:18 pm

Travis County Employee Benefit Plan
FY14 Weekly Paid Claims VS Weekly Budgeted Amount

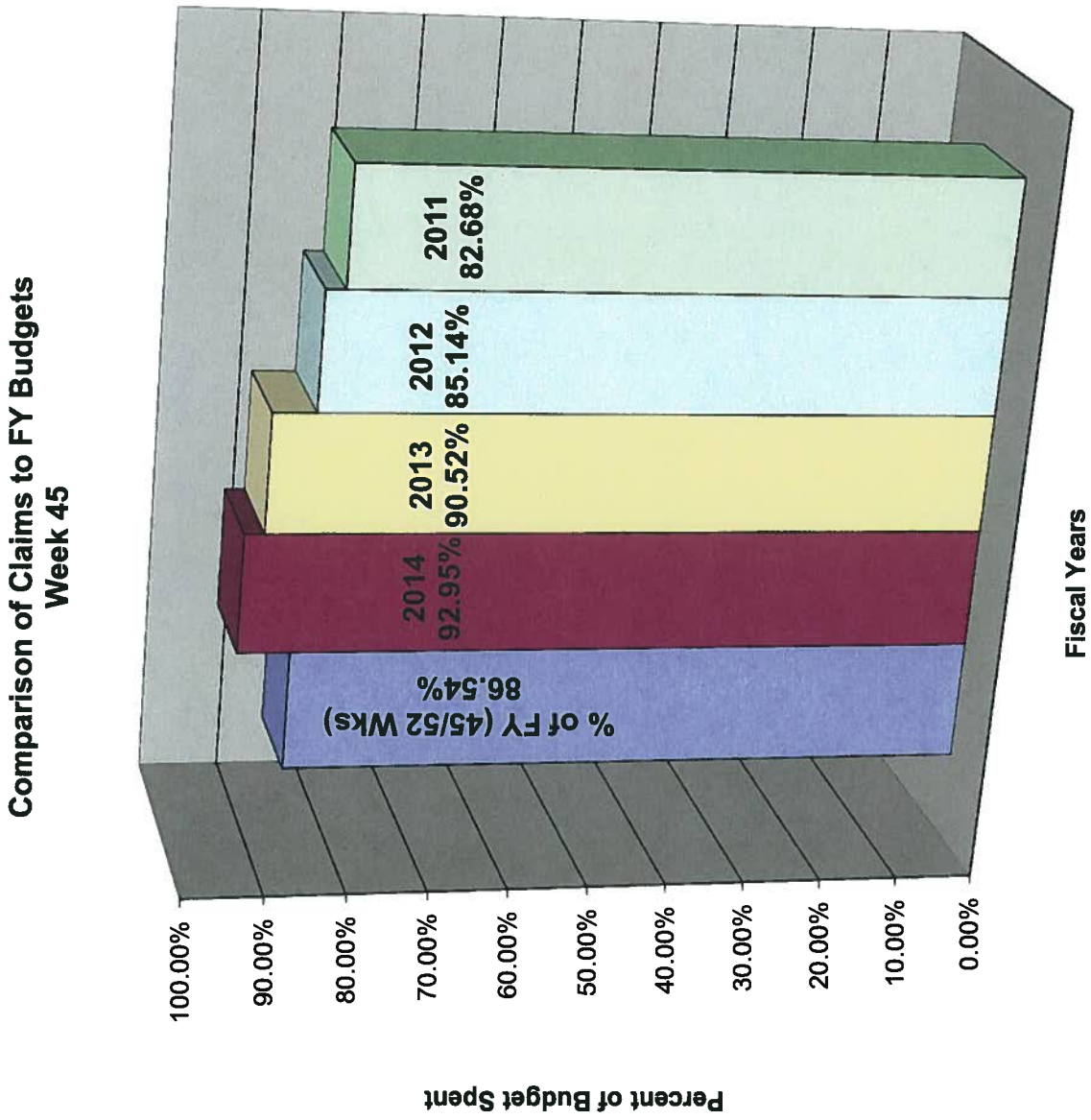
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	$ 885,221.27	$ 1,029,764.52	5	$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	$ 1,321,181.23	$ 1,029,764.52	1	$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	$ 701,263.92	$ 1,029,764.52	1	$ 82,224.03	5.43%	6.07%
4	10/18/2013	10/24/2013	11/5/2013	$ 1,423,282.56	$ 1,029,764.52	4	$ 168,709.40	8.09%	8.24%
5	10/25/2013	10/31/2013	11/12/2013	$ 761,418.64	$ 1,029,764.52	2	$ 106,445.83	9.51%	9.25%
6	11/1/2013	11/7/2013	11/19/2013	$ 1,488,394.58	$ 1,029,764.52	3	$ 109,031.75	12.29%	13.29%
7	11/8/2013	11/14/2013	11/26/2013	$ 622,321.91	$ 1,029,764.52	1	$ 29,825.79	13.45%	15.02%
8	11/15/2013	11/21/2013	12/3/2013	$ 1,135,426.11	$ 1,029,764.52	1	$ 40,089.30	15.57%	17.32%
9	11/22/2013	11/28/2013	12/10/2013	$ 940,233.39	$ 1,029,764.52	2	$ 222,703.69	16.28%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	$ 1,212,118.51	$ 1,029,764.52	5	$ 182,392.18	18.54%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	$ 615,656.75	$ 1,029,764.52	3	$ 107,366.02	19.69%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	$ 995,001.70	$ 1,029,764.52	3	$ 358,745.50	21.55%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	$ 1,360,704.88	$ 1,029,764.52	3	$ 222,051.40	24.09%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	$ 653,436.13	$ 1,029,764.52	1	$ 28,139.66	25.31%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	$ 1,376,963.18	$ 1,029,764.52	4	$ 155,466.04	27.88%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	$ 932,402.70	$ 1,029,764.52	5	$ 310,357.04	29.63%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	$ 1,396,783.17	$ 1,029,764.52	2	$ 80,497.62	32.23%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	$ 515,683.34	$ 1,029,764.52	2	$ 130,646.43	33.20%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	$ 1,545,248.14	$ 1,029,764.52	4	$ 214,487.53	36.08%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	$ 611,759.43	$ 1,029,764.52	0	$ -	37.23%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	$ 1,233,909.99	$ 1,029,764.52	4	$ 133,153.83	39.53%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	$ 660,394.37	$ 1,029,764.52	1	$ 32,174.24	40.76%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	$ 1,603,217.96	$ 1,029,764.52	7	$ 331,213.98	43.76%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	$ 688,786.64	$ 1,029,764.52	3	$ 141,879.50	45.04%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	$ 1,597,535.37	$ 1,029,764.52	3	$ 173,339.16	48.03%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	$ 700,301.00	$ 1,029,764.52	3	$ 92,139.61	49.33%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	$ 872,967.78	$ 1,029,764.52	4	$ 143,618.18	50.97%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	$ 1,599,892.53	$ 1,029,764.52	3	$ 152,608.89	53.95%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	$ 1,015,027.15	$ 1,029,764.52	3	$ 269,777.73	55.85%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	$ 2,082,333.51	$ 1,029,764.52	9	$ 512,959.72	59.74%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	$ 839,403.51	$ 1,029,764.52	4	$ 141,146.67	61.30%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	$ 1,596,258.02	$ 1,029,764.52	5	$ 305,545.38	64.29%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	$ 1,069,244.41	$ 1,029,764.52	8	$ 463,508.51	66.28%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	$ 1,489,967.60	$ 1,029,764.52	5	$ 289,392.05	69.07%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	$ 639,722.30	$ 1,029,764.52	2	$ 78,377.52	70.26%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	$ 1,337,350.68	$ 1,029,764.52	4	$ 132,451.05	72.76%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	$ 844,172.67	$ 1,029,764.52	4	$ 129,722.57	74.33%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	$ 940,920.56	$ 1,029,764.52	4	$ 307,321.73	76.09%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	$ 1,490,398.86	$ 1,029,764.52	3	$ 180,002.56	78.87%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	$ 1,043,035.09	$ 1,029,764.52	4	$ 267,094.15	80.82%	79.05%
41	7/4/2014	7/10/2014	7/22/2014	$ 1,669,083.12	$ 1,029,764.52	5	$ 365,585.39	83.94%	81.51%
42	7/11/2014	7/17/2014	7/29/2014	$ 710,444.24	$ 1,029,764.52	1	$ 32,174.24	85.27%	83.03%
43	7/18/2014	7/24/2014	8/5/2014	$ 1,637,961.39	$ 1,029,764.52	9	$ 528,340.69	88.32%	85.84%
44	7/25/2014	7/31/2014	8/12/2014	$ 887,061.71	$ 1,029,764.52	4	$ 242,450.68	89.98%	87.80%
45	8/1/2014	8/7/2014	8/19/2014	$ 1,589,396.03	$ 1,029,764.52	2	$ 65,460.08	92.95%	90.52%
46									
47									
48									
49									
50									
51									
52									

Claims (net) & Budget to Date	$ 49,772,409.00	$ 46,339,403.37
Gross Paid Claims over (under) Original Budget		$ 3,433,005.63

stop loss $ (560,879.03)

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

*Friday due to Holiday
**Monday due to Holiday


Comparison of Claims to FY Budgets
Week 45
100.00%
90.00%
80.00%
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
Percent of Budget Spent
% of FY (45/52 Wks)
86.54%
2014
92.95%
2013
90.52%
2012
85.14%
2011
82.68%
Fiscal Years

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CISCO

Secured Message

Reply ReplyAll

From: SIFSFAX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: August 8, 2014 5:55:49 AM GMT
Subject: Secure Message from sifsfax@uhc.com

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-08-08 REQUEST AMOUNT: $2,476,457.74

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: 2014-08-07	$223,973.59
- REQUIRED BALANCE TO BE MAINTAINED:	$2,668,041.00
+ PRIOR DAY REQUEST:	$00.00
= UNDER DEPOSIT:	$2,444,067.41
+ CURRENT DAY NET CHARGE:	$32,390.33
+ ISSUED CREDIT AMOUNT:	$00.00
+ FUNDING ADJUSTMENTS:	$00.00
REQUEST AMOUNT:	$2,476,457.74

ACTIVITY FOR WORK DAY: 2014-08-01

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	$72,473.39	$00.00	$72,473.39
5972	$110.69	$00.00	$110.69
TOTAL:	$72,584.08	$00.00	$72,584.08

ACTIVITY FOR WORK DAY: 2014-08-04

CUST NON NET

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_08_07

Created 08-14-14 at 4:18 pm

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	(363.35)	A1	4257444	AH	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(363.96)	A1	4221832	AE	7	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(364.68)	A1	4278659	AH	7	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(368.77)	A1	4248325	AH	6	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(369.03)	A1	4309463	AH	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(375.53)	A1	4240899	AH	6	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(381.78)	A1	4227602	AH	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(381.78)	A1	4221047	AH	3	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(382.51)	A1	4299024	AE	6	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(424.60)	A1	4295826	AH	8	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(481.67)	QG	32294019	AH	6	7/30/2014	50	8/5/2014	8/7/2014
701254	632	(512.74)	A1	4230231	AH	6	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(562.17)	A1	4293633	AA	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(776.91)	A1	4284065	AH	9	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(812.46)	A1	4309959	AH	5	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(875.91)	A1	4227610	AH	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(985.47)	A1	4272356	AA	12	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(1,202.70)	A1	4250154	AH	1	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(1,639.88)	A1	4289498	AA	11	8/1/2014	200	8/7/2014	8/7/2014
701254	632	(3,955.01)	QG	2754378	AA	8	8/1/2014	50	8/7/2014	8/7/2014

$ 1,589,396.03

6

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 8/7/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
Total:	$0.00							

Created 08-14-14 at 4:18 pm

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/7/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	$ 243,032.45	
	RR	1110068956	516110	$ 48,703.49	
			Total CEPO		$ 291,735.94
EPO	EE	1110068956	516030	$ 229,065.89	
	RR	1110068956	516130	$ 76,005.57	
			Total EPO		$ 305,071.46
PPO	EE	1110068956	516020	$ 854,396.06	
	RR	1110068956	516120	$ 138,192.57	
			Total PPO		$ 992,588.63
			Grand Total		$ 1,589,396.03

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2013
Prepared By/Phone Number: Thelma Riley/Debbie Maynor/ 854-9170
Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive, Planning and Budget/ 854-9066
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

In accordance with the Travis County Policies, Procedures and Regulations Manual, Sections 10.043 Holidays and 10.044 Personal Holidays, respectively, discuss and approve Holidays effective October 1, 2014 through December 31, 2015.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court updates the Travis County holiday schedule during the budget process for the new fiscal year and the remainder of each calendar year. Such action is in accordance with Travis County Policies, Procedures and Regulations Manual, Sections 10.043 and 10.044.

It has been the tradition of Travis County to offer employees at least eleven (11) designated paid holidays and three (3) personal holidays in accordance with Travis County Policies, Procedures and Regulations Manual.

Designated holidays that fall on a Saturday or Sunday have been generally scheduled for observance on a Friday or Monday.

STAFF RECOMMENDATIONS:

Upon approval, HRMD will distribute the holiday schedule to all employees via Personnel Liaisons of Elected/Appointed Officials and Department Heads. The proposed holiday schedule for the period October 1, 2014 through December 31, 2015 is attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no budgetary or fiscal impact.

REQUIRED AUTHORIZATIONS:

Norman McRee, Financial Lead, HRMD, 854-4822
Debbie Maynor, Director, HRMD, 854-9170
Leroy Nellis, County Executive, PBO, 854-9106
David Salazar, County Judge's Office, 854-9555

TRAVIS COUNTY HOLIDAYS

October 1, 2014 through December 31, 2015

Holiday	Month, Day, Year	Day of the Week
Veteran's Day	November 11, 2014	Tuesday
Thanksgiving Day Observed	November 27 & 28, 2014	Thursday & Friday
Christmas Observed	December 25 & 26, 2014	Thursday & Friday
New Year's Day	January 1, 2015	Thursday
Martin Luther King, Jr. Day	January 19, 2015	Monday
Presidents' Day	February 16, 2015	Monday
Memorial Day	May 25, 2015	Monday
Independence Day Observed	July 3, 2015	Friday
Labor Day	September 7, 2015	Monday

Additional holidays for the remainder of Calendar Year 2015

Veteran's Day	November 11, 2015	Wednesday
Thanksgiving Day Observed	November 26 & 27, 2015	Thursday & Friday
Christmas Day Observed	December 24 & 25, 2015	Thursday & Friday

In addition to the eleven (11) paid designated holidays per fiscal year, eligible employees receive up to three (3) paid personal holidays in accordance with Travis County Policies, Procedures and Regulations Manual, Section 10.044, Personal Holidays.

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: John Rabb HRMD, 854-2742
Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive
Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following:

A. Appointment of one new member to the Employees Health Benefits Fund Appeal Panel; and

B. Post an Appeal Panel Hearing as required by Chapter 17, Section 17.050, on final receipt of all documentation required for consideration of appeal related to denial of coverage for services not covered from the Travis County Employees Heath Fund Benefits Plan and failure to file timely.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached documentation.

STAFF RECOMMENDATIONS:

HRMD Staff recommends approval of the panel nominee and scheduling of the hearing.

ISSUES AND OPPORTUNITIES:

The appeal has complied with preliminary requirements before filing their appeals under Chapter 17, Section 17.050.

FISCAL IMPACT AND SOURCE OF FUNDING:

No funding is required for the approval of this item.

REQUIRED AUTHORIZATIONS:

Human Resources Management	John Rabb, 854-2742
Human Resources Management	Debbie Maynor, 854-9170
Planning and Budget Office	Leroy Nellis, 854-9106

Human Resources Management

700 Lavaca Street, Suite 420 • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-6677

Backup Memorandum

DATE: August 19, 2014

TO: Members of the Commissioners Court

VIA: Leroy Nellis, County Executive, Planning and Budget Office

FROM: John Rabb, Benefits Manager

SUBJECT: **Appointment of new Appeal Panel member and post an Appeal Panel Hearing.**

Proposed Motion

Consider and take appropriate action on the following:

A. Appointment of one new member to the Employees Health Benefits Fund Appeal Panel; and

B. Post an Appeal Panel Hearing as required by Chapter 17, Section 17.050, on final receipt of all documentation required for consideration of appeal related to denial of coverage for services not covered from the Travis County Employees Heath Fund Benefits Plan and failure to file timely.

Summary

The last appeal panel hearing occurred in 2011. In addition to the two panel members from that hearing, we are requesting the addition of Christopher Postiglione, R.N. to the panel. Christopher would be another member of the panel who carries similar credentials as existing members and is medically trained and licensed in his respective discipline. The Appeals Committee which conducts the appeals hearing is made up of the Benefits Manager and two members of the appeal panel. Adding the additional member to the panel will help with availability and reducing scheduling conflicts.

The Hearing date and time will be scheduled and posted upon receipt of all documentation required for the appeal. The appellant has submitted a majority of the required forms and information and we anticipate the last of the required forms will be returned within the week. Per Section 17.050 the Hearing must be heard within 7 days. The Hearing will be called to order followed by reading each appeal into the record. The hearing will recess to executive session where rules for Protected Health Information will be enforced. The following appeals will be scheduled for hearing:

Adjudicate appeal related to denial of coverage for services not covered from the Travis County Employees Heath Fund Benefits Plan and failure to file timely.

Staff Recommendation:

HRMD Staff recommends approval of the panel nominee and scheduling of the appeals hearing.

Issues and Opportunities:

Both appeals have complied with preliminary requirements before filing their appeals under Chapter 17, Section 17.050.

Budgetary and Fiscal Impact

There is no fiscal impact to Travis County.

Attachments

Chapter 17, Section 17.050

§ 17.050 Procedure For Invoking The Appeal Process

(a) The determination of whether an appeal is to be approved is in the discretion of the panel of the Appeals Committee that considers the appeal.

(b) Commissioners Court shall establish an Appeals Committee. The Appeals Committee shall be composed of licensed medical practitioners, with knowledge and experience in varied areas of medicine and the Risk Manager. Commissioners Court shall appoint the members of the Appeals Committee as needed to serve until the appointee resigns.

(c) A panel of three members of the Appeals Committee shall determine each appeal. The Risk Manager shall establish a panel of the Appeals Committee within one business day after receipt of an appeal. Each panel shall include at least one licensed medical practitioner with expertise that is appropriate to the medical issue being appealed. In addition, each panel shall include the Risk Manager. In addition to the members of the panel, there will be a representative of the County Attorney at each appeal hearing. This representative does not have the right to vote on the determination of any appeal. Notice of the meetings of a panel of the Appeals Committee shall be posted in compliance with the Texas Open Meetings Act. TEX. GOV'T CODE ANN., ch. 551.

(d) All information provided in any appeal filed and all discussions about any appeal by panels of the Appeal Committee shall be kept confidential.

(e) Employees shall not file an appeal under this section until all appeal procedures available through the Claims Administrator have been exhausted.

(f) Appeals must be filed with the Risk Manager at HRMD within 30 days after receipt of a final written denial of benefits from the Claims Administrator. Appeals must be in writing and provide at least the following:

(1) The name and the social security number of the employee,

(2) The name of the person whose care is being appealed,

(3) The name and address of the medical providers involved,

(4) A clear statement of the level of service requested and the amount of indemnity requested,

(5) A detailed explanation of the reasons that the appeal should be considered,

(6) Copies of all documents previously submitted for consideration to the Claims Administrator for review of the Claim,

(7) An authorization for release of medical information to the Risk Manager, the panel of the Appeals Committee hearing the appeal, and the County Attorney advising the panel, and

(8) An authorization for review and discussion of medical information by the Risk Manager, the panel of the Appeals Committee hearing the appeal, and the County Attorney advising the panel as necessary to hear and determine the appeal.

(g) Appeals should be enclosed in a sealed envelope or a sealed box and marked "Confidential Appeal" to facilitate maintaining the confidentiality of the information provided. Appeals so marked shall not be opened by anyone except the Risk Manager or the Director of HRMD.

(h) A panel of the Appeals Committee shall hear the appeal and make a determination about the appeal and issue a written decision with reasons for it within 7 business days of receiving a completed, written appeal. Written decisions of a panel of the Appeal Committee shall not include personal identification information. The Employee filing the appeal may be present and is allowed to present information to the Appeals Committee. The Employee filing the appeal may present information to the Appeals Committee in writing. The Employee filing the appeal may also present information in person at the hearing of the appeal.

(i) HRMD is responsible for facilitating the hearing process, including setting the time, location, and agenda; posting any notices required by the Texas Open Meetings Act (Tex. Gov't Code Ann., ch. 551); preparing copies of the appeals for the members of the panel; providing medical expertise as needed by the members of the panel; and providing the clerical assistance for preparation of the written decision of the panel. All personal identification information shall be redacted before distribution to the panel.

Travis County Commissioners Court Agenda Request

Meeting Date: August 12, 2014
Prepared By/Phone Number: Mark Gilbert, Sr. Planner/854-1161
Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive, Planning and Budget/854-9066 — for Leroy Nellis
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Travis County employee parking issues in the central business district:

a. Amendments to Chapter 11 of the Travis County Code (Parking Policy).
b. Effective date for Commute Options Benefit Program

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On March 18, 2014, the Commissioners Court took action on employee parking issues in the central business district. Actions included 1) approval for the expansion of zoned parking to all county-owned parking facilities in the central business district; 2) approval of a new Commute Options Benefit Program; and 3) direction to return with amendments to Chapter 11 of the Travis County Code (Parking Policy) to reflect approved changes.

The parking implementation committee has rewritten language in Chapter 11 to reflect approved changes. Representatives from county departments affected by the changes provided input to ensure proposed amendments met their business needs. The committee heard from the Sheriff's Office, Justice of the Peace 5, Office of Children's Representation, District Clerk, Adult Probation, Pretrial Services, Drug Court, Domestic Relations, Counseling and Education Services, Office of Parental Representation, the County Clerk, District Attorney, and County Attorney. The committee believes the current proposed language meets county and departmental objectives.

The Commissioners Court also approved the Commute Options Benefit Program with direction to staff to implement the program effective October 1, 2014. This program will allow county employees in the central business district to forego access to county parking for a monthly benefit of $100 gross dollars. Theoretically, this will promote alternative transportation among county employees while allowing future excess parking capacity to be leased out. To effectively implement this program, staff recommends delaying the implementation date of October 1st until full implementation of the zoned parking expansion, which is expected to eliminate the parking waitlist and should occur sometime in Fiscal Year 2015. Staff recommends re-evaluating employee parking management options in the central business district at that time prior to implementing a Commute Options Benefit Program.

STAFF RECOMMENDATIONS:

Approve amendments to Chapter 11 of the Travis County Code (Parking Policy) and delay implementation of the Commute Options Benefit Program until completion of zoned parking expansion.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING:

No fiscal impact for amendments to Chapter 11, though implementation of zoned parking as soon of possible is critical to ensuring employees whose private leases have been eliminated can be accommodated successfully.

Delaying the effective date of the Commute Options Benefit Program will result in significant financial savings, as implementation prior to zoned parking expansion would result in a large number of employees participating at a cost of $122 per month per employee without corresponding new parking capacity.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, County Executive, Planning and Budget/854-9066

Zoned Parking: Frequently Asked Questions

On March 18th, 2014, the Commissioners Court voted in favor of expanding zoned parking to all facilities in the Travis County Central Campus.

Employees who currently have assigned parking in the Central Campus will transition to zoned access within the same garage or parking lot. These employees will receive a hangtag for general zone access to their garage or lot.

Waitlisted employees will slowly be allocated where additional space is available, as close to their place of work as possible.

Why is parking changing?

County parking infrastructure is underutilized. The San Antonio and Granger Parking Garages, for example, are on average 30% to 35% vacant, respectively, based on multiple months of counts throughout the day. In fact, there are on average 400 vacant spaces in the county's central business district parking garages and lots.

At the same time, there is a waitlist of county employees to receive parking. Currently, there are 320 individuals waiting for parking access. Many of these individuals are forced to spend upwards of $150 per month to purchase parking privately. This is particularly unfortunate given that audits verify that Travis County has space to accommodate them.

How does zoned parking accommodate more people?

Employees work different schedules. In addition to working different hours, they take different sick days, vacation days, work-from-home days, lunch breaks, and have different off-site meetings. Many employees do not drive every day, opting to sometimes carpool, take transit, or get dropped off. As a result, assigned parking leaves many spaces vacant. Based on both studies and experience, we are certain that 20% to 40% more individuals can be accommodated through zoned parking.

How will this be implemented?

Employees will continue to park in the same garage or parking lot as they do today. The Parking Administrator will issue the employee a parking hangtag for that specific garage or lot, which the employee will display in their vehicle.

In the beginning, only a few additional employees will be allocated parking. The Parking Administrator has been benchmarking utilization rates multiple times per day for parking garages and lots and will continue to do so as additional employees are allocated parking. Any additional parking allocations will be done gradually to ensure capacity is always available so that employees are always able to find a parking space in their assigned garage or lot.

When is this happening?

The start date planned for October 1st. Hangtags will be issued to employees in September.

What if I forget my new hangtag?

If you forget your hangtag, change your vehicle, use a rental vehicle, or other issues arise, contact the Parking Administrator.

How will compliance be ensured?

Facilities Management will monitor lots and garages every day to ensure compliance, looking for hangtags that indicate permission to park in a specific location, and cross-referencing with license plate data in questionable cases. If a vehicle does not have a hangtag, the Parking Administrator will investigate the situation.

Will the Granger or San Antonio Garages be getting access control gates?

Funding is available for access improvements, but these will not be added for initial implementation.

I feel like I will waste a lot of time searching for parking.

County experience with zoned parking in 700 Lavaca has proven that most employees park in the same space or adjacent spaces every day that they drive, regardless of arrival time. Satisfaction with the 700 Lavaca Garage has been universally positive.

Will anybody still have an assigned space?

No. All parking will be reorganized into three zones: an elected official zone, a business zone, and an employee zone.

I still have other questions. Who do I contact?

Please send your questions to parking@co.travis.tx.us and staff will respond promptly.

Chapter 11. Parking[1]

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11.001 Purpose

(a) The purpose of this Chapter 11 is to:

(1) codify the policy and associated procedures that Travis County uses to allocate limited parking resources;

(2) implement and enforce such policy and procedures in an efficient, transparent and effective manner; and

(3) provide parking facilities or arrangements for Travis County employees in a consistent, rational and equitable manner.

(b) The scope of this policy is limited to County Parking Facilities located in the CBD.

(c) This Chapter 11 will also be known as the "Parking Policy."

11.002 Definitions

In this chapter:

(1) "Business Zone" means an area in a County Parking Facility set aside for the following users, subject to the Parking Administrator's instructions and approval:

(A) Contractors: Individuals under contract with the County.

(B) Non-CBD County Employees: County employees whose primary place of work is outside of the CBD and who are on official business.

(C) County-Owned Vehicles.

(D) Others, including members of the Public.

(2) "Carpool" means a group of two or more County employees riding in the same vehicle to their workplace at least three out of five County work days a week.

[1] Chapter 11 was replaced by Travis County Commissioners Court on August #, 2014, Item ###.

(3) "Central Business District" ("CBD") means the downtown section of the City of Austin with boundaries of 3rd Street to the South, Martin Luther King Blvd. to the North, Congress Avenue to the East, Lamar Blvd to the West (including adjoining County owned tracts).

(4) "Commissioners Court" means the Travis County Commissioners Court.

(5) "County" means Travis County.

(6) "County Executive" means the director, or equivalent, of the following County departments or offices whose primary location, on the date of adoption of this policy, is within the downtown central campus: Planning and Budget, Transportation and Natural Resources, Justice and Public Safety. This term will be extended to include any County Executive whose department or office relocates to the downtown central campus from another location in the County.

(7) "County-Owned Vehicles" means those vehicles owned by the County or privately-owned vehicles covered by the County's risk pool.

(8) "County Parking Facilities" means the complete inventory of parking facilities located in the CBD.

(9) "Elected and Appointed Officials" means County Executives and the individuals holding the following offices so long as the primary location of the office is within the downtown central campus: Auditor, Commissioner, Constable, County Attorney, County Judge, District Attorney, District Clerk, Judge (elected, associate, visiting), Justice of the Peace, Purchasing Agent, Treasurer, Director of Community Supervision and Corrections Division.

(10) "Elected and Appointed Officials Zone" means a zone in a County Parking Facility set aside for Elected and Appointed Officials. The Elected and Appointed Officials Zone may be expanded or contracted, at the discretion of the Parking Administrator, to accommodate changes in usage of County Parking Facilities by Elected and Appointed Officials.

(11) "General Zone" means an area set aside in a County Parking Facility for County employees other than Elected and Appointed Officials or Business Zone users.

(12) "Parking Administrator" means the individual having the responsibilities described in 11.003(b).

(13) "Specified Position" means:

(A) the position held by the highest-ranked assistant to each Elected and Appointed Official;

(B) the directors of the Domestic Relations and Intergovernmental Relations departments;

(C) either a Judge's Court Reporter or a Judge's Bailiff/Court Operations Officer (but not both); and

(D) ad litem positions.

(14) "Transfer Request List" means the list of County employees who have requested a transfer from one County Parking Facility to another.

(15) "Waitlist" means the list of County employees who do not yet have access to a County Parking Facility.

(16) "Waitlist Number" means the serial number assigned to a County employee on the Waitlist.

11.003 Administration of this Policy

(a) The County Executive responsible for County Parking Facilities is authorized to delegate the responsibilities and duties assigned to him or her in this Parking Policy to the Parking Administrator, including designees in his or her absence.

(b) The Parking Administrator will manage the allocation of parking in County Parking Facilities according to this Parking Policy and perform the other duties assigned to him or her in this Parking Policy, including:

(1) maximizing use of zones;

(2) maintaining the Waitlist;

(3) maintaining the Transfer Request List;

(4) monitoring and enforcing allocation of parking; and

(5) providing process transparency by making this Parking Policy, the Parking Facility Inventory, and the Waitlist available on the County Intranet.

(c) It will be the responsibility of the Human Resources Management Department to:

(1) inform new County employees of this Parking Policy; and

(2) advise the Parking Administrator of when a County employee terminates employment with the County or transfers to another department or office, within 30 days of termination or transfer.

(d) It will be the responsibility of all County departments to provide to the Auditor's Office a report of the department's employee transfers, new hires, and terminations.

(e) The Auditor's Office will provide to the Parking Administrator, on request, all departmental reports of employee transfers, new hires, and terminations so that the Waitlist may be updated.

11.004 Control of County Parking Facilities

(a) Inventory. The Parking Administrator will update the County Parking Facilities on a regular basis.

(b) Striping and Signage. The Parking Administrator will coordinate striping and signage of County Parking Facilities with the Director of Facilities Management. This responsibility will include painting and/or installation of appropriate signage on all spaces located within the County Parking Facilities. The Parking Administrator will arrange for signage that meets Texas statutory requirements that will allow for enforcement.

(c) ADA Parking. The Parking Administrator will provide ADA-accessible parking spaces, in number and standards, that meet or exceed federal, state, and local legal requirements.

(d) Enforcement. The Parking Administrator will enforce this Parking Policy based on regular monitoring of County Parking Facilities. If an employee finds an unauthorized parked vehicle, the employee may contact the Parking Administrator, who will take appropriate action to resolve the situation, including, contacting employees parking in incorrect zones, by placing warning tickets on vehicles that are parked in a County Parking Facility without proper authorization, towing and impoundment at the vehicle owner's expense.

(e) Penalties. Misrepresentation by a County employee regarding the employee's eligibility to receive parking access out of Waitlist serial order as provided in 11.007(c), or failure to inform the Parking Administrator immediately upon expiration of the circumstances forming the basis for the exception, will result in the following penalties:

(1) For the first infraction, the employee will be reported, in writing, to his or her immediate supervisor, with a copy delivered to the employee's Elected or Appointed Official (or equivalent).

(2) For the second infraction, the employee will be reported in the manner described in 11.004(e)(1), and banned from parking in a County Parking Facility for one year.

(3) For the third infraction, the employee will be reported in the manner described in 11.004(e)(1) and banned from parking in a County Parking Facility indefinitely.

(4) Cumulative Remedies. Actions available in response to violations of this Parking Policy as described in this section are cumulative.

11.005 Additional Parking Facilities

(a) Acquisition of Additional Properties. Within ten (10) business days of the closing of a real estate transaction in which the County acquires title to real

property in the CBD that includes an additional parking facility, the additional facility will be added to the inventory of County Parking Facilities.

(b) Leased Parking Facilities

(1) Within ten (10) business days of the conclusion of a lease or license transaction in which the County acquires the right to use additional parking spaces in facilities owned by third parties, the additional facility will be added to the inventory of County Parking Facilities.

(2) In the event a lease or license to use parking spaces in a third-party facility is terminated, the Parking Administrator will notify all employees who use that facility. Reallocation of parking spaces for affected employees will proceed in accordance with 11.007.

11.006 Parking Access Restrictions

(a) Contracts. Parking access may not be allocated to vendors by contract unless this Parking Policy is amended. Vendors will be provided access to parking in the Business Zone, if available, on a first-come, first-served basis.

(b) Transfers. Parking allocated to a County employee is for the sole use of the employee and may not be transferred.

11.007 Allocation of Parking

(a) Parking Database. The parking database will include information necessary for the Parking Administrator to effectively manage the parking allocation system, including the Waitlist, if any.

(b) Allocation Procedures. The Parking Administrator will assign employees allocated parking on the date of this Policy's adoption to the appropriate zone and inform the employee of the assignment. Parking access will be allocated to County employees in Waitlist Number order based on hire date, except as provided in 11.007(c). The Parking Administrator may allocate after-hour parking access to accommodate County employees who work during non-business hours (6 pm – 7 am).

(1) Waitlist Number. Each employee on the Waitlist will be given a Waitlist Number.

(2) The date of hire of the employee will serve as the effective date of that employee’s entry onto the Waitlist.

(3) In the event multiple employees are hired on a given date, the names of the employees will be entered on the Waitlist in order of employee number (from lowest to highest), as designated by the Travis County Auditor’s Office.

(4) When an employee is allocated parking, that employee’s name will be removed from the Waitlist and the next employee on the Waitlist will move up.

(5) Upon termination/expiration of a parking lease or license in third-party facilities in which an employee has been allocated parking, the Parking Administrator will place the names of affected employees back on the Waitlist, in the order described above (hire date, then employee number).

(c) Exceptions to Allocation Procedures. The Parking Administrator will allocate parking in order as listed on the Waitlist, with only the following exceptions, in order of priority:

(1) Carpool. An allocation may be made out of Waitlist serial order to accommodate a Carpool.

(A) Documentation of members of the Carpool must be presented to the Parking Administrator as a precondition to receiving a Carpool allocation.

(B) The Parking Administrator will, from time to time, verify that each Carpool allocation is still being used by a Carpool of two (2) or more County employees. The Carpool allocation will be revoked if the Carpool ceases to exist and access will be reallocated to the employee listed next in order on the Waitlist.

(C) When one member of a 2-person Carpool receives parking access under 11.007(b), the remaining member of the Carpool will have ten (10) days to replace that member with another County employee; if no replacement is found within the time required, the Carpool access will be reallocated.

(2) Move to or from Specified Position. An allocation may be made out of Waitlist serial order to accommodate an employee who moves into a Specified Position. Allocation of access for Specified Positions will supersede the Waitlist and Transfer List. An employee who moves from a Specified Position will be placed on the Waitlist in the order specified in 11.007(b).

11.008 Transfers between County Parking Facilities

(a) Transfer Requests. The Parking Administrator will default an employee's County Parking Facility preference or transfer request to the County Parking Facility that is located closest to the employee's workplace and has available parking access.

(b) An employee may change his/her location preference by submitting a written request to the Parking Administrator.

(c) The transfer list for each County Parking Facility will be sorted in the same order described in 11.007(b). Waiting times for County Parking Facilities will vary, depending on the total number of parking spaces in the facility and the facility's utilization rate.

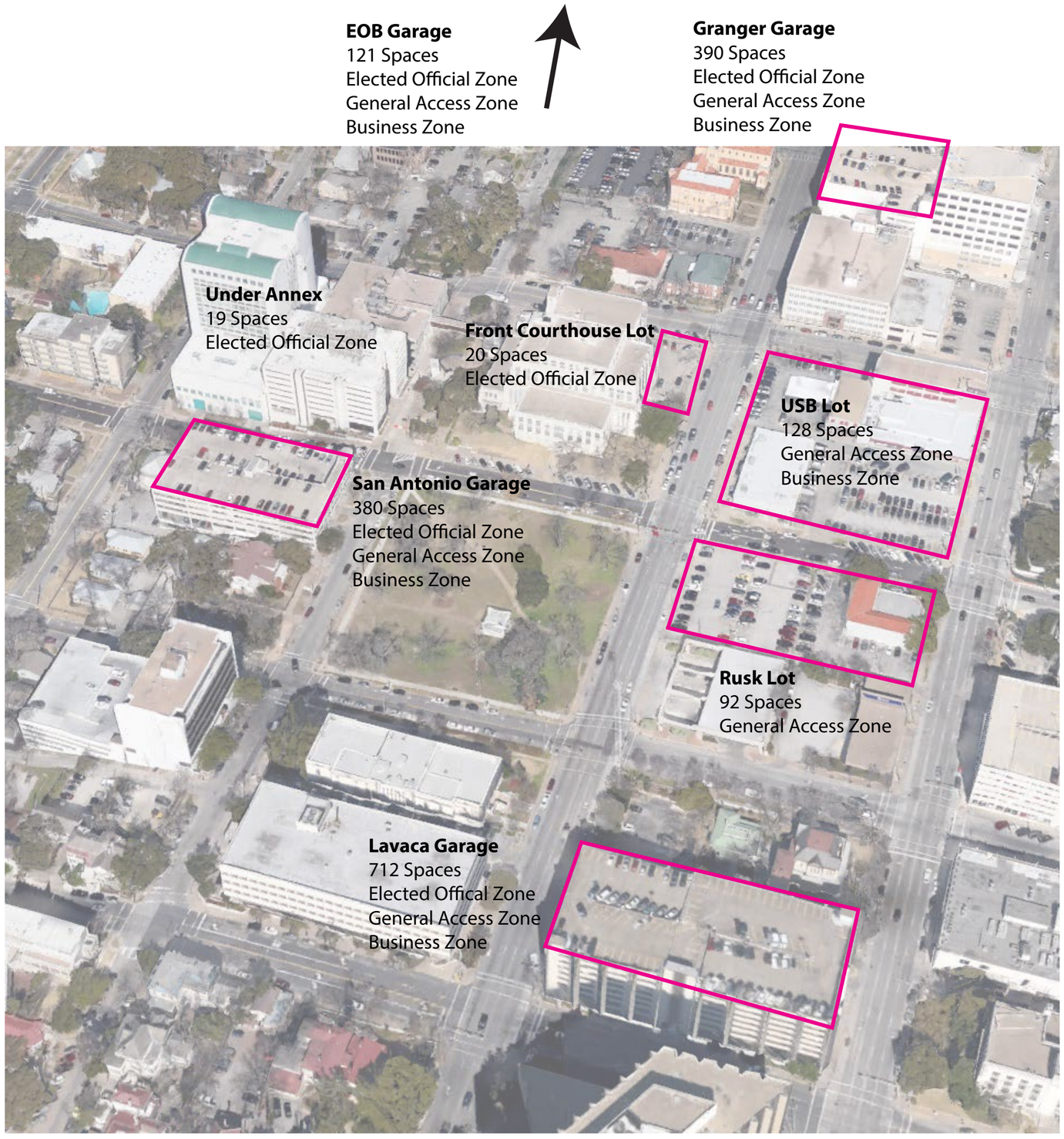
(d) When an employee accepts a transfer and receives a new parking permit, the employee must return the previously-issued permit within ten (10) business days or pay a permit replacement fee.

11.009 Complaints; Access Issues

(a) Written Complaint. When an employee believes that the Parking Administrator has erred in the allocation of parking access according to this Parking Policy, or has otherwise failed to manage the County Parking Facilities and/or to enforce this Parking Policy in a prompt, fair and conclusive manner, the employee may present the complaint in writing to the County Executive responsible for County Parking Facilities. The County Executive may affirm or modify the Parking Administrator's action, or refer the matter to the Commissioners Court.

(b) Access Issues. If an employee is unable to find an available space in the County Parking Facility in which the employee has been allocated access, the employee will report the access issue to the Parking Administrator. The Parking Administrator will document the incident and provide to the employee an Affidavit containing the facts reported, which the employee must sign and return to the Parking Administrator promptly. If the employee is required to pay for parking as a result of the access issue, and requests a refund, the employee must submit the receipt showing the amount paid to the Parking Administrator, who will forward the Affidavit and receipt to the County Auditor for payment.

Travis County Central Campus Parking Map



Elected Official Zone:
Zone for Elected and Appointed Officials

General Access Zone:
Zone for County Employees

Business Zone:
Zone for Fleet Vehicles, Contractors, and Approved Individuals Conducting Official Business with Travis County

PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca Street, Suite 1580
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM **August 5, 2014**

SUBJECT: Projected fiscal impact for FY15 Commute Options Benefit Program

Based on the January 2014 Transportation Survey which received over 1,500 employee responses (approximately 38% response rate), and data from the Transit Pass Program, we estimate 14% of downtown employees would likely participate in the Commute Options Benefit Program, which will provide cash in-lieu of parking access. According to survey results, roughly 9% of downtown employees ride transit 3 or more days per week to work. An additional 4% are dropped off, vanpool, bike, or walk at least 3 days per week. It thus makes sense that about 14% responded that they would be interested in the Commute Options Benefit Program, as they already commute to work more than half the time by means other than driving alone to work.

An additional 14% of respondents indicated that they would be interested in the Commute Options Benefit Program if they could pay to park on days they needed to drive. While this question did not address price elasticity of willingness to pay on certain days, we can assume that only a small portion of these respondents would be interested in participating if no changes are made to current day parking rates or the city's parking meter policy. There is no current proposal to change day parking rates in the 700 Lavaca Garage and there is no current proposal to permit daily parking in other downtown county-owned lots and garages. It is therefore unlikely that many of these respondents will in fact participate without policy changes.

For the reasons mentioned above, we expect between **13%** and **18%** participation from Travis County employees working in the downtown area. There are approximately **2,100** Travis County employees in the Central Campus, including Palm Square and the Medical Examiner's Office. The range of participation is thus expected to be between **273** and **378** employees.

Research performed by the County Auditor and Planning and Budget Office indicate a financial impact to the County of $121.52 per participant (based on average salary) based on the Fiscal Year 2014 Budget Rules:

FICA OASDI	$0.06	$100.00	$6.20
FICA Medicare	$0.01	$100.00	$1.45
Retirement	$0.14	$100.00	$13.67
Worker's Comp (clerical)	$0.00	$100.00	$0.20
Supplement			$100.00
			$121.52

Planning and Budget would need to budget $122 per month per participant, or $1,464 per participant annually.

We project the fiscal impact of this program to be between **$33,000** and **$46,000 per month** until there is a surplus of parking spaces that can be allocated for private lease at market rates to recover program costs.

Travis County
Parking Committee

MEMORANDUM

To: Travis County Commissioners Court
From: Parking Committee Members
Date: August 14, 2014
Subject: Committee Assessment of Alternative B Proposal

Alternative B: Not Recommended.

Alternative B poses several problems that are addressed below. These problems include impracticality of implementation and administration as well as the undermining of the core purpose of the universal zoned parking mandate approved on March 18th, 2014.

A) Reduction in Efficiency and Fewer Spaces available. The reduction in spaces available for would severely limit the range of parking spaces available to each employee. This limitation would result in many additional accommodation issues for the Parking Administrator.

While zoned parking provides between 20% and 40% greater parking capacity than assigned parking, efficiency increases for larger zones and decreases for smaller zones. No fewer than five additional parking zones would need to be created to implement Alternative B.

Alternative B also requires a maximum assignment of no more than 10% over a 1-to-1 assignment system, well below best practices and well below what audits have determined feasible. Language that includes these specific requirements removes the Parking Administrator's authority to reallocate spaces based on demand as determined by audits and results in significant under-utilization. There is also no basis for a different ratio of hangtags-per-parking-space for Loyalty Zone employees vis-à-vis other employees, since vacancy rates for employees qualifying for the Loyalty Zone average 33% vacancy, the exact same percentage utilization as for all other employees.

As a result of these issues, the Loyalty Zone concept would reduce the number of County employees who could be provided parking by *over 100*, severely limiting the ability to eliminate the waitlist.

B) **Special Needs Clause not required**. The Parking Administrator is already empowered to transfer an employee to a different facility upon their request as indicated in 11.008. There is no need for additional language to that effect. Further, assignment to a specific space is not required for any special need and does not conform to universal zoned parking. It is recommended that employees with special requests follow this process.

C) **Implementation Issues.** The Loyalty Zone concept would affect 51% of current employees in the Central Campus, excluding 700 Lavaca (breakdown available below in Chart 1). Accommodation would require no fewer than 5 additional zones beyond those in the Committee's recommended policy. Each additional zone reduces overall system efficiency because it reduces the flexibility needed to accommodate a larger number of additional employees and effectively alleviate the waitlist.

Additional zones also increase the complexity of the work performed by the Parking Administrator, who would then be responsible for ensuring compliance. This could result in additional staffing needs in the future at the County's expense.

Chart 1. Parking Spaces by Date of Assignment

Parking Facility	Assigned Before 2011		Assigned After Aug 2011		Other*	% Allocated prior to 2011
	Spaces	Individuals	Spaces	Individuals		
San Antonio Garage	193	182	133	133	54	58%
Granger Garage	96	91	264	264	31	26%
USB Lot	60	60	32	32	42	65%
10th and Guadalupe Lot	34	34	34	34	0	50%
11th and San Antonio	45	45	1	1	0	98%
812 San Antonio**	24	13	29	29	12	45%
910 Lavaca	6	6	17	17	1	26%
Front Courthouse Lot	16	16	0	0	6	100%
EOB***	88	88	3	3	29	97%

*Includes fleet, unfilled spaces, and other designations (ie. handicap, visitor). Omitted from calculations
** This is a leased garage that will no longer be available to County employees by the end of 2014.
*** Based on hire date (recent moves in/out of the EOB complicate assignment date calculation)

Alternative B also requires that the Loyalty Zone be located "near the spaces to which the majority of the Grandfathered County Employees in that parking garage or lot were assigned." This is not possible to implement because in all cases, for all garages and lots, affected employees are scattered throughout their facility.

Lastly, Alternative B includes language related to initial implementation of the policy. Implementation language has intentionally been omitted from the Parking Policy to make it easier for employees to understand and easier for the Parking Administrator to administer. The Committee will return with an implementation plan for Commissioners Court approval following approval of the policy.

D) **Equity Issues**. Creation of a Loyalty Zone would require many employees to relocate to a different area of their garage or parking lot based on parking assignment date, or more accurately, conformity to arbitrary date requirements. In small lots, such as Rusk, the Loyalty Zone addition would result in *de facto* 1-to-1 assignments for certain employees while in other areas it would not. Further, as previously mentioned in Paragraph A, it would hinder the reduction of the parking waitlist.

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 19, 2014
Prepared By/Phone Number: Madison A. Gessner (4-9333)
Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty
Commissioners Court Sponsor: Commissioner Gerald Daugherty

AGENDA LANGUAGE: Consider and take appropriate action to appoint Larry Oliver to the vacant Precinct 3 position on the Dispute Resolution Board for a term of three years starting immediately and ending August 19, 2017.

BACKGROUND/SUMMARY OF REQUEST: The Dispute Resolution Center is an independent, nonprofit organization that provides and promotes accessible, high-quality dispute resolution services for all people in the Travis County area.

STAFF RECOMMENDATIONS: Approval

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

ATTACHMENTS/EXHIBITS: Resume Attached

REQUIRED AUTHORIZATIONS: N/A

Created 08-14-14 at 4:18 pm

Larry Oliver

[redacted]5
([redacted]ll)
[redacted]

Skill Highlights

10+ years human resource management 5+ years personnel training experience
9 years dispute resolution experience (over 250 hours mediating)

Professional Experience

Austin Police Department

01/2006 – 04/2009

Commander:

Planned and implemented policy for Chief of Police
Managed training of all new cadets and continuing education of 1200 officers
Managed patrol operations involving over 100 officers

06/2001 – 01/2006

Lieutenant:

Managed walking beat officers in Downtown Austin
Managed investigations in Sex Crimes, Juvenile and Auto Theft Investigations
Developed and trained personnel and implemented officer early warning system

06/1996 – 06/2001

Sergeant:

Supervised training of over 400 new officers
Conducted investigations of possible officer misconduct

01/1987 – 06/1996

Detective:

Conducted investigations of auto thefts and child abuse
Instructed officers at Training Academy

02/1984 – 01/1987

Patrol Officer:

Enforced city and state penal and traffic laws

University of Texas Police Department

03/1978 – 02/1984

Patrol and crime prevention duties

United States Army

07/1973 – 01/1978

Medic and legal clerk (as enlisted); Lieutenant in field artillery (as officer)

Community Service

Nine years working as volunteer mediator with Austin Dispute Resolution Center.
Five years with Partners in Education mentoring second grade students in reading.
Five years with Community Foundations nonprofit preparing tax returns for low-income residents.

Education

1981 University of Texas BA in Czech Language

2014 Creighton University MS in Negotiation and Dispute Resolution

Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, August 19, 2014
Prepared By/Phone Number: Deece Eckstein, 854-9754
Elected/Appointed Official/Dept. Head: Deece Eckstein, 854-9754
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION TO REAPPOINT RICHARD HOPKINS T0 THE AUSTIN TRAVIS COUNTY INTEGRAL CARE BOARD OF TRUSTEES FOR A TERM TO EXPIRE ON SEPTEMBER 30, 2016.

SUMMARY AND IGR COORDINATOR RECOMMENDATION: The term of one of the three Travis County appointees to the Austin Travis County Integral Care Board of Trustees expires on September 30, 2014. The appointee is eligible for reappointment under the Court's appointments process. IGR recommends that the Court reappoint him for a term to expire on September 30, 2016.

SUGGESTED MOTION: That the Court reappoint Richard Hopkins to the Board of Trustees of Austin Travis County Integral Care for a term to expire on September 30, 2016.

BACKGROUND: Founded in 1967, Austin Travis County Integral Care provides community-based behavioral health and developmental disabilities services in Travis County, administering an annual budget of $57 million of local, state and federal funding. In fiscal year 2013, Integral Care is projected to serve more than 30,000 individuals and families through the numerous services and programs it offers year-round.

Integral Care was known as the Austin Travis County Mental Health Mental Retardation Center until September 2009, when its name was changed to reflect evolving attitudes and terminology and to honor the dignity of people who seek its services.

The Travis County Commissioners Court makes three appointments to the nine-member ATCIC Board. Terms are for two years, and there is no limitation on the number of terms a member can serve. The terms of one of them, Richard Hopkins, expires at the end of September.

ISSUES AND OPPORTUNITIES: Integral Care is one of six boards and commissions subject to the Court's Uniform Appointment Process.[1] Richard Hopkins has served on the Board for more than six years, but was reappointed after a Call for Applicants on September 11, 2012. He has now served less than six years within this new appointment cycle, which means his reappointment is governed by Subsection (B) of that section:

> Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall … in the case of an existing organization member, that by the end of their term will not have served six years, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

Pursuant to that section, IGR contacted Richard Hopkins, who confirmed his interest in continuing to serve on the ATCIC Board. He has submitted a letter to Judge Biscoe to that effect. IGR also received documentation from ATCIC regarding the attendance record of the appointee. Those documents are attached.

FISCAL IMPACT AND SOURCE OF FUNDING: N/A.

REQUIRED AUTHORIZATIONS: None.

[1] Section 1.017, Travis County Code.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Sherri Fleming
County Executive, Health and Human Services & Veterans Services
Phone: 854-4581
Email: Sherri.Fleming@co.travis.tx.us

ATTACHMENTS:

1) Letter from Richard Hopkins, re interest in reappointment to the Austin Travis County Integral Care Board of Trustees, July 23, 2014.
2) Richard Hopkins current resume, August 13, 2014.
3) ATCIC, Spreadsheet of board attendance of Travis County appointee Richard Hopkins, August 5, 2014.

Created 08-14-14 at 4:18 pm

9306 Mystic Oaks Trail
Austin, TX 78750

July 23, 2014

The Honorable Sam Biscoe
County Judge
Travis County Commissioners Court
314 West 11th Street, #510
Austin, TX 78701

Dear Judge Biscoe:

It has been my pleasure to serve as your appointee on the Austin Travis County Integral Care Board of Trustees for the two-year term of office that ends on September 30, 2014. ATCIC is challenged to the meet the needs of the citizens of Travis County within its budget during these economic times, and I would like to continue my service as a Board Member to help identify viable solutions to these challenges.

Serving on this Board has been a very rewarding experience for me; and with your endorsement and the approval of the Commissioners Court, I would like to continue to serve on the Board to represent the interests of the citizens of Travis County, specifically Precinct 1. I am looking forward to reporting to you on the progress ATCIC has made in meeting the current and future challenges it faces.

Sincerely,

Richard E. Hopkins

Richard E. Hopkins
Vice Chairman
ATCIC Board of Trustees

xc Matt Snapp, Chairman
David Evans, Chief Executive Officer

VITA

Name:

Richard Earl Hopkins

Education:

- **B.S. Tougaloo College, Tougaloo, MS 1976**
  Major: Vocational Rehabilitation Counseling
  Minor: Psychology
- **M.Ed. Jackson State University, Jackson, MS 1978**
  Major: Educational Psychology Concentration in Vocational and Rehabilitation Counseling

Affiliations:

- American Counseling Association
- American Mental Health Counselors Association
- American Psychological Association
- Texas Rehabilitation Counselors and Educators Association
- National Rehabilitation Counselors Association
- National Mobility Equipment Dealer Association
- National Rehabilitation Counselors Association
- The Texas Rehab Action Network

Vocational Experience:

- Director of Programs -Texas Department of Assistive and Rehabilitative Services (DARS)
- Regional Program Specialist- Texas Department of Assistive and Rehabilitative Services
- Assistive Technology Consultant -Texas Department of Assistive and Rehabilitative Services
- Vocational Rehabilitation Counselor – Texas Rehabilitation Commission
- Vocational Rehabilitation Counselor – Mississippi Rehabilitation Division
- Disability Examiner – Texas Rehabilitation Commission/Social Security Administration
- Vocational Evaluator – Royal Maid Work Shop for the Visual Impaired, Brookhaven, MS
- College Recruiter – Tougaloo College, Tougaloo, MS

Honors, Awards

- Employee of the Year Texas Rehabilitation Commission - 1998
- Richard E. Hopkins Torch Award- 2005
- Outstanding Missionary/Volunteer of the Year Honduras - 2007

Summary of Work Experience

Director of Programs - Managed, coordinated and evaluated the systems, processes and personnel responsible for the provision of rehabilitation services. Responsible for a wide

variety of technical, fiscal and administrative activities to ensure the efficient and cost effective operation of the assigned programs. Managed 25 Program Specialist and 7 Administrative Assistants.

Program Specialist VII - Responsibilities performing complex professional work in program consultation and monitoring; in guidance and counseling; consumer and staff training; and specialized job placement for the vocational rehabilitation of individuals with physical or mental disabilities, blindness or visual impairments. Assigned responsibilities also include evaluating providing assistive technology services.

Assistive Technology Consultant – Managed the Rehab Technology Resource Center a demonstration center for consumers and the general public. Primary function entails providing direct and consultative services in the area of assistive technology, evaluates, and recommends assistive software and hardware purchases, keeps abreast of current trends in assistive technology and trains staff and consumers, the general public in the use of assistive technology devices, on-line resources, and adaptive strategies. Served as a liaison with the Department of Assistive Technology, local school systems, technology vendors, and other referring agencies.

Senior Rehabilitation Counselor - Perform all phases of counseling and coordination of multiple services for rehabilitation of severely physically and emotionally disabled individuals. Services included but not limited to job development, job restructuring, job placement, and provision of assistive technology. Provide vocational, career, personal growth counseling. Consultant to community rehabilitation facilities, business and industry.

Disability Examiner V – Responsible for a variety of professional assignments to ensure that all medical and personal information meet program evidentiary standards for the evaluation and determination of eligibility for Social Security Disability Insurance (SSDI), Supplemental Security Income (SSI), Disability Retirement, State Disability Assistance (SDA), and/or related work exemption or deferral program based on medically determinable impairment. Gathering of extensive medical and personal histories and the application of laws, rules, regulations, and policy directives in the determination process.

Vocational Evaluator III - Primary responsibilities in this position included: administering, scoring, and interpreting an extensive variety of vocational interests, achievements, and psychological tests; analyzing consumers' medical, psychological, socio-economic, vocational and educational information; developing a formal evaluation plan for each consumer; making referrals for evaluation services to the consumer and the rehabilitation counselor(s); creating written reports which were used for other agencies in determining disability benefits.

College Recruiter - Promoted the college by participating in community, state, and national events or meetings, and by developing partnerships with industry and secondary education institutions. Participated in student recruitment, selection, and admission, making admissions recommendations when required to do so. Planned and promoted special events and social, cultural, and recreational activities

Created 08-14-14 at 4:18 pm

ATTENDANCE RECORD IS TO REFLECT ALL ATTENDANCE FOR THE YEAR ON A CONTINUING CHART - DO NOT USE SEPARATE SHEET FOR EACH MEETING
NAME OF BOARD/COMMISSION/COMMITTEE/TASK FORCE: AUSTIN TRAVIS COUNTY INTEGRAL CARE - BOARD OF TRUSTEES
ATTENDANCE RECORDS FOR 2014 REGULARLY SCHEDULED MEETINGS.

Name	Jan	Jan	Feb	Feb	Mar	Mar	Apr	Apr	May	May	June	June	July	July	Aug	Aug	Sep	Sep	Oct	Oct	Nov	Nov	Dec	Dec
	1/30		2/27		3/27		4/24		5/29		6/26		7/31		8/28		9/25		10/30				12/11	
Terri Broussard Williams (City)		Appointed 3/27					*		√		√		*											
Robert T. Chapa Jr. (City)	√		*		√		√		√		√		√											
Brenda Coleman-Beattie (Central Health)	√		√		√		√		√	Resigned														
Exalton A. Delco (City)	√		*		*		√		√		√		√											
Richard E. Hopkins (County)	√		√		√		*		*		√		√											
Hal Katz (Cental Health)	*		*		*		√		√		√		√											
Martha Martinez (City)	*		√		√	Resigned																		
Matthew Snapp (County)	√		√		√		√		√		√		*											
Vincent Torres (County)	*		√		√		√		*		*		√											
Tom Young (Central Health)	√		√		√		√		*		√		√											
Guadalupe Zamora (Central Health)									Appointed 7/2				√											

No Meeting

Fill in dates of all regular meetings. List of all members, and for each mark **X** when **absent:** √ when **present:** and ***** if **excused absence**
Send to City Clerk's Office after each regularly scheduled meeting.

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Susan Bell 49587
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk
Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding the County Clerk expenditure plans

a. Setting the public hearing on September 16, 2014, for the County Clerk to receive comments regarding the Fiscal 2015 Travis County Clerk's annual written expenditure plans for the 0108 Records Management Preservation Fund and 0129 County Clerk's Records Archival Fund.
b. Publish the appropriate notice as required by 118.025 of the Local Government Code.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The County Court Records Archival Fee and County Clerk Records Management Fee are authorized in Texas Local Government Code Chapter 118.025 and 118.0216, respectively. The County Clerk 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. Notice will be published on August 17 for a September 16, 2014 hearing date. The expenditure plan matches the third revenue estimate but may be revised if the fee increases are approved or the third estimate changes.

STAFF RECOMMENDATIONS:

To approve setting the public hearing and to publish the public hearing in the paper.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney 49415

For information purposes:
Alan Miller, Planning and Budget 49726
Steven Broberg, RMCR 49575

DeBeauvoir *Travis County Clerk*
PO Box 149325, Austin TX 78714-9325 | **Phone:** (512) 854-9188 | **Website:** www.traviscountyclerk.org

FY15 Plan for Use of the County Clerk's Records Management and Preservation Fund 0108 and Records Archive Fund 0129

The Records Management and Preservation Fund, outlined in Section 118.0216 of the Texas Local Government Code, is for, "the records management and preservation services performed by the county clerk after the filing and recording of a document in the records of the office of the clerk." This section also states, "the county clerk shall prepare an annual written plan for funding the automation projects and records management and preservation services performed by the clerk."

The County Clerk's Records Archive Fund, outlined in 118.025 of the Local Government Code, states that the fee for "Records Archive" under Section 118.011(f) is for, "the preservation and restoration services performed by the county clerk in connection with maintaining a county clerk's records archive." This section states, "the county clerk shall prepare an annual written plan for funding the preservation and restoration of the county clerk's records archive."

This document serves as the written plan for both of these funds.

Long Term Plan for the Use of these Funds

The Travis County Clerk's library of permanent real property records dates prior to 1836 and contains over 30,000,000 pages of documents. There are three important categories of these documents:

April 1999 – present	Documents are electronically imaged and have a computerized index.
1987 – 1999	Documents are microfilmed and have a computerized index.
1836 – 1987	Documents are microfilmed and have microfilmed copies of handwritten indexes.

Our primary goals are to use these funds to:

- **Provide and maintain systems for managing the receiving, filing, storage, retrieval, and public access of records in the Clerk's Office**
  This includes projects to acquire, implement, manage, update, and replace systems that handle paper, microfilm, and electronic records.
- **Improve public access to County Clerk records**
  This enhances the public's ability to locate the records they are seeking by building advanced databases and improving internet access to information.
- **Provide appropriate physical and electronic storage sites for libraries with the ability to retrieve information as needed**
  This includes maintaining physical storage sites for paper, microfilm, and electronic medium as well as electronic storage of data and back-up systems.

- **Reduce the use of paper documents filed in our Recording, Civil/Probate, and Misdemeanor Divisions**
  This is accomplished by improving our ability to electronically accept newly filed documents and convert existing paper and microfilm records to electronic records.
- **Remove personal identifiers from documents before they are made available on the internet**
  Redaction of certain personal information such as Social Security and bank account numbers is done to help protect individuals from identity theft.
- **Digitize existing County Clerk records and redact personal identifiers**
  Digitizing paper and microfilm records increases protection of documents from disaster, dramatically increases the ability to track and locate documents, provides a clearer more readable image of documents, and greatly improves efficiency for the retrieval of documents by the public.
- **Make certain that appropriate disaster recovery and business resumption systems are in place**
  Ensuring that a detailed structure is in place to prevent loss of these records in the event of a disaster is directly associated with protecting the archive and therefore, related to the primary intent of this legislation.
- **Apply special preservation methods to documents of significant historic value**
  Modern preservation techniques should be applied to paper documents that merit special consideration, such as Sam Houston's will.
- **Support personnel necessary to support these goals.**
  This allows us to provide salaries, benefits, training, space, and equipment for individuals charged with managing these priorities.

FY15 PLAN FOR THE USE OF THE 0108 RECORDS MANAGEMENT FUND

Personnel	**$ 776,736**
Office Equipment and Supplies	**194,480**
Maintenance Agreements	**205,000**
Training and Seminars	**70,000**
Computer Equipment Purchases	**52,570**
Recording Software Replacement	**800,000**
Facility Changes	**140,148**
These changes will provide work space for employees performing records management activities and secured areas for storing equipment and supplies associated with records management activities.	
Estimated Reserves	**1,382,114**
Any unused funds will be classified as allocated reserves. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.	
TOTAL	**$3,621,048**

FY15 PLAN FOR THE USE OF THE 0129 RECORDS ARCHIVE FUND

Personnel	**$ 296,856**
Contribution to the Office of Travis County Records Management and Communication These costs cover expenses related to offsite storage and the salary of an imaging production technician.	**370,523**
Digitizing and Indexing Permanent Library of Real Property Records and Criminal Minutes This is the continuation of the project to convert microfilm to digital images and create computer indexes for each image for all real property documents recorded between 1836 and 1987. This project has expanded to include the redaction of personal identifiers from internet images. We are also working to digitize microfilm copies of criminal minutes to increase retrieval capabilities and improve expunction procedures.	**310,973**
Ongoing Transfer to General Fund for Personnel Costs	**7,702**
Computer Equipment	**90,000**
Estimated Reserves Any unused funds will be classified as allocated reserves. These funds may be used for items such as additional temporary personnel resources, equipment, or professional services necessary for records management projects; replacement computer equipment; or a supplement to salaries following actions such as performance based pay increases, reclassifications, or pay adjustments.	**2,819,147**
TOTAL	**$3,895,201**

For more information, please contact the Travis County Clerk's Office at (512) 854-9188.

Travis County Commissioners Court Agenda Request

Meeting Date: 8/19/2014, 9:00 AM, Voting Session
Prepared By/Phone Number: J. Elliott Beck, County Attorney's Office, 854-9565
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN AD VALOREM TAX COLLECTION CONTRACT BETWEEN TRAVIS COUNTY AND THE CITY OF ROUND ROCK.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

n/a

STAFF RECOMMENDATIONS:

n/a

ISSUES AND OPPORTUNITIES:

n/a

FISCAL IMPACT AND SOURCE OF FUNDING:

n/a

REQUIRED AUTHORIZATIONS:

J. Elliott Beck, Assistant County Attorney

Bruce Elfant

Tax Assessor - Collector
Voter Registrar

July 31, 2014

MEMORANDUM FOR THE COUNTY JUDGE SAM BISCOE
PRECINCT 1, COMMISSIONER RON DAVIS
PRECINCT 2, COMMISSIONER BRUCE TODD
PRECINCT 3. GERALD DAUGHERTY
PRECINCT 4, MARGARET GÓMEZ

FROM: Bruce Elfant, Tax Assessor-Collector

SUBJECT: New Tax Assessment and Collection Agreement Between Travis County and City of Round Rock

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Dear Judge and Commissioners:

The Agreement for Assessment and Collection Services attached hereto provides that the County Tax Assessor-Collector perform tax assessment and collection services for the City of Round Rock, as requested by the entity to consolidate the assessment and collection of property taxes within the entity, which is located wholly in Travis County.

If you should have any concerns or comments, please do not hesitate to call us at 4-7969 or 4-3858.

Attachment: Agreement for Assessment and Collection Services

BE/vr cc

cc: Sara L. White, City Clerk, City of Round Rock

5501 Airport Blvd, Austin, Texas 78751 Phone: 512.854.9473 Fax: 512.854.9235 www.traviscountytax.org

Created 08-14-14 at 4:18 pm

ROUND ROCK, TEXAS
PURPOSE. PASSION. PROSPERITY.

July 28, 2014

Travis County Tax Office
Truth-in-Taxation
Attn: Veronica Ruiz
P.O. Box 1748
Austin, Texas 78751

Dear Ms. Ruiz:

On July 24, 2014, the Round Rock City Council approved Resolution No. R-2014-1612. This resolution approved the Agreement for Assessment and Collection Services with Travis County.

Enclosed are two originals that have been signed by the City of Round Rock. Please have both signed and return one fully executed originals to my attention in the enclosed self-addressed envelope. It is imperative that I received a signed agreement back. If you have any questions, please feel free to contact me at 512-218-5404.

Sincerely,

Sara L. White, TRMC
City Clerk

Cc: File: R-2014-1612

Enclosure

Mayor
Alan McGraw

Mayor Pro-Tem
George White

Councilmembers
Craig Morgan
Joe Clifford
Will Peckham
John Moman
Kris Whitfield

City Manager
Steve Norwood

City Attorney
Stephan L. Sheets

CITY OF ROUND ROCK ADMINISTRATION DEPARTMENT, 221 East Main Street♦ Round Rock, Texas 78664
Phone 512.218.5401 ♦ Fax 512.218.7097 ♦ www.roundrocktexas.gov

AGREEMENT FOR ASSESSMENT AND COLLECTION SERVICES BETWEEN TRAVIS COUNTY AND CITY OF ROUND ROCK

This agreement ("Agreement") is between the County of Travis (the "County"), a political subdivision of the State of Texas, the Travis County Attorney, and the City of Round Rock (the "City"), a Texas home rule city, duly organized and existing under Texas laws.

RECITALS

This Agreement's parties wish to consolidate the assessment and collection of property taxes into one agency, the Tax Assessor/Collector of Travis County, except for those taxes on property located outside of the County. This is done to eliminate duplication of services, which promotes governmental efficiency. The parties intend that the County, through its Tax Assessor/Collector, assess and collect the ad valorem property taxes owing to City and that the Travis County Attorney represent the City in enforcing the taxes. This Agreement is authorized by Texas Property Tax Code sections 6.23, 6.24 and 6.30, and by Texas Government Code Chapter 791, which is known as the Interlocal Cooperation Act. Given this, the parties mutually agree as follows:

1.0 **Performance**. County's assessment and collection of each year's property taxes will begin not earlier than October 1 of the current tax year and will be completed not later than September 30 of the following tax year, unless the County finds extension to be necessary.

2.0 **Services to be Performed**.

2.01 *Assessment and Collection of Ad Valorem Property Taxes and Delinquent Taxes*. The County will assess and collect the ad valorem property taxes owing to the City with regard to all properties on the City's tax roll, except for those properties on the City's tax roll that are located outside of the County. The County will also collect the delinquent taxes owing to the City, as this Agreement provides, including enforcing the collection of the delinquent taxes, except for delinquent taxes on properties locate outside of the County. The County, however, will handle pending lawsuits for the collection of delinquent taxes on properties located outside of Travis County as provided in this Agreement's subsection 9.02. For ad valorem property taxes, including delinquent taxes that the County collects as specified in this subsection the County further agrees to perform for the City all the duties related to assessing and collecting taxes for the City that Texas law provides.

2.02 *Performing Functions and Consolidated Tax Statements.* For ad valorem property taxes and delinquent taxes that the County collects for the City under this Agreement, the County will perform all the functions set out in subsection 12.01. In connection to that, the County agrees to prepare consolidated tax statements for each taxpayer. The tax statement will include taxes owed to all taxing units to which the

taxpayer owes taxes, except those units that have not contracted with the County for the assessment and collection of its taxes and except for taxes owed to the City on properties located outside of the County. The County will mail the tax statements to each taxpayer or authorized agent of property within the City that is covered under this Agreement.

2.03 *Tax Assessor/Collector for City.* The City designates the Travis County Tax Assessor-Collector as its tax assessor and tax collector for all purposes under the Texas Tax Code, with respect to the collection of ad valorem taxes on property within the City, except for property located outside of the County.

2.04 *Copy of Tax Roll.* The County will provide the City's governing body with a copy of the tax roll for each year that this Agreement is in effect, with respect to ad valorem property taxes that this Agreement covers.

3.0 **Payment.**

3.01 *Amount of Payment.* City agrees to pay the County the costs of performing the services that this Agreement specifies. These costs will be allocated among the City and the other taxing units contracting for assessment and collection services in the same manner so that the City and each of the other taxing units pay the same rates approved by the Travis County Commissioners Court.

3.01.01 For the 2014 tax year, the City will pay the rate approved by the Travis County Commissioners Court in 2014, per parcel for all parcels located in Travis County and on the City's tax roll; and, for each year thereafter during this Agreement, the City will pay the rate approved by the Travis County Commissioners Court for the tax year in question, per parcel for all parcels located in Travis County and on the City's tax roll.

3.01.02 The County will notify the City in writing in subsequent years of this Agreement of the amount that the City will pay to the County for performing tax assessment and collection services under to this Agreement.

3.02 *Method of Payment.* The County will withhold from the remittances to the City the amount of money necessary to pay for the cost of assessing and collecting current taxes for the City, until the County has received the amount of payment authorized under Subsection 3.01 above.

4.0 **Remittance of Collection**. The taxes collected for the City will be remitted to the City daily, after the proper amount of payment authorized under Subsection 3.01 above and/or taxpayer refunds have been withheld. Taxes collected will be remitted to the City on the day after they are processed and credited by the County Tax Office, but no later than when the taxes collected for the County have been remitted to the County Treasurer.

5.0 **Delinquent Taxes.**

5.01 *Collection of Delinquent Taxes.* Under Texas Property Tax Code section 6.24, City authorizes the County, by and through the County's Tax Assessor/Collector, to collect delinquent taxes covered by Subsection 2.01 of this Agreement, for City, as the County deems necessary. In addition, the City authorizes the County, by and through the County's Tax Assessor/Collector, to waive penalties and interest for the City in delinquent tax cases where the County, by and through the County's Tax Assessor/Collector, determines that Texas Property Tax Code section 33.011 requires or authorizes such waiver as advised by the Travis County Attorney's Office.

5.02 *Delinquent Tax Suits.*

5.02.01 Under Texas Property Tax Code section 6.30, City authorizes the Travis County Attorney's Office to institute delinquent tax suits for the collection of delinquent taxes covered by Subsection 2.01 of this Agreement.

5.02.02 If the County chooses to have the Tax Office represented by a private attorney, City agrees that the private attorney selected by the County will also represent City in delinquent tax cases. City is not directly responsible for compensation of the private attorney selected by the County, although such attorney will receive compensation in accordance with the Texas Property Tax Code for representing City in delinquent tax cases. If City selects an attorney to represent it in delinquent tax cases, other than the County Attorney or a private attorney selected by the County, City will notify the County in writing of such fact at least thirty (30) days before implementing such decision, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

5.03 *Costs, Expenses and Fees in Delinquent Tax Suits.* All legal services rendered by the Travis County Attorney will be included as part of the services to be performed under this Agreement's terms and provisions, for the consideration given by City under this Agreement, and for the costs, expenses, and fees recovered by County under this Subsection. Under Texas Property Tax Code section 33.48, the County, in collecting delinquent taxes for City, may recover, in addition to other costs authorized by law, the following costs, expenses, and fees in a suit to collect a delinquent tax:

5.03.01 All usual court costs, including the cost of serving process;

5.03.02 Costs of filing for record a notice of lis pendens against property;

5.03.03 Expenses of foreclosure sale;

5.03.04 Reasonable expenses that are incurred by the taxing unit in determining the name, identity, and location of necessary parties and in procuring necessary legal descriptions of property on which a delinquent tax is due;

5.03.05 Attorney's fees in the amount of fifteen percent (15%) of the total amount of taxes, penalties, and interest due City; and

5.03.06 Reasonable attorney ad litem fees approved by the Court that are incurred in a suit in which the Court orders the appointment of an attorney to represent the interests of a defendant served with process by means of citation by publication or posting.

The costs, expenses, and fees recovered by the County under Texas Property Tax Code section 33.48 will be payment to the County for the County's collection of delinquent taxes for City under Subsection 2.01 of this Agreement; provided, however, under sections 33.71, 33.72 and 33.73 of the Texas Property Tax Code, the County, for collecting delinquent taxes for City under Subsection 2.01 of this Agreement, may also recover the reasonable costs of a tax master for any tax suits instituted by the County under this Agreement.

6.0 **Administrative Provisions.**

6.01 *Books and Records.* All expenses incurred by the County for the assessment and collection of taxes under this Agreement will be clearly kept on the books and records of the County. City or its designated representatives, upon written request submitted to the Travis County Tax Assessor/Collector, are authorized to examine the books and records to be kept by the County at such reasonable times and intervals as City deems fit. Such books and records will be kept in the office of the Travis County Tax Assessor/Collector.

6.02 *Surety Bond.* The County agrees to obtain a surety bond in the amount of $100,000 for the Tax Assessor/Collector acting in his capacity as assessor/collector for City as provided in this Agreement. City agrees to pay the premium for such bond.

6.03 *Change in Tax Rate.* In case City's tax rate is rolled back or otherwise changed after the County begins collections for City in any given year, the County will continue to act for City in providing refunds to taxpayers or sending corrected billing statements only if City assumes all additional costs of collection arising from such rollback or other change in the tax rate. These costs will be the actual costs of providing those extra services required by the rollback or other change in the tax

rate, and such costs will be withheld in the same manner as provided in Subsection 3.02 of this Agreement.

7.0 **General Provisions.**

7.01 *Books and Records Held by City*. City agrees to transfer to the possession and control of the County, without charge, copies of all books and records necessary for performing the County's duties and responsibilities under this Agreement. These books and records will include all tax records, including existing tax rolls or other records available to City.

7.02 *Limit on Liability*. The County will not be liable to City for any failure to collect taxes under this Agreement; neither will the County Tax Assessor/Collector be liable to City for any failure to collect taxes, unless the Tax Assessor/Collector's failure to collect taxes results from his failure to perform the duties imposed upon the Tax Assessor/Collector by law and by this Agreement. The Tax Assessor/Collector, however, will not be liable to City for any failure to collect taxes where his failure to perform duties imposed by law and by this Agreement arises out of circumstances beyond his control.

7.03 *Current Revenue Funds*. Payments by the parties for services under this Agreement will be made from current revenues available to the parties.

7.04 *Agreement Voidable*. For each year during the term of this Agreement, if City has not established the tax rate as required by law for City and notified the Tax Assessor/Collector accordingly within sixty (60) days after the Central Appraisal District Appraisal Review Board has certified to City the assessed values on the property in City, or by September 30, whichever is later, this Agreement becomes voidable at the County's option. In the event County chooses to void this Agreement, County will give written notice of such action to City, in accordance with the notice provisions set forth in Subsection 13.01 of this Agreement.

7.05 *Authorized Refunds*. Authorized refunds to property owners will be made so that each property owner receiving refunds will receive a single check covering all refunds for all taxing units contracting for assessment and collection services, except for any refunds applicable to property located outside of the County. Refunds may become necessary because of changes that include late exemption claims, clerical errors, overpayment, etc. Refunds from the City to the property owners within the City, except for refunds applicable to property located outside of the County, will be deducted from the collections and withheld from the City in the same manner as provided in Subsection 3.02 of this Agreement; or, if no collections are available, City will remit such refunds to the County within seven (7) days of notification of such sums due. In accordance with Texas Property Tax Code section

31.11(a)(2)(B), the County is authorized to approve refunds not exceeding $2,500. All refunds exceeding $2,500 must be approved by the City Council of the City.

8.0 **Sovereign Immunity**. By executing this Agreement, neither the County nor the City waives or will be deemed to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

9.0 **Termination**.

9.01 *Termination of Agreement*. Unless the County declares this Agreement null and void under Subsection 7.04, this Agreement will continue in full force and effect from year to year until such time as either party terminates it by written notice to the other party under Subsection 13.01 of this Agreement. But such termination will be effective only if notice is given to the other party on or before July 1 of the year in which the party intends this Agreement to terminate, and only if notice is given at least thirty (30) days prior to the effective date of termination. However, the City may, at its option, declare this Agreement null and void by giving written notice from the City to the Tax Assessor/Collector, in accordance with the Notice provisions set forth in Subsection 13.01 of this Agreement, in the event the County chooses to have the Tax Office represented by a private attorney and the City does not agree with the County's choice. If either party terminates this Agreement according to this Agreement's terms, this Agreement will terminate in its entirety, except as otherwise expressly provided by Subsection 9.02 below.

9.02 *Pending Cases*. In the event either party terminates this Agreement for any reason, the County reserves the right to continue to handle pending cases for the collection of delinquent taxes on properties located in the City, for a six (6) month period following the effective date of termination. As used in this Subsection 9.02, "Pending Cases" are cases where the City is the taxing unit and include the following:

9.02.01 - Each case for which the County has sent a demand letter to the delinquent taxpayer;

9.02.02 - Each delinquent tax suit filed in court or intervened in court by County; or

9.02.03 - Each case in which the County and the delinquent taxpayer have agreed that the delinquent taxpayer will pay the delinquent tax in partial payments over a specified period of time.

9.03 *Transfer*. Upon the expiration of the six (6) month period specified in Subsection 9.02 above, the County will transfer all remaining, pending cases to the

City's new legal representative, and upon such transfer, this Agreement will terminate in its entirety.

10.0 **Amendments**. Any amendments, alterations, deletions or waiver of the provisions of this Agreement will be valid only when expressed in writing and agreed to by official action of the governing bodies of both parties, and will be effective only if they do not adversely affect the prompt fulfillment of contract obligations. However, in the performance of services under this Agreement, the County, the County Tax Assessor/Collector, and/or the County Attorney's Office may institute changes, as required or authorized by applicable law.

11.0 **Regulations and Laws**. This Agreement will be governed, interpreted, construed, and enforced in accordance with all applicable laws of the United States of America and the State of Texas (statutory law, case law, rules and regulations), including the provisions of the Texas Property Tax Code.

12.0 **Definitions**.

12.01 *Assessment and Collection.* For purposes of this Agreement, the terms "assessment" and "collection" will include the following:

12.01.01 Calculation of tax;

12.01.02 Preparation of tax rolls;

12.01.03 Proration of taxes;

12.01.04 Correction of clerical errors in tax rolls;

12.01.05 Collection of tax liabilities; and

12.01.06 Issuance of refunds and calculation of an effective tax rate as required by Texas Property Tax Code section 26.04, for the years covered by this Agreement.

The term "assessment" does not include those functions defined as "appraisal" by the Texas Property Tax Code.

12.02 *Current Taxes.* For purposes of this Agreement, the term "current taxes" includes only those taxes legally due and payable without penalty and interest.

12.03 *Delinquent Taxes.* For purposes of this Agreement, the term "delinquent taxes" includes any taxes that have not been received by the County on or before January 31 of any given tax year and on which penalty and interest are due.

12.04 *Tax Year*. For purposes of this Agreement, the term "tax year" refers to the twelve (12) month period that runs from October 1 of one year through September 30 of the following year.

13.0 **Miscellaneous Provisions**.

13.01 *Notice*. Except as otherwise provided in this Agreement, all notice required or permitted under this Agreement will be in writing and will be hand delivered or sent by certified or registered mail, postage prepaid, return receipt requested. For purposes of sending notice under this Agreement, the address of the County is: Honorable Bruce Elfant (or his successor), Travis County Tax Assessor/Collector, 5501 Airport Boulevard, Austin, Texas 78751. For purposes of sending notice under this Agreement, the address of the City is: The City of Round Rock C/O Stephan L. Sheets (or his successor) at Sheets & Crossfield, P.C.; 309 E. Main St.; Round Rock, Texas 78664. Either party may change its address by giving written notice as provided in this subsection or by notifying the City and all other entities by a general mass mail-out. In the case of notice sent by registered or certified mail, notice will be deemed effective three days after deposit in a United States mailbox or a United States post office. In the case of notice made by hand delivery, notice will be deemed effective immediately. This Section does not preclude the County Tax Assessor/Collector from providing the City and all other entities general notice concerning the Tax Assessment and Collection Agreements or any related matter through general mass mail-outs by regular mail.

13.02 *Parties Bound*. This Agreement is binding upon the parties to it and their executors, heirs, legal representatives, successors, and assigns.

13.03 *Copies*. This Agreement is executed in multiple copies, any one of which is a true copy, having the same evidentiary value.

13.04 *Integration*. This represents the entire Agreement and supersedes all prior agreements and negotiations, either written or oral, between the parties relating to the subject matter here.

13.05 *Severability*. The provisions of this Agreement are severable. If any paragraph, section, subsection, sentence, clause, or phrase of this Agreement is held by a court of competent jurisdiction, for any reason, to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect the remaining provisions of this Agreement. If such an event occurs, however, either party may terminate this Agreement by providing written notice of termination to the other party under Subsections 9.0 and 13.01.

13.06 *Venue*. All obligations and undertakings under this Agreement are fully performable in Travis County, Texas. Venue for any dispute arising out of this

Agreement will lie in the courts of appropriate jurisdiction in Travis County, Texas exclusively.

13.07 *Effective Date*. This Agreement will take effect on the date this Agreement is approved by the Travis County Commissioners Court.

13.08 *Titles, Headings and Subheadings*. The titles, headings, and subheadings set forth in this Agreement are intended for the convenience of the parties and are not intended for use in the construction or interpretation of the provisions contained in it.

13.09 *Gender and Number*. As used in this Agreement, unless the context indicates otherwise, a masculine, feminine, or neuter gender include the other, and the singular or plural number include the other.

13.10 *Instruments*. Each party agrees that it will execute, in a timely manner, all instruments and documents needed to implement this Agreement's terms, conditions, and provisions, or that are needed for the other party's performance of its duties and responsibilities under this Agreement.

EXECUTED in triplicate by the County of Travis and by the City of Round Rock, on this the 24th day of July, 2014.

CITY OF ROUND ROCK

By: George White

~~Alan McGraw~~ George White
~~Mayor~~ Mayor Pro-Tem

Date: 7.24.14

Approved as to form:

Stephan L. Sheets

Stephan L. Sheets, City Attorney

TRAVIS COUNTY, TEXAS

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date: _____

By: _____
J. Elliott Beck
Assistant County Attorney

For: David Escamilla
Travis County Attorney

Date: _____

Travis County Commissioners Court Agenda Request

Meeting Date: 08/19/2014
Prepared By/Phone Number: Tom Nuckols (4-9262)
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Biscoe

AGENDA LANGUAGE: Consult With County Attorney and Take Appropriate Action Regarding the Balcones Cayonlands Conservation Program. (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 Commissioners Court Agenda Request

Meeting Date: August 12, 2014 **Executive Session**
Prepared By: Greg Chico **Phone #:** (512) 854-4659
Division Director/Manager: Greg Chico, Real Estate 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 on one or more offers to buy approximately 5.65 acres of land owned and listed for sale by Travis County, and located between U.S. Highway 71 West and Hamilton Pool Road in Precinct Three.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN 551.072, Real Property)

BACKGROUND/SUMMARY OF REQUEST:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

ATTACHMENTS/EXHIBITS:

REQUIRED AUTHORIZATIONS:

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

CC:

Charles Bergh	Parks Director	TNR	(512) 854-9408
Don Ward	Road & Bridge Mgr.	TNR	(512) 854-9317

Greg Chico Mike Martino	Real Estate Manager Real Estate Rep.	TNR TNR	(512) 854-4659 (512) 854-7646
Donna Williams-Jones	Financial Services	TNR	(512) 854-9383
Chris Gilmore, esq.	County Attorney's Off.	TNR	(512) 854-9455

SM:GC:gc
3105 - Public Works/ROW- Misc.; agenda273

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: David Salazar
Office of the Travis County Judge
512-854-9555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge

Commissioners Court Sponsor:

AGENDA LANGUAGE:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING ALL ADVERTISEMENTS RELATED TO THE LEVYING OF TAXES AND ASSOCIATED HEARINGS AND NOTICES. **(THIS ITEM WILL BE TAKEN INTO 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: August 19, 2014
Prepared By/Phone Number: David Salazar
Office of the Travis County Judge
512-854-9555

Elected/Appointed Official/Dept. Head: Samuel T. Biscoe
Travis County Judge

Commissioners Court Sponsor:

AGENDA LANGUAGE:

RECEIVE LEGAL BRIEFING FROM COUNTY ATTORNEY AND TAKE APPROPRIATE ACTION REGARDING SHERIFF'S CURRENT ICE DETAINER PRACTICES AND POLICIES. **(THIS ITEM WILL BE TAKEN INTO 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: August 19, 2014
Prepared By/Phone Number: Elizabeth Montgomery, 512-854-3124
Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney
Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE: Receive briefing from County Attorney's office and consider request for waiver of potential conflict of interest by the County Attorney's office. (Executive Session pursuant to Gov't Code Ann. 551.071).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:
David Escamilla, County Attorney, 512-854-9513
James W. Collins, County Attorney, 512-854-9513
John Hille, County Attorney, 512-854-9513
Beth Devery, County Attorney, 512-854-6654

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Commissioners Court Minutes for the Voting Sessions of August 5 and 12, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Commissioners Court Tuesday, August 5, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on August 5, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive public comments regarding a request for partial plat cancellation of Sweetwater Ranch Section One Village I final plat in Precinct Three. (Commissioner Daugherty) (Action Item #11)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Members of the Court heard from:
Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Citizens Communication

Members of the Court heard from:
Carlos León, Travis County resident
Gus Peña, Travis County resident

Special Items

2. Consider and take appropriate action on a proposed economic development incentive agreement with Charles Schwab Corporation.

   Members of the Court heard from:
   Katie Gipson, Senior Budget Analyst, Planning and Budget Office (PBO)
   Glenn Cooper, Senior Vice President, Corporate Real Estate, Charles Schwab
   Ben Sheppard, Vice President, Plan Sponsor Services, Senior Location Leader for Austin, Charles Schwab
   Leroy Nellis, Acting County Executive, PBO
   David King, Travis County resident
   Patrick Dixon, Travis County resident
   Ed Wendler, Travis County resident
   Christopher Shawn, Travis County resident
   Ashton Cumberbatch, Austin Black Chamber of Commerce
   Ken Naumann, CEO, Socialwear
   Paul Bury, CEO, Bury, Inc.
   Dave Porter, Greater Austin Chamber of Commerce
   Monica Guzman, Travis County resident
   Gus Peña, Travis County resident
   Charisse Bodisch, Vice President, Economic Development, Greater Austin Chamber of Commerce

   MOTION: Approve the contract as presented.
   RESULT: **APPROVED [4 TO 1]**
   MOVER: Bruce Todd, Commissioner
   SECONDER: Gerald Daugherty, Commissioner
   AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
   NAYS: Ron Davis

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

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

   RESULT: **DISCUSSED**

Planning and Budget Dept. Items

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

   RESULT: **NOT NEEDED**

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

   RESULT: **ADDED TO CONSENT**

6. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $1,637,961.39 for the period of July 18 to July 24, 2014.

   RESULT: ADDED TO CONSENT

7. Consider and take appropriate action on a request from the District Attorney's Office to use the Commissioners Courtroom at 700 Lavaca on Friday, August 22, 2014 from 1:00 to 5:00 p.m. to conduct continuing legal education.

   RESULT: ADDED TO CONSENT

8. Consider and take appropriate action on a request from the Travis Central Appraisal District for budget increase. **(This item may be taken into Executive Session under the Consultation with Attorney exception)**

   Members of the Court heard from:
   Marya Crigler, Chief Appraiser, Travis Central Appraisal District (TCAD)
   Jessica Rio, Budget Director, PBO
   Deece Eckstein, Intergovernmental Relations Officer, Intergovernmental Relations (IGR)
   Maria Emerson, Austin Interfaith

   RESULT: DISCUSSED

Purchasing Office Items

9. Approve contract award for annual independent audit services, RFQ No. 1403-006-ML, to the highest qualified respondent, Atchley & Associates.

   RESULT: ADDED TO CONSENT

10. Approve Modification No. 2 to Contract No. 4400001067, Mentis Technology Solutions, LLC, for purchase/maintenance of the Courts Docket Management System.

    RESULT: ADDED TO CONSENT

Transportation and Natural Resources Dept. Items

11. Consider and take appropriate action on the following:

    a. A partial plat cancellation of Sweetwater Ranch Section One Village I final plat; and

    b. A plat for recording: Sweetwater Ranch Section One Village I replat of lot 27 (short form final plat – one lot – 0.185 acres – Rio Chama Lane) in Precinct Three. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

12. Consider and take appropriate action on the acceptance of the dedication of the public street and drainage facilities within West Cypress Hills Phase One, Section 4A, a subdivision in Precinct Three. (Commissioner Daugherty)

    RESULT: ADDED TO CONSENT

13. Consider and take appropriate action on a request to not enforce the building setback line noted on Lot 850 of Apache Shores Section Two final plat in Precinct Three. (Commissioner Daugherty)

    RESULT: **POSTPONED**

14. Consider and take appropriate action regarding the approval of a license agreement on County FEMA buyout lands at Graveyard Point in Precinct Three. (Commissioner Daugherty)

    RESULT: **POSTPONED**

Health and Human Services Dept. Items

15. Consider and take appropriate action on items related to the final draft of Program Year 2014-2018 Consolidated Plan and Program Year 2014 Action Plan:

    a. Approve the final draft and related project budgets, including the comment received, response provided and final edits;

    b. Authorize the County Judge to sign the certifications and Standard Form 424; and

    c. Authorize submission to the U.S. Department of Housing and urban Development, San Antonio Field Office, Region VI.

    Members of the Court heard from:
    Christy Moffett, Social Services Manager, Travis County Health and Human Services (TCHHS)

    MOTION: Approve Items 15.a, b, and c.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Margaret J. Gómez, Commissioner
    SECONDER: Gerald Daugherty, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Bruce Todd

Other Items

16. Receive final report of a Travis County Organizational Review and Assessment for the Commissioners Court. **(This item may be taken into Executive Session under the Consultation with Attorney exception)**

    Members of the Court heard from:
    Martin Zamzow, Executive Assistant, County Commissioner Precinct 3 Office
    Dr. Robert Milne, Ph.D., PSPC Consultants
    Sherine Thomas, Assistant County Attorney
    Steve Manilla, County Executive, TNR

    RESULT: **DISCUSSED**

17. **Revised language.** Consider and take appropriate action on an interlocal cooperation agreement with Austin Independent School District for the Travis County Attorney's Office Underage Drinking Prevention **and the Healthy Families Travis County** program**s**.

    RESULT: **ADDED TO CONSENT**

18. Consider and take appropriate action on request to approve findings and resolutions for adoption by the Commissioners Court of Travis County related to issuance of Roman Forest Education Facilities Finance Corporation Revenue Bonds for the benefit of Young Men's Christian Association of Austin.

    RESULT: **ADDED TO CONSENT**

    Clerk's Note: Judge Biscoe noted that, by approving Item 18, the Commissioners Court authorizes him to sign this item on behalf of the Court.

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

19. Consider and take appropriate action on purchase of approximately 228 acres of land in connection with the Balcones Canyonlands Conservation Plan in Precinct Three. [2] (Commissioner Daugherty)

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

    RESULT: **POSTPONED**

20. Receive briefing from County Attorney regarding Steven Brand v. Travis County; Cause No. 1:14-CV-00658-LY, consider hiring outside counsel and take appropriate action. [1]

    Judge Biscoe announced that Item 20 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    MOTION: Authorize the hiring of the Scott, Douglass & McConnico law firm; authorize the County Judge to attempt to locate $50,000.00, preferably from the District Attorney's 2014 budget; and that the Judge report back to Court in a week or two regarding the status of this matter.
    RESULT: **APPROVED [3 TO 1]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Margaret J. Gómez
    NAYS: Gerald Daugherty
    ABSENT: Bruce Todd

21. In consultation with County Attorney, consider and take appropriate action concerning the extension of administrative leave with pay for Health and Human Services and Veteran Service employee, Slot 30005479. [1 and 3]

    Judge Biscoe announced that Item 21 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

    MOTION: Authorize up to seven additional days of leave with pay.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Ron Davis, Commissioner
    AYES: Samuel T. Biscoe, Ron Davis, Gerald Daugherty, Margaret J. Gómez
    ABSENT: Bruce Todd

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

C3. **Revised language.** Approve the Commissioners Court minutes for the Voting Sessions of June 10, 17, and 24, July 1, 8, 15, and 22 **and 29**, and the Employee Public Hearing of June 26, 2014.

C4. Approve setting a public hearing on Tuesday, August 26, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five-foot wide public utility and drainage easements located along the common lot line of Lots 16 and 17 of Travis Oaks, Section Two in Precinct Three. (Commissioner Daugherty)

    MOTION: Approve Consent Items C1–C4 and Agenda Items 5, 6, 7, 9, 10, 11.a–b, 12, 17, 18.
    RESULT: **ADOPTED [UNANIMOUS]**
    MOVER: Margaret J. Gómez, Commissioner
    SECONDER: Gerald Daugherty, Commissioner
    AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Minutes for the Travis County Commissioners Court Tuesday, August 12, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Call to Order

Meeting called to order on August 12, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX, Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Citizens Communication

Members of the Court heard from:
Shannon Steele, Benefits Administrator, Human Resources Management Department (HRMD)
Carlos León, Travis County resident
Maria Emerson, Austin Interfaith
Jacob Cortes, Lead Organizer, Austin Interfaith
John Brady, Senior Risk and Safety Specialist, HRMD
Gus Peña, Travis County resident
Dr. John Kim, Travis County resident

Special Items

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

Members of the Court heard from:
Hershel Lee, Travis County Fire Marshal

MOTION: Implement a burn ban until September 10, 2014, and authorize the County Judge to sign it on behalf of the Commissioners Court.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Resolutions and Proclamations

2. Approve resolution honoring Dr. David Dolinak, M.D. for his service to Travis County residents for eight years as the Travis County Chief Medical Examiner.

   Members of the Court heard from:
   Danny Hobby, County Executive, Emergency Services
   Sarah Scott, Chief Administrative Officer, Medical Examiner's Office
   Dr. David Dolinak, Travis County Chief Medical Examiner

   MOTION: Approve the Resolution in Item 2.
   RESULT: **APPROVED [UNANIMOUS]**
   MOVER: Samuel T. Biscoe, Judge
   SECONDER: Margaret J. Gómez, Commissioner
   AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Transportation and Natural Resources Dept. Items

3. Consider and take appropriate action on a request for a variance to Title 30-2-158(B) Subdivision Access Streets for the Easton Park Section 1A Preliminary Plan in Precinct Four. (Commissioner Gómez)

   RESULT: **ADDED TO CONSENT**

Planning and Budget Dept. Items

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

   RESULT: **ADDED TO CONSENT**

5. Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

   a. Application to the United States Department of Health and Human Services, Administration for Children and Families to extend the Parenting in Recovery II grant in the Health and Human Services and Veterans Service Department;

   b. Contract amendment with the National Council on Crime and Delinquency to extend the Culture of Excellence Grant in the Juvenile Probation Department;

      RESULT: **ITEMS 5.a-b ADDED TO CONSENT**

   c. Contract amendment with the U.S. Department of Justice, Office on Violence Against Women for the Supervised Visitation and Safe Exchange Grant in the Counseling and Education Services Department;

      Members of the Court heard from:
      Gretta Gardner, Social Services Director, Travis County Counseling and Education Services (TCCES)
      Katie Gipson, Senior Budget Analyst, Planning and Budget Office (PBO)
      Maria Emerson, Austin Interfaith

Jacob Cortes, Lead Organizer, Austin Interfaith
Sandra Gautier, Manager, Planet Safe

MOTION: Approve Item 5.c.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

d. Contract amendment with the Corporation for National And Community Service for the Coming of Age (DADS) Grant in the Health and Human Services and Veterans Service Department;

e. Permission to continue the Trauma Informed Assessment and Response Program in the Juvenile Probation Department until a contract can be fully executed;

f. Permission to continue the Juvenile Accountability Block Grant Local Assessment Center Program in the Juvenile Probation Department until a contract can be fully executed;

g. Permission to continue the Enhancing Services for Victims of Crime Program in the Juvenile Probation Department until a contract can be fully executed; and

h. Permission to continue the Austin/Travis County Integral Care Community Partners for Children Program in the Juvenile Probation Department until a contract can be fully executed.

RESULT: **ITEMS 5.d-h ADDED TO CONSENT**

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

RESULT: **ADDED TO CONSENT**

7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of $887,061.71 for the period of July 25 to July 31, 2014.

RESULT: **ADDED TO CONSENT**

8. **Revised language.** Consider and take appropriate action on the following:

a. Setting FY2015 salaries for elected officials;

b. The form of grievance committee; and

c. Proposed calendar.

Members of the Court heard from:
Diana Ramirez, Senior Budget Analyst, PBO
Jessica Rio, Budget Director, PBO
Barbara Wilson, Assistant County Attorney

MOTION: Approve PBO's recommendations regarding Items 8.a-c:
- No salary increases for elected officials
- Establish a grievance committee comprised of nine citizens and the County Judge as a non-voting member
- Approve the proposed calendar

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Gerald Daugherty, Commissioner
SECONDER: Bruce Todd, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

9. Consider and take appropriate action on an update regarding the current status of the Balcones Canyonlands Conservation Plan requirements, including:

   a. Current County funding;

   b. Possible state or federal funding; and

   c. Estimated completion date.

   Members of the Court heard from:
   Leroy Nellis, Interim County Executive, PBO
   Jon White, Natural Resource Environmental Quality Division Director, Transportation and Natural Resources (TNR)
   Wendy Connally, Natural Resources Program Manager, TNR
   Melinda Mallia, Environmental Project Manager, TNR
   David Escamilla, Travis County Attorney

   RESULT: **DISCUSSED**

10. Consider and take appropriate action on Travis County employee parking issues in the Central Business District:

    a. Amendments to Chapter 11 of the Travis County Code (Parking Policy); and

    b. Effective date for Commute Options Benefit Program.

    Members of the Court heard from:
    Mark Gilbert, Strategic Resource Planning, PBO
    Sydnia Crosby, Financial Analyst, TNR
    Daniel Bradford, Assistant County Attorney
    Jessica Rio, Budget Director, PBO

    Clerk's Note: The Court set a deadline of noon, Wednesday, August 13, 2014, for submitting new language to the proposed parking policy.

    RESULT: **DISCUSSED** **Reset for: 8/19/2014**

11. Consider and take appropriate action on recommendation to settle the claim regarding TNR Pace Bend Park.

    RESULT: **ADDED TO CONSENT**

12. Consider and take appropriate action to approve client request to disclose protected health information and authorize Benefits Manager to execute any similar additional documentation related to the implementation and coordination among the current vendors and among the vendors selected to administer health care benefits for Travis County employees.

    RESULT: **ADDED TO CONSENT**

Justice and Public Safety Items

13. Consider and take appropriate action regarding a four-point transition plan for the Travis County Medical Examiner's Office:

    a. Appointment of Chief Medical Examiner on an interim basis;

    b. Approval of temporary assignment pay for two staff members;

    c. Approval of timetable for search of new Chief Medical Examiner; and

    d. Appointment of two members of the Court to serve on the Search Committee.

    Members of the Court heard from:
    Danny Hobby, County Executive, Emergency Services
    Dr. David Dolinak, Chief Medical Examiner
    Daniel Bradford, Assistant County Attorney

    MOTION: Approve Items 13.a-d.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Bruce Todd, Commissioner
    SECONDER: Margaret J. Gómez, Commissioner
    AYES: Biscoe, Davis, Todd, Daugherty, Gómez

    Judge Biscoe announced that Item 13.d would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    Clerk's Note: Item 13.d was discussed in Executive Session. No additional action was taken.

Purchasing Office Items

14. Approve Modification No. 1 to Contract No. 4400001727, Jordan Foster Construction, LLC, for Howard Lane II Roadway Extension.

    RESULT: **ADDED TO CONSENT**

15. Approve contract award for Travis County school land oil and gas lease, IFB B1406-003-JW, to the highest bidder, S.B. Street Operating, Inc.

    RESULT: **ADDED TO CONSENT**

16. Approve Modification No. 5 to Contract No. 4400000114, Klotz Associates, for Bee Creek Road Design Project.

    RESULT: **ADDED TO CONSENT**

17. Reject proposals received for RFS No. S1404-010-LD, Park Concession Operations.

    RESULT: **ADDED TO CONSENT**

18. Approve Contract No. 4400002147, Father Flanagan's Boys' Home for professional residential treatment services.

    RESULT: **ADDED TO CONSENT**

Other Items

19. Consider and take appropriate action to appoint Ron Means as Travis County Citizens Representative to the CAPCOG Law Enforcement Education Committee effective immediately through December 31, 2015. (Judge Biscoe)

    RESULT: **ADDED TO CONSENT**

20. Consider and take appropriate action to reappoint the following to the Balcones Canyonlands Conservation Plan Citizens Advisory Committee for two-year terms ending June 30, 2016:

    a. Ken Beck;

    b. John Gosdin; and

    RESULT: **ADDED TO CONSENT**

    c. Lynne Weber.

    RESULT: **PULLED**

21. Receive an informational copy of the Travis County Adult Probation's Fiscal Year 2015 Proposed State Budget.

    RESULT: **ADDED TO CONSENT**

22. Consider and approve Amendment No. Twelve to the Memorandum of Understanding relating to security for the Combined Transportation, Emergency & Communications Center (CTECC) and extending the scope of work for the Travis County Sheriff's Office through FY15.

    RESULT: **ADDED TO CONSENT**

23. Consider and take appropriate action on an order for the General Election on November 4, 2014.

    MOTION: Approve Item 23.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Samuel T. Biscoe, Judge
    SECONDER: Bruce Todd, Commissioner
    AYES: Biscoe, Davis, Todd, Daugherty, Gómez

24. Ratify granting waiver of parking fees to City of Austin for public visitors after 5:00 p.m. on days City Council meets in Commissioners Courtroom and issues related thereto.

    MOTION: Approve Item 24.
    RESULT: **APPROVED [UNANIMOUS]**
    MOVER: Gerald Daugherty, Commissioner
    SECONDER: Samuel T. Biscoe, Judge
    AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

Note 1: Gov't Code Ann 551.071, Consultation with Attorney
Note 2: Gov't Code Ann 551.072, Real Property
Note 3: Gov't Code Ann 551.074, Personnel Matters
Note 4: Gov't Code Ann 551.076, Security
Note 5: Gov't Code Ann 551.087, Economic Development Negotiations

25. Consider and take appropriate action on a request from the Travis Central Appraisal District for budget increase and consultant services concerning property values. [1]

    Judge Biscoe announced that Item 25 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: DISCUSSED

26. Consider and take appropriate action on one or more offers to buy approximately 5.65 acres of land owned and listed for sale by Travis County that is located between U.S. Highway 71 West and Hamilton Pool road in Precinct Three. [2] (Commissioner Daugherty)

    Judge Biscoe announced that Item 26 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

    RESULT: DISCUSSED **Reset for: 8/19/2014**

27. Receive legal briefing from County Attorney and take appropriate action regarding the decision from the Supreme Court of Texas concerning Waste Management of Texas, Inc.'s permit to expand its Austin Community Landfill located on Giles Road. [1]

    Judge Biscoe announced that Item 27 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

    RESULT: DISCUSSED

28. **Revised language.** Receive legal briefing from County Attorney and take appropriate action regarding potential disputes over the environmental impact **of** the State Highway 45 Southwest Project in Precinct 3. [1 and 2]

    Judge Biscoe announced that Item 28 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

    RESULT: DISCUSSED **Reset for: 8/26/2014**

Consent Items

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

MOTION:	Approve Consent Items C1–C2 and Agenda Items 3, 4, 5.a–b, 5.d–h, 6, 7, 11, 12, 14, 15, 16, 17, 18, 19, 20.a–b, 21, and 22.
RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Margaret J. Gómez, Commissioner
SECONDER:	Gerald Daugherty, Commissioner
AYES:	Biscoe, Davis, Todd, Daugherty, Gómez

Added Item

A1. In consultation with County Attorney, consider and take appropriate action concerning the extension of administrative leave with pay for Health and Human Services and Veteran Service employee, Slot 30005479. **(This item will be taken in Executive Session under the Consultation with Attorney and Personnel exceptions).**

Judge Biscoe announced that Item A1 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.074, Personnel Matters.

MOTION:	Grant an additional seven days of administrative leave with pay to allow the Health and Human Services Department to complete the ongoing investigation of the matter.
RESULT:	**APPROVED [4 TO 0]**
MOVER:	Samuel T. Biscoe, Judge
SECONDER:	Ron Davis, Commissioner
AYES:	Samuel T. Biscoe, Ron Davis, Bruce Todd, Margaret J. Gómez
ABSENT:	Gerald Daugherty

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge

Created 08-14-14 at 4:18 pm

Travis County Commissioners Court Agenda Request

Meeting Date: August 19, 2014
Prepared By: Paul Scoggins, Engineering Specialist **Phone #:** (512) 854-7619 AB
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: Approve setting a public hearing on Tuesday, September 9, 2014 to receive comments regarding a request to authorize the filing of an instrument to vacate two five foot wide public utility easements located along the common lot line of Lots 5 and 6, Block C of Aqua Monte – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:
TNR staff has received a request to authorize the filing of an instrument to vacate two five foot wide public utility easements (PUEs) located along the common lot line of Lots 5 and 6, Block C of Aqua Monte. The easements are shown schematically on the plat. Lots 5 and 6 front on Heathcliff Drive, a street not maintained by Travis County.

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 requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:
According to the request letter the owner would like to construct a house and its onsite septic system on Lots 4, 5, and 6, Block C of the Aqau Monte subdivision. Vacating the easements between Lots 5 and 6 should resolve any potential encroachment issues. There are not any dedicated easements between Lots 4 and 5.

FISCAL IMPACT AND SOURCE OF FUNDING:
None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
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	Development Services	(512) 854-7561

CC:

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

SM:AB:ps
1101 - Development Services Long Range Planning - Aqua Monte

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two five foot wide public utility easements located along the common lot line of Lots 5 and 6, Block C of Aqua Monte as recorded at Book 23, Page 28 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 two 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 two 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 9, 2014 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the two five foot wide public utility easements located along the common lot line of Lots 5 and 6, Block C of Aqua Monte, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE _____ DAY OF_____ 2014.

_____
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

EXHIBIT "A"
5' UTILITY EASEMENT TO BE RELEASED ON LOT 5, BLOCK C
AQUA MONTE SUBDIVISION

FIELD NOTE`DESCRIPTION

BEING A CALCULATED MAP AREA OF 328 SQUARE FEET OF LAND OUT OF LOT 5, BLOCK C, AQUA MONTE, A SUBDIVISION RECORDED IN BOOK 23, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF A 10 FEET WIDE UTILITY EASEMENT CENTERED ALONG THE NORTHEAST LINE OF SAID LOT 5, BEING THE SOUTHWEST LINE OF LOT 6, BLOCK C OF SAID AQUA MONTE SUBDIVISION; SAID 328 SQUARE FEET MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a cap marked "Stearns 4990" found in the curving right-of-way line (ROW) of Heathcliff Drive, being the southwest corner of said Lot 6 and the north corner of said Lot 5, for the north corner and **POINT OF BEGINNING** herein;

THENCE along the common southwest line of said Lot 6, being the northeast line of said Lot 5, S49°04'00"E, a distance of 65.08 feet to a point for the south corner of said Lot 6, being the east corner of said Lot 5, for the east corner herein;

THENCE along the southeast line of said Lot 5, S30°22'00"W, a distance of 5.09 feet to a point for the south corner herein;

THENCE through the interior of said Lot 5, N49°04'00"W, a distance of 66.26 feet to a point in the curving ROW of Heathcliff Drive, being in the northwest line of said Lot 5 for the west corner herein;

THENCE with a curve to the left, having a radius of 50.00 feet, an arc length of 5.01 feet and a chord which bears N43°47'36"E, a distance of 5.01 feet to the **POINT OF BEGINNING** and containing 328 square feet of land, more or less.

SEE SKETCH TO ACCOMPANY THESE FIELDNOTES (next page).

Field notes written July 17, 2014
Bearings are taken from the recorded plat bearings

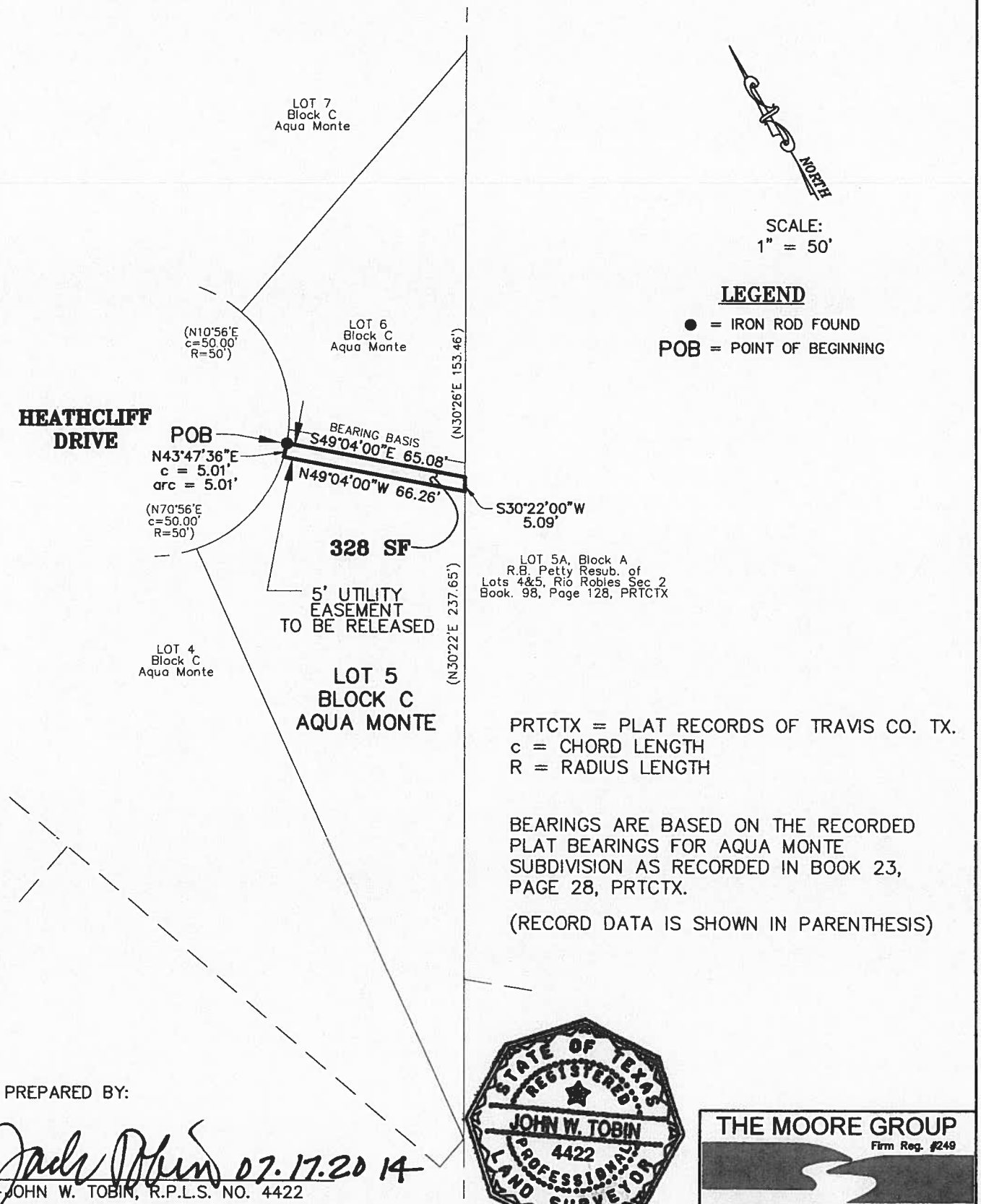
BY: Jack Tobin 07·17·2014
JOHN W. TOBIN Date
Registered Professional Land Surveyor No.4422
THE MOORE GROUP
1000 CUERNAVACA
AUSTIN, TEXAS 78733
(512) 442-0377

STATE OF TEXAS REGISTERED JOHN W. TOBIN 4422 PROFESSIONAL LAND SURVEYOR

P:\s13-059 1601 Heathcliff Dr\Easement Vacation\ Field Notes Lot 5.doc

Created 08-14-14 at 4:18 pm

SKETCH TO ACCOMPANY FIELD NOTES FOR 328 SQUARE FEET OF LAND OUT OF LOT 5, BLOCK C, AQUA MONTE, A SUBDIVISION RECORDED IN BOOK 23, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS



PRTCTX = PLAT RECORDS OF TRAVIS CO. TX.
c = CHORD LENGTH
R = RADIUS LENGTH

BEARINGS ARE BASED ON THE RECORDED PLAT BEARINGS FOR AQUA MONTE SUBDIVISION AS RECORDED IN BOOK 23, PAGE 28, PRTCTX.

(RECORD DATA IS SHOWN IN PARENTHESIS)

PREPARED BY:

07.17.2014

JOHN W. TOBIN, R.P.L.S. NO. 4422

STATE OF TEXAS
REGISTERED
JOHN W. TOBIN
4422
PROFESSIONAL
LAND SURVEYOR

THE MOORE GROUP
Firm Reg. #249
ENGINEERING, SURVEYING & PLANNING
1000 CUERNAVACA
AUSTIN, TEXAS 78733
PH. (512) 442-0377
FAX (512) 442-7807

EXHIBIT "A"
5' UTILITY EASEMENT TO BE RELEASED ON LOT 6, BLOCK C
AQUA MONTE SUBDIVISION

FIELD NOTE`DESCRIPTION

BEING A CALCULATED MAP AREA OF 324 SQUARE FEET OF LAND OUT OF LOT 6, BLOCK C, AQUA MONTE, A SUBDIVISION RECORDED IN BOOK 23, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS, AND BEING A PART OF A 10 FEET WIDE UTILITY EASEMENT CENTERED ALONG THE SOUTHWEST LINE OF SAID LOT 6, BEING THE NORTHEAST LINE OF LOT 5, BLOCK C OF SAID AQUA MONTE SUBDIVISION; SAID 324 SQUARE FEET MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at an iron rod with a cap marked "Stearns 4990" found in the curving right-of-way line (ROW) of Heathcliff Drive, being the north corner of said Lot 5 and the southwest corner of said Lot 6, for the west corner and **POINT OF BEGINNING** herein;

THENCE along the east ROW of Heathcliff Drive and the west line of said Lot 6, with a curve to the left, having a radius of 50.00 feet, an arc length of 5.01 feet and a chord which bears N38°03'49"E, a distance of 5.01 feet to a point for the north corner herein;

THENCE through the interior of said Lot 6, S49°04'00"E, a distance of 64.40 feet to a point in the southeast line of said Lot 6, for the east corner herein;

THENCE along the southeast line of said Lot 6, S30°26'00"W, a distance of 5.09 feet to a point for the east corner of said Lot 5, being the south corner of said Lot 6, for the south corner herein;

THENCE along the common northeast line of said Lot 5, being the southwest line of said Lot 6, N49°04'00"W, a distance of 65.08 feet to the **POINT OF BEGINNING** and containing 324 square feet of land, more or less.

SEE SKETCH TO ACCOMPANY THESE FIELDNOTES (next page).

Field notes written July 17, 2014
Bearings are taken from the recorded plat bearings

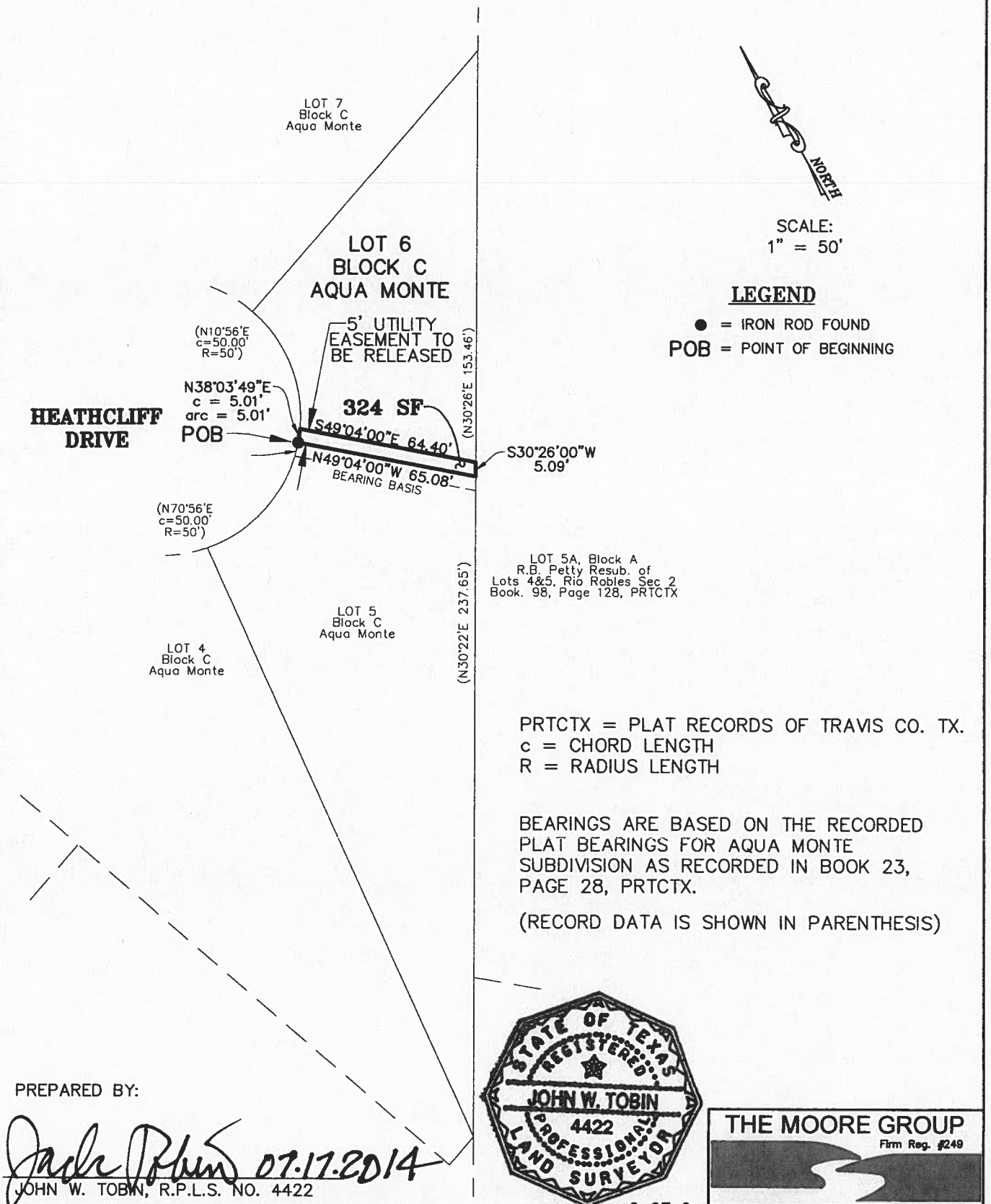
BY: 07-17-2014
JOHN W. TOBIN Date
Registered Professional Land Surveyor No.4422
THE MOORE GROUP
1000 CUERNAVACA
AUSTIN, TEXAS 78733
(512) 442-0377

STATE OF TEXAS REGISTERED JOHN W. TOBIN 4422 PROFESSIONAL LAND SURVEYOR

P:\s13-059 1601 Heathcliff Dr\Easement Vacation\ Field Notes Lot 6.doc

Created 08-14-14 at 4:18 pm

SKETCH TO ACCOMPANY FIELD NOTES FOR 324 SQUARE FEET OF LAND OUT OF LOT 6, BLOCK C, AQUA MONTE, A SUBDIVISION RECORDED IN BOOK 23, PAGE 28 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS



PRTCTX = PLAT RECORDS OF TRAVIS CO. TX.
c = CHORD LENGTH
R = RADIUS LENGTH

BEARINGS ARE BASED ON THE RECORDED PLAT BEARINGS FOR AQUA MONTE SUBDIVISION AS RECORDED IN BOOK 23, PAGE 28, PRTCTX.

(RECORD DATA IS SHOWN IN PARENTHESIS)

STATE OF TEXAS
REGISTERED
JOHN W. TOBIN
4422
PROFESSIONAL
LAND SURVEYOR

PREPARED BY:

07.17.2014

JOHN W. TOBIN, R.P.L.S. NO. 4422

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1000 CUERNAVACA
AUSTIN, TEXAS 78733
PH. (512) 442-0377
FAX (512) 442-7807

P:\s13-059 1601 Heathcliff Dr\Easement Vacation\Sketch to accompany field notes Lot 6.dwg

Created 08-14-14 at 4:18 pm

Received
JUL 11 2014
Travis County-TNR

TRAVIS CREEK
Homes L.L.C.

Paul Scoggins
Travis County Transportation and Natural Resources
700 Lavaca Street
Travis County Administration Building
Austin, Texas 78767

Dear Mr. Scoggins,

Please find attached to this letter forms concerning the vacating of a utility easement. The easement is located between lots five and six, Block C, Aqua Monte Subdivision. The street address is 1600 Heathcliff Dr. Austin, Texas 78733. All three lots (Lots 4, 5 and 6) are owned by John K. Frederick, 1707 Lost Creek Blvd. Austin, Texas 78746.

Mr. Frederick is ready to start construction of a personal residence on these lots. The onsite septic system has been designed and submitted to the County. The system will require a line to run across the easement from the tanks to the drain field, hence the need to vacate the easement. The system has been approved pending the easement being vacated.

Easement releases have been obtained from Austin Energy, AT&T and WCID 18. A survey is also attached.

If any additional information is needed please contact me as follows. Eddie Dick-512-695-9377. Thanks you for your consideration.

Sincerely,

Eddie Dick
Owner
Travis Creek Homes, LLC

P.O. Box 342076 • Austin, Texas 78734 • Office: 512.402.0455 • Fax: 512.692.1968

Created 08-14-14 at 4:18 pm

at&t

SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by *SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND John Kurt Frederick,* GRANTEE, wherein GRANTOR in consideration of One Dollar ($1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in *Travis County*, Texas, and described as follows:

Lot 4, Lot 5, and Lot 6, Block C, Aqua Monte, Deed of record in Document 2013165425, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Volume 23, Page 28, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 10 foot wide utility easement between the said Lots 5 and 6, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 1 day of July, 2014.

SOUTHWESTERN BELL TELEPHONE COMPANY

Name : Anthony Michelich

Title: MGR.-ENG. DESIGN

THE STATE OF Texas
COUNTY OF Travis

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY MICHELICH, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 1st day of July, 2014.

Notary Public in and for the State of Texas
My Commission Expires 3/20/2017

CHRISTOPHER E. BARHAM
Notary Public, State of Texas
My Commission Expires
March 20, 2017

TIME WARNER CABLE
THE POWER OF YOU
750 CANYON DR, STE 500
COPPELL, TX 75019

July 11, 2014

Eddie Dick
Travis Creek Homes
P.O. Box 342076
Austin, Texas 78734

SUBJECT: Abandonment of 1600 Heathcliff Dr, Austin, TX 78733

We have reviewed your request for the above referenced Utility Easement, and Time Warner Cable (TWC) hereby grants the abandonment of the ROW near 1600 Heathcliff Dr, located within the city of Austin, TX.

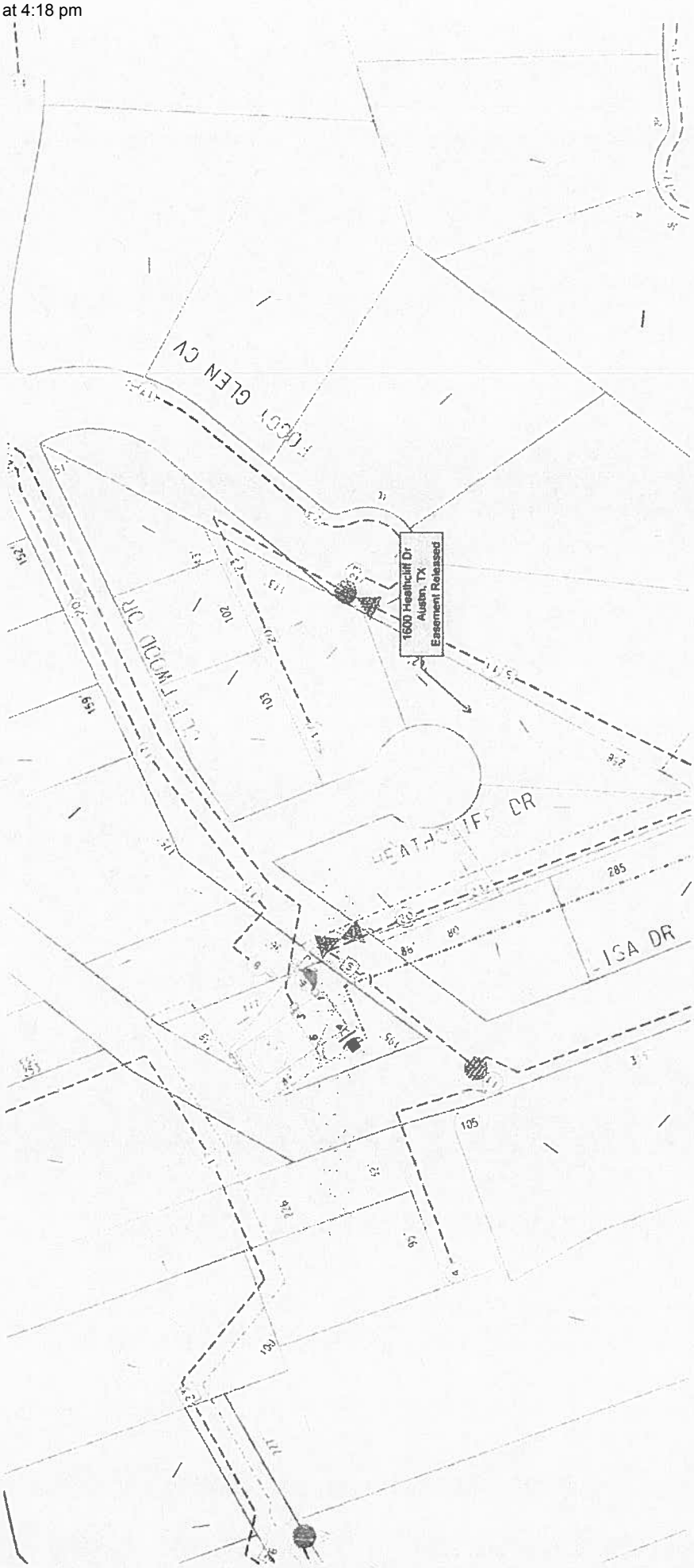
If applicable, please contact the Texas Excavation Safety System (Texas811) to have facilities marked & located within affected easements before any excavations are started.

For future reference, please send all utility coordination, abandonments, encroachments, plat signatures, or serviceability requests, or notices of relocation to west-engineering-relo@twcable.com. Please share this information with whoever needs these services.

Sincerely,

Lisa N Lowe

Created 08-14-14 at 4:18 pm



Created 08-14-14 at 4:18 pm

Time Warner Cable

Central Texas Area

2012 RELOCATION PROJECT
ESTIMATE ONLY

NODE: B107

Origination Date: 7/14/2014
Start Date: 7/11/2014
Completion Date: 7/11/2014

PROJECT INFORMATION

Location Name: CTX Austin
Activity Name: Forced Relocation
Project Name: 1600 Heathcliff Dr_Austin TX
Job/ DOCK #:
Line of Business: 408 - Forced Relocations
Project Driver: Replacement - Identified
Project Type: Forced Relocation
BW/Fiber Activity: Other
PA Type: New
Existing Bandwidth: N/A
Category: Forced Plant Relo

BU	Project #	ID	OU	BS	Product	FA	Res Cat	Sub Cat
14900	#N/A		1551	##	n/a	601	FRELO	Multiple

Project Scope

This is a replat. Cost for this project will be $0.00.

PURCHASE INFORMATION

			Contract Labor	In-House Labor	Materials	Freight	Reimbursement	Total
FRELO								
Design - Aerial	A10	601						
Make Ready - Aerial	A11	601						
Strand & Hardware - Aerial	A12	601						
Splicing & Electronics -Aerial	A13	601						
Fiber Construction - Aerial	A14	601						
Coaxial Construction - Aerial	A15	601						
Capitalized Interest - Aerial	A16	601						
Design - UG	U10	601						
Make Ready - UG	U11	601						
Hardware - UG	U12	601						
Splicing & Electronics - UG	U13	601						
Fiber Construction - UG	U14	601						
Coaxial Construction - UG	U15	601						
Capitalized Interest - UG	U16	601						
EQHDE								
Fiber Optronics - Headend	H31	601						
INSTL								
Drops - New Connects		601						
Make Ready - Replacements								

TOTALS

Total Labor
Total Material
GRAND TOTAL - ESTIMATE ONLY

APPROVALS

Requested By:		Client Approved By:	
Name: Matt Brashier		Name:	
Title: Forced Relo Coordinator		Title:	
Phone:	Date	Phone:	Date
Signature:	7/14/2014	Signature:	

TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1600 Heathcliff Dr., Austin, TX 78733 (address) and/or Lots 4,5,& 6, Block C, Aqua Monte Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

X We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature

Sonny Poole
Printed Name

Mgr., PIRES
Title

Austin Energy
Utility Company or District

May 5, 2014
Date

Please return this completed form to:

Eddie Dick - Travis Creek Homes
Name

13440 Saddle Back Pass
Address

Bee Cave, TX 78738
City/State/Zip

INT. SP
DATE. 5/5/2014

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

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 1605 Heathcliff DR. Austin, TX 78733 (address) and/or Lots 4,5,6, Block C, Aqua Monte Subdivision (legal description) and as described on the enclosed drawing or document. An action of the Commissioners Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

✓ We do not have need for an easement on the property as described in the accompanying document.

____ We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Marcia Hyink
Signature

Marcia Hyink
Printed Name

Board President
Title

TC WC&ID 18
Utility Company or District

June 9, 2014
Date

Please return this completed form to:

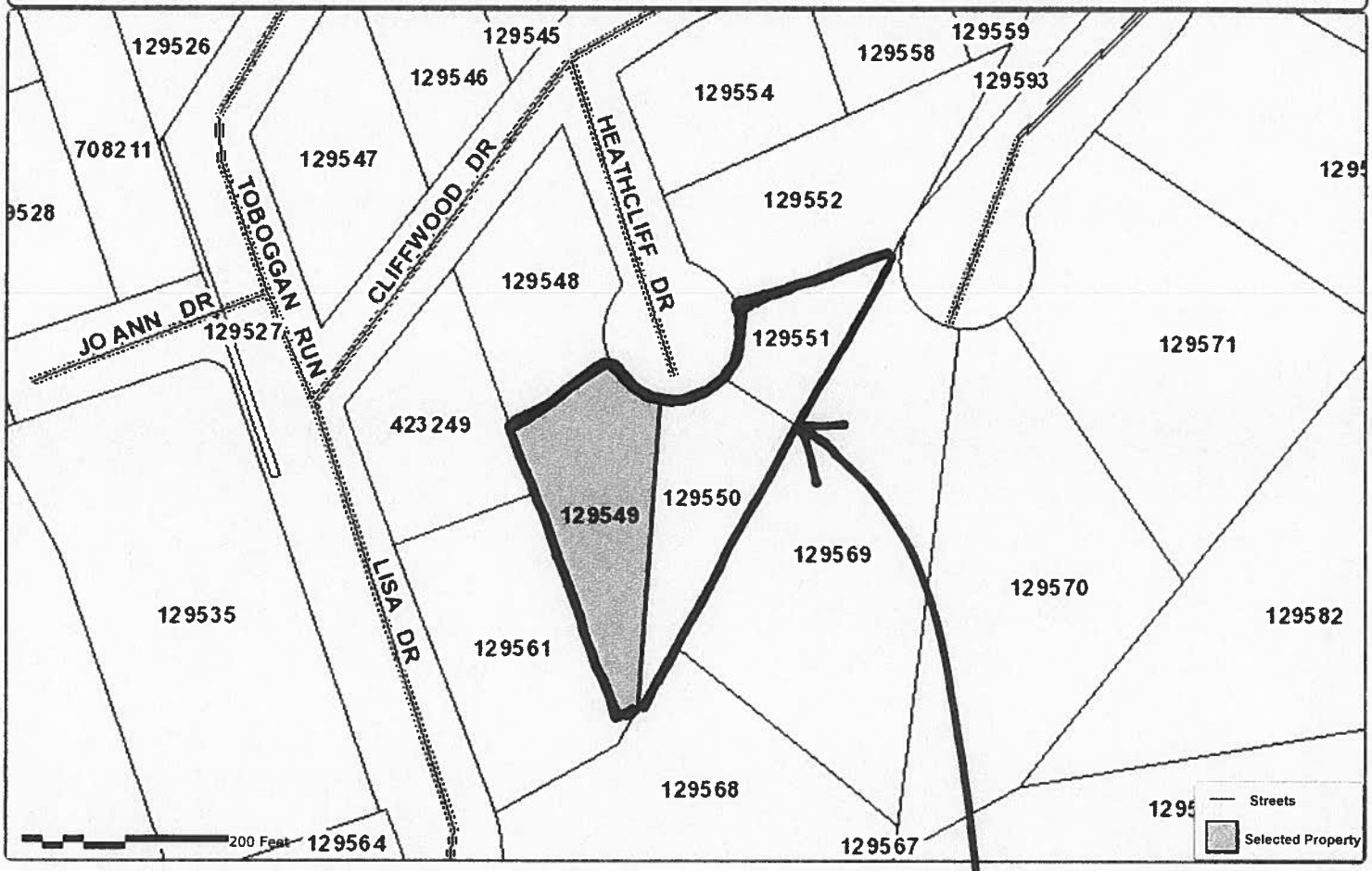
Name

Address

City/State/Zip

Created 08-14-14 at 4:18 pm

Travis CAD - Map of Property ID 129549 for Year 2014



Property Details

Account

Property ID: 129549
Geo ID: 0133380304
Type: Real
Legal Description: LOT 4 BLK C AQUA MONTE

Location

Situs Address: HEATHCLIFF DR TX 78733
Neighborhood: N8904
Mapsco: 522S
Jurisdictions: 08, 58, 0A, 2J, 03

Owner

Owner Name: FREDERICK JOHN KURT
Mailing Address: , 1707 LOST CREEK BLVD, AUSTIN, TX 78746

Property

Appraised Value: $48,000.00

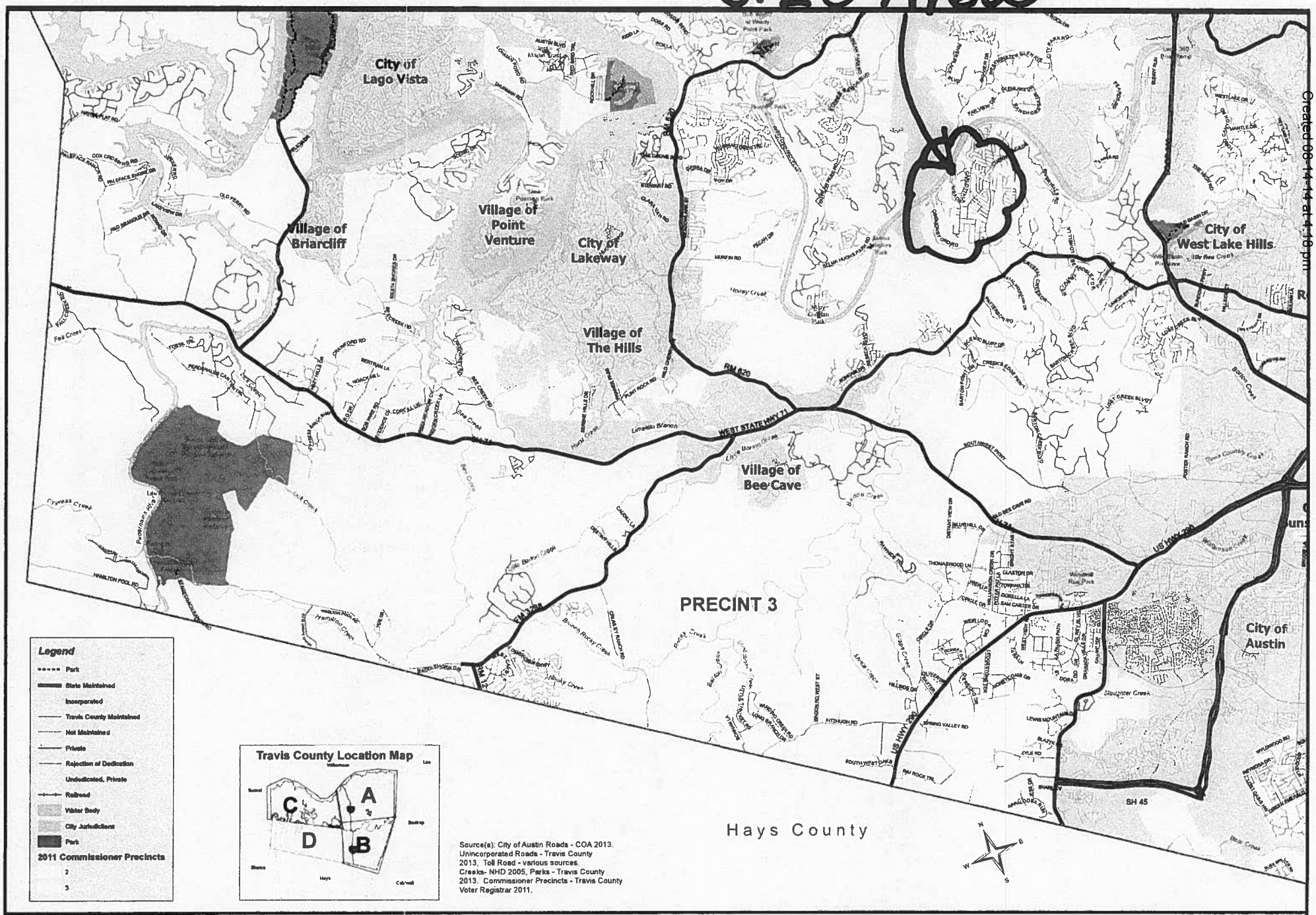
Site Location

http://propaccess.traviscad.org/Map/View/Map/1/129549/2014

powered by: PropertyACCESS www.trueautomation.com

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.

Site Area



Created 08-14-14 at 4:18 pm

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

0 0.9 Miles

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

Site Area

Created 08-14-14 at 4:18 pm
Hughes Park
Fritz
Colorado River
STEINER RANCH BLVD
RUNNING DEER TRL
FOY DR
QUINLAN PARK RD
PECAN DR
MURFIN RD
SELMA HUGHS PARK RD
Selma Hughes Park
Honey Creek
Mary Quinlan Park
BIGVIEW
GLENLAKE DR
FAR VIEW DR
RANCH CREEK DR
CUERNEVACA DR
CARLOTTA LA
LISA DR
COMMONS FORD RD
RIVER HILLS RD
LOWELL LA
BEARDSLEY DR
TALBOTTON
CRYSTAL CREEK DR
CRYSTAL MOUNTAIN DR
PATTERSON RD

Travis County Commissioners Court Agenda Request
Travis County Bee Cave Road District No. 1

Meeting Date: August 19, 2014
Prepared By/Phone Number: Robert Resnick, Commissioners Court Specialist, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, Travis County Clerk
Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Approve the Bee Cave Road District No. 1 (Galleria) Minutes for the Voting Session of August 12, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, August 12, 2014 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 ● www.co.travis.tx.us ● PO Box 149325, Austin, TX 78714-9325

Meeting called to order on August 12, 2014, in the Travis County Administration Building, Commissioners Courtroom, 700 Lavaca Street, 1st Floor, Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Bruce Todd	Precinct 2, Commissioner	Present
Gerald Daugherty	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Approve the investments in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Samuel T. Biscoe, Bruce Todd, Gerald Daugherty, Margaret J. Gómez
ABSTAIN: Ron Davis

2. Approve the Bee Cave Road District No. 1 Minutes for the Voting Sessions of June 17 and 24, and July 29, 2014.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Gerald Daugherty, Commissioner
AYES: Biscoe, Davis, Todd, Daugherty, Gómez

Minutes approved by the Commissioners Court

_____
Date of Approval

_____
Samuel T. Biscoe, Travis County Judge