



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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:

APPROVE RESOLUTION IN SUPPORT OF THE USE OF HYPERBARIC OXYGEN THERAPY AND OTHER MEDICAL TREATMENTS AND THERAPY FOR TRAUMATIC BRAIN INJURY AND POST TRAUMATIC STRESS SYNDROME FOR VETERANS.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Please see attached.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

WHEREAS, signature wounds of Iraq and Afghanistan are Traumatic Brain Injury (TBI), Post Traumatic Stress Disorder (PTSD) and are significant health issues for Texas Veterans returning from their tours of duty;

WHEREAS, the effects of TBI and PTSD have no definitive medical treatments other than palliative drugs and counseling leaving Veterans at the mercy of these long lasting and life threatening conditions, the results of which sometimes includes suicide;

WHEREAS, several well-documented, curative therapies are available, including Hyperbaric Oxygen Therapy that offers additional, alternative and curating ways to restore Veterans lives and minds;

WHEREAS, numerous studies have demonstrated that, left untreated, these injuries adversely impact the returned Veterans' lives frequently resulting in destroyed families, drug and alcohol use, unemployment, mental illness, incarceration, and homelessness;

WHEREAS, these results manifest themselves in society and our communities as increased unemployment, public health treatment costs, mental illness costs, alcohol and drug treatments, family breakups and disrupted lives; and

WHEREAS, neither the Veterans Administration, Military Medicine nor Medicare reimburses medical practitioners for their efforts to help these Veterans.

NOW, THEREFORE, BE IT RESOLVED THAT WE, THE TRAVIS COUNTY COMMISSIONERS COURT, HEREBY URGE THE TEXAS STATE GOVERNMENT TO PROVIDE APPROPRIATE FUNDING AND FOCUS TO PROVIDE RESULTS-ORIENTED, EVIDENCE-BASED, PROVEN TREATMENT, INCLUDING HYPERBARIC OXYGEN THERAPY FOR RETURNING VETERANS SUFFERING THE RESIDUAL AFTER EFFECTS OF TBI AND PTSD.

Signed and entered this 9th day of September, 2014.

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



ADVANCED SEARCH »



- HOME
- CAMPAIGNS
- WHO WE ARE
- TAKE ACTION AND BE HEARD!
- RESOURCES
- ANH REGIONS

New Study Reaffirms: Hyperbaric Oxygen Therapy Should Be Standard Treatment for Veterans

December 6, 2011

[Print This Post](#)



So why does the government keep blocking its use?

Research from health pioneer (and former ANH-USA board member) Dr. Paul G. Harch published in the *Journal of Neurotrauma* indicates that hyperbaric oxygen therapy, or HBOT, is able to dramatically help veterans with post-concussion syndrome (a form of traumatic brain injury) and post-traumatic stress disorder (PTSD). Dr. Harch is an associate clinical professor of medicine at

Louisiana State University in New Orleans.

Since January 2007, ANH-USA has been bringing attention to [a project to have veterans treated with HBOT](#). In HBOT, the patient is put in a hyperbaric oxygen chamber, which saturates the tissues with twelve times more oxygen than can be absorbed by breathing. This greatly enhances the body's own healing process.

Under normal circumstances, oxygen is transported throughout the body only by red blood cells. With HBOT, oxygen is dissolved into all of the body's fluids, the plasma, the central nervous system fluids, the lymph, and the bone, and can be carried to areas where circulation is diminished or blocked. In this way, extra oxygen can reach all of the damaged tissues and the body can support its own healing process. The increased oxygen greatly enhances the ability of white blood cells to kill bacteria, reduces swelling, and allows new blood vessels to grow more rapidly into the affected areas. It is a simple, non-invasive, and painless treatment.

According to Dr. Harch's new study, even three years after the vets sustained brain injury, one month of HBOT was able to induce improvements in brain blood flow, cognition, symptoms, and quality of life, while the veterans experienced fewer suicidal thoughts.

Specifically, improvements were seen in 92% of vets experiencing short-term memory problems, 87% of those complaining of headaches, 93% of those with cognitive deficits, 75% with sleep disruption, and 93% with depression. There were also improvements in irritability, mood swings, impulsivity, balance, motor function, IQ, and blood flow in the brain, as well as the reduction in PTSD symptoms and suicidal thoughts. And there was a reduction in—or complete elimination of—psychoactive and narcotic prescription medication usage in 64% of those previously prescribed the medication.

One major problem is that the HBOT treatment is currently “off-label.” In other words, it is [an FDA-approved treatment for some conditions](#)—but not for traumatic brain injury (TBI) or PTSD. Because of this, the Department of Defense does not allow HBOT to be prescribed for its veterans—they say they don't prescribe off-label medications and treatments for these diagnoses, and [claim that they can only use HBOT after it has been approved by the FDA for this use](#).

This is a completely false and misleading statement! The Department of Defense often uses off-label antipsychotic drugs for treatment of TBI and PTSD. This should not surprise us. The FDA receives a large proportion of its budget from pharmaceutical manufacturers. And the government turns to drugs, often very inappropriate and damaging drugs, to treat damaged veterans without even considering alternatives.

Nearly 280,000 individuals received antipsychotic medication in 2007. Yet over 60% of them had no record of a diagnosis for which these drugs are approved. Antipsychotic drugs were prescribed off-label for PTSD (42% of the patients), minor depression (40%),

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major depression (28%), post-traumatic stress disorder (20%)—with about 20% having more than one condition. About 20% of veterans diagnosed with PTSD—or nearly 87,000 patients—are prescribed an antipsychotic each year even though it is an off-label use.

TBI and PTSD severely and disproportionately affect military who have served in Iraq and Afghanistan—approximately 546,000 have TBI, post-concussion syndrome (PCS), and PTSD, and yet their treatment options are limited. HBOT is an effective and economical treatment for PCS and PTSD, without the very dangerous and negative side effects of antipsychotic medication.

The off-label use of HBOT is a huge freedom of choice issue in medicine. But even more important, if we really want to support our troops rather than just pay lip service, don't we need to give them the safest, most economical, and most effective treatment for their traumatic brain injuries and PTSD?

968 58 665 4072

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41 Responses to "New Study Reaffirms: Hyperbaric Oxygen Therapy Should Be Standard Treatment for Veterans"

Dawn says:

March 12, 2013 at 7:00 pm

I am a disabled veteran who has several health problems (chronic fatigue is one of the biggest problems actually due to my autoimmune diseases) and I totally agree that the Armed Forces are NOT set up for this kind of therapy. They don't really want to treat or heal anyone except for drugs. It's a shame really so this would probably be utilized in VA hospitals but good luck getting in there to see a provider, that's if they don't switch that provider on you a thousand times per month.

My point is, homeopathic is a good alternative but my insurance won't cover it. I can't pay a doc or nurse \$400/hr to see him/her several times per year. As I said and others pointed out...big pharma rules this nation! They control the vaccines that are killing and injuring the troops too...

But hey, from the words of Hillary Clinton, "What difference does it make?" To me, it's a BIG difference because I see friends and family suffering from their time spent in the military and they get no help when they get out.

I know when Jessica Lynch fell into the hole many years ago, they saved her leg from the HBOT chamber. It works wonders! I think pro football players us it regularly too if I'm not mistaken to heal from their games....

I am sure if more doctors used it, the cost would come down ,not to mention the cases of chronic illnesses. Just saying!

4 likes

Reply

Scott Fub...

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Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By: Stacey Scheffel **Phone #:** (512) 854-7565

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

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

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request for a variance to county on-site sewage facility regulations to allow two dwellings to be placed on less than two acres of land at 10501 San Jose Avenue in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

The owners of the property at 10501 San Jose Avenue wish to install two homes on the 1.00 acre property for single-family use. In order to do so, there must be one acre per dwelling 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 protect 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.

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 Development Services Long Range Planning	TNR	(512) 854-7561

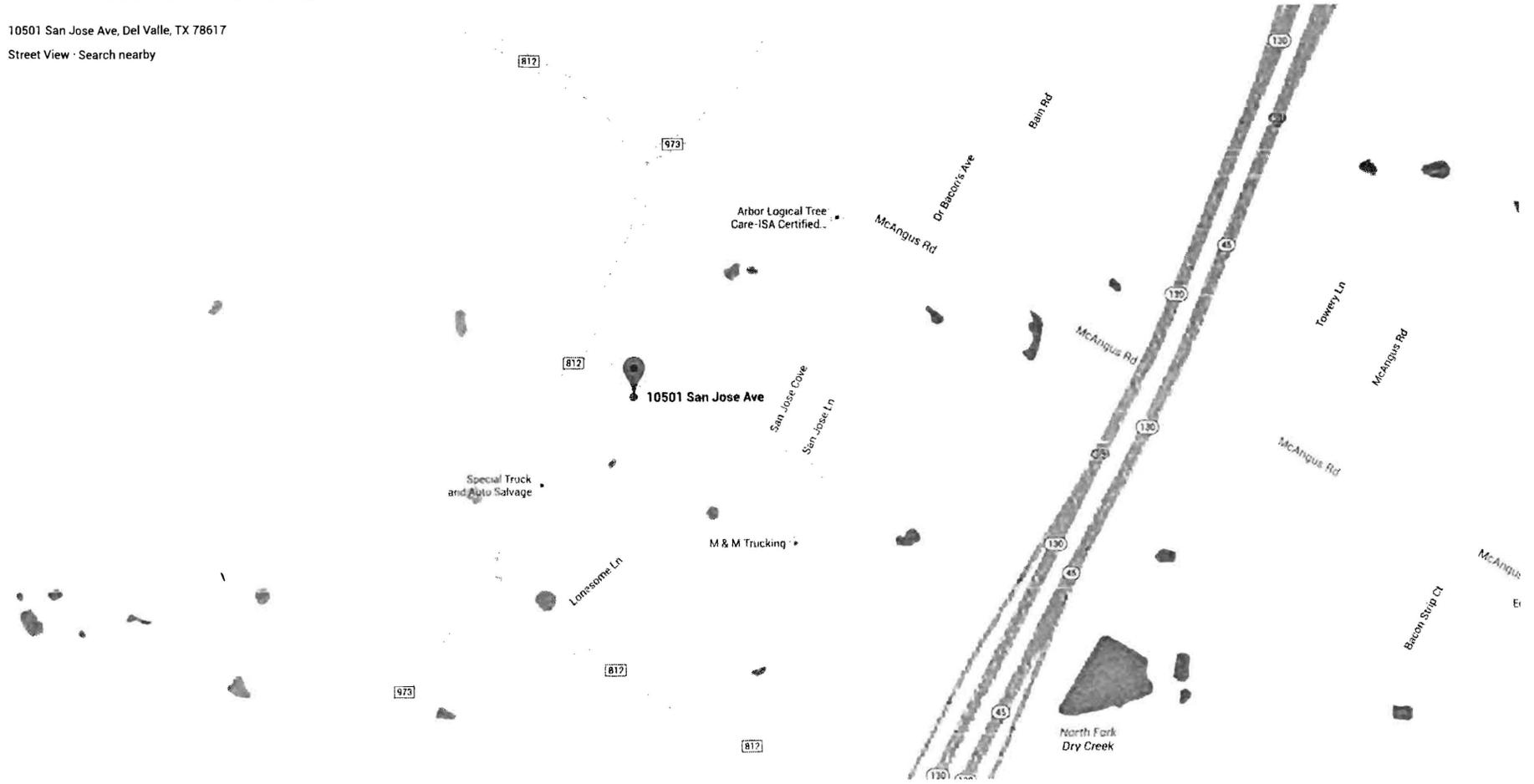
CC:

Rodney Sherrill	OSSF Engineer	TNR	(512) 854-7581

SM:RS:rs
1501 - OSSF/Floodplain - 1705

10501 San Jose Ave, Del Valle, TX 78617

Street View · Search nearby



CW&D
Conner Water & Sewer Design, Inc.
 Registered Sanitarian #1061
 Site Evaluator #OS7431
 769 Boggy Creek Road
 Lockhart, Texas 78644
 (512) 376-2933

OWNER: Ms. Sara M. Valdez
 10501-C San Jose Avenue, Del Valle, Texas 78617-5922
 1 Acre Tract out of Lot #17 - Sec. 1 - A 3.007 Acre Tract in the
 Valle San Jose Sub. Div. in Travis Co. - Wm. Lewis Survey No 2
 Rec Vol 10331 Pg 564 - Propt ID #380325-03392105130000

Unlined Evapotranspiration OSSF

SCALE: 1 inch = 40 feet

LEGEND

- A - Two-way Cleanout
- B - Supply Line from Stubout to Tank
- Sch. 40 - 3 in. or 4 in.
- C - 1000 gal. 2/C Septic Tank
- D - Supply Line from Tank to Bull Valve
- Sch. 40 - 3 in. or 4 in.
- E - Alternating Valve (Bull Valve)
- F - Supply Lines from Valve to Laterals
- G - Lateral Lines (6) per Bed - each 54 ft.
- 4 in. perforated pipe - on 4 ft. centers.
- H - Unlined ET Beds - 24 ft. x 58 ft.
- I - Water Line
- J - Water Meter
- K - Meter Loop
- L - Profile Holes

North

{ No part of this Lot is in a }
 { 25-year floodplain. }

{ No part of the disposal area is }
 { within 10 ft. of potable Water Lines. }

{ 240 gpd x 1.6 / 0.14 = 2743 sq. ft. needed }
 { Actual = 2784 sq. ft. }

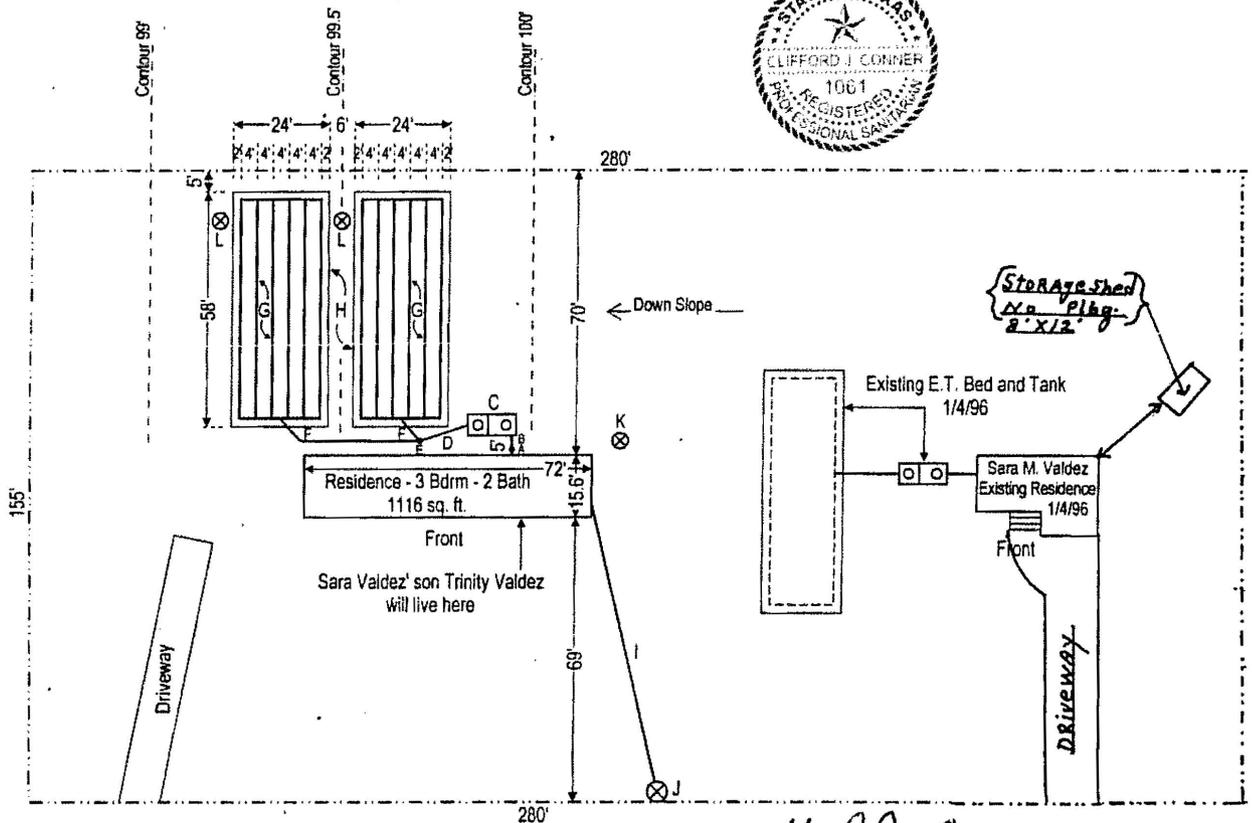
{ A Zable filter must be installed at }
 { the Septic Tank outlet 'T'. }

{ An effluent filter must be installed }
 { at the Septic Tank outlet 'T' }

{ Hose Bib in Pump Tank will be }
 { used for sampling only. }

{ Installer must comply with }
 { all clearance requirements. }

{ Supply Line Gate Valve will be }
 { used for pressure adjustment. }



San Jose Avenue

Clifford J. Conner

R. S. #1061
 OS7431

To whom it may concern,

A variance is requested from Table X11 of Travis County Code Chapter 48 in order to allow two homes to be placed on less than 2 acres of land that will be served by a public water source. The subject lot is 1.00 acres and meets the sizing requirements of 30 TAC Chapter 285. We agree to indemnify and release Travis County of any liability that may result from the issuance of this variance.



1-20-14



1-20-14



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By: Michael Hettenhausen, Planner **Phone #:** (512) 854-7563

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

Carol B. Jopl for

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a plat for recording: County Line Road Subdivision Final Plat (Short Form Final Plat - four total lots - 20.08 acres - State Highway 95 - No ETJ) in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

This final plat consists of four residential lots on 20.08 acres. There are no public or private streets proposed with this final plat. Water service will be provided by Aqua Water Supply Corporation, and wastewater service will be provided by on-site septic facilities. Parkland fees in the amount of \$280.00 have been paid to Travis County.

STAFF RECOMMENDATIONS:

The applicant has addressed all comments and the application is deemed complete; staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

ATTACHMENTS/EXHIBITS:

- Precinct map
- Location map
- Proposed final plat

REQUIRED AUTHORIZATIONS:

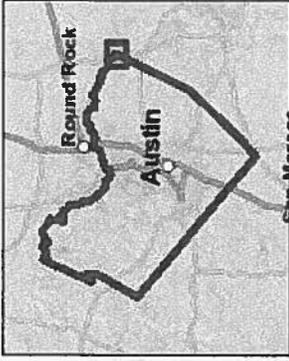
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

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SM:AB:mh

1101 - Development Services Long Range Planning - County Line Road Subdivision Final Plat



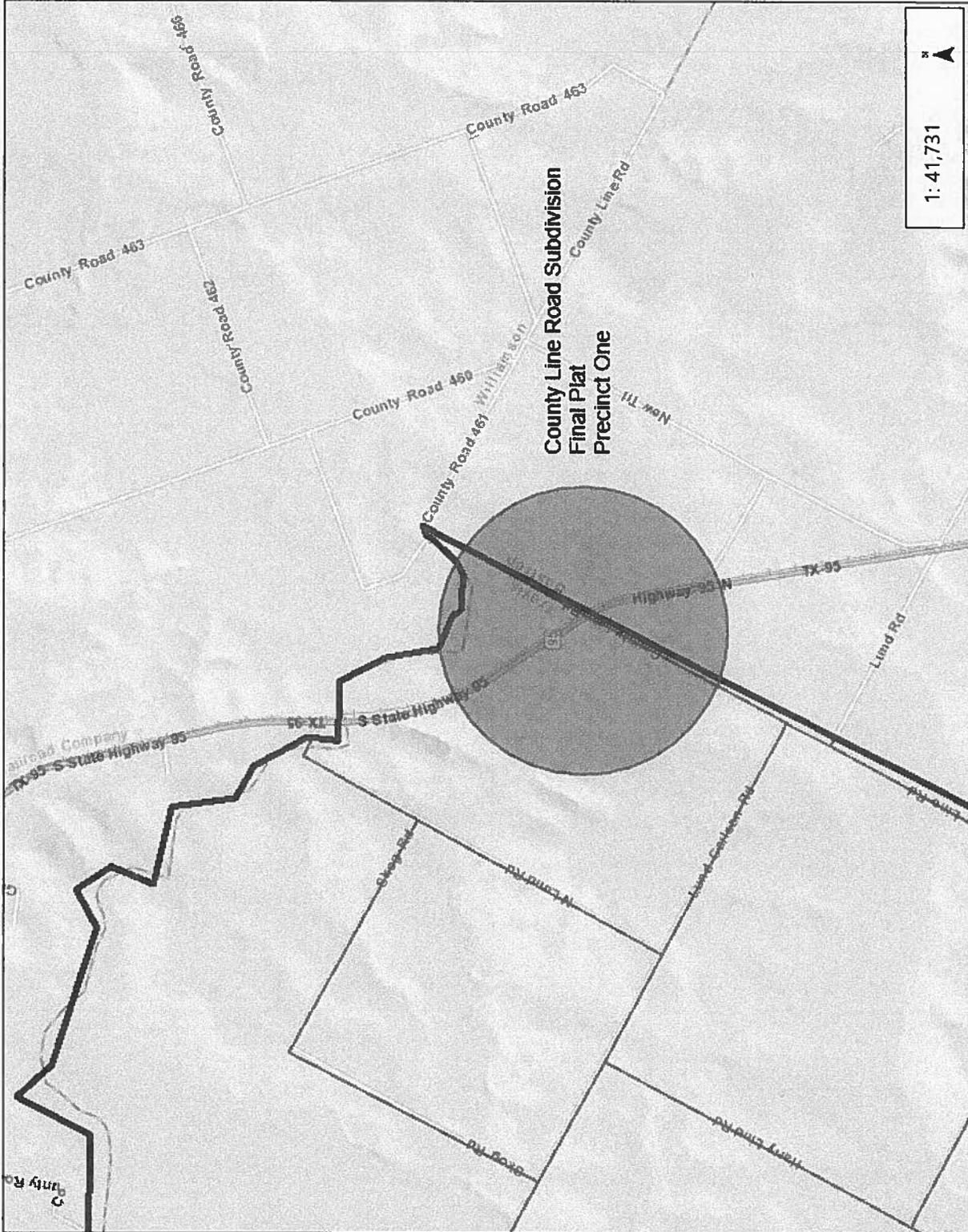
Legend

Travis County Roads

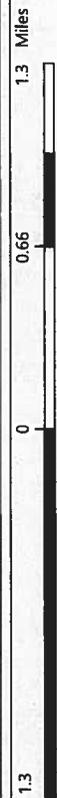
- Travis County Maintained
- Not Maintained
- Private
- Rejection of Dedication
- Undedicated, Private

Notes

Enter your Notes.



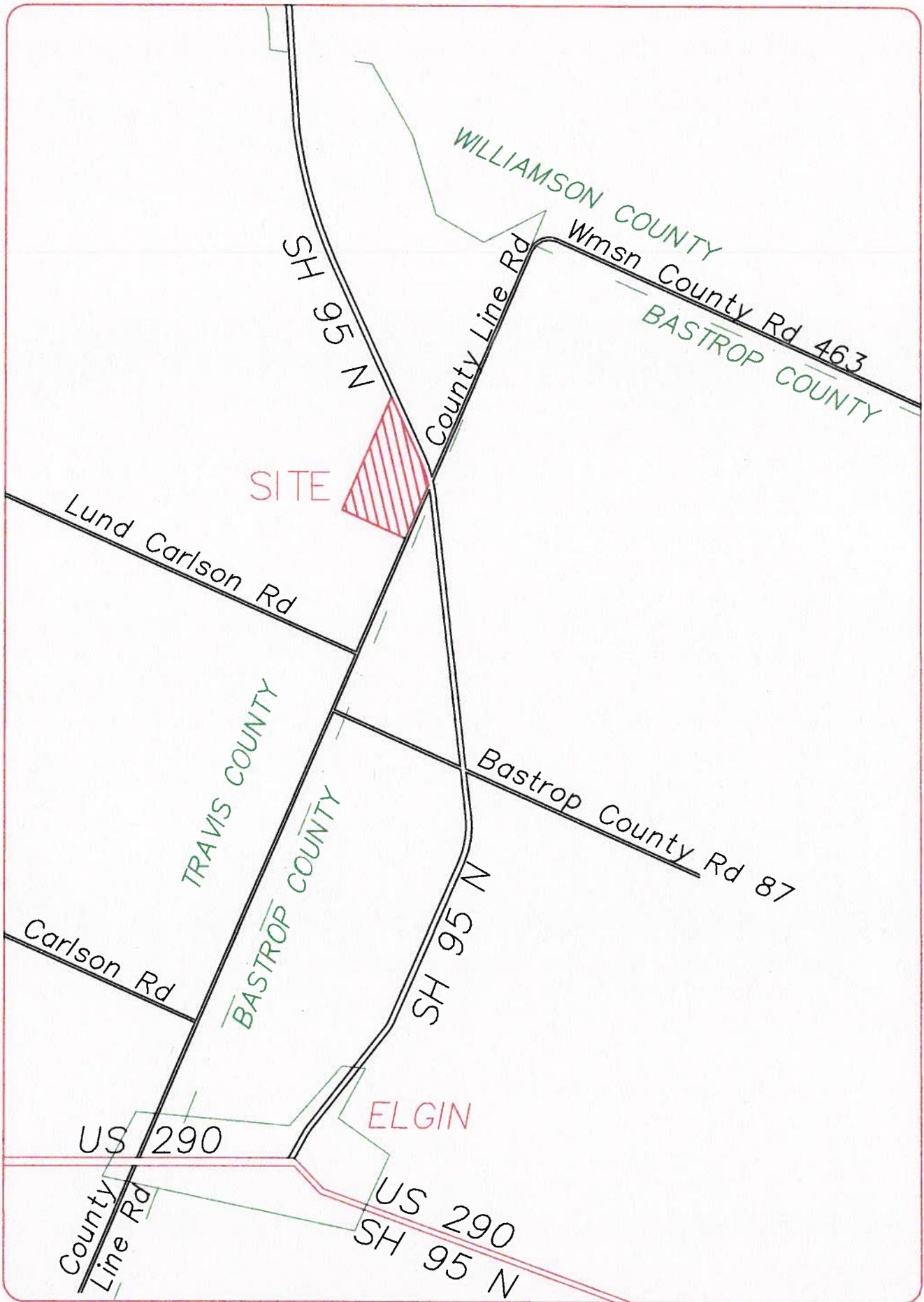
1:41,731



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.

THIS MAP IS NOT TO BE USED FOR NAVIGATION

LOCATOR MAP NOT TO SCALE



LOCATOR MAP NOT TO SCALE

COUNTY LINE ROAD SUBDIVISION



TRAVIS COUNTY CONSUMER PROTECTION NOTICE FOR HOMEBUYERS

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

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

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

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

COUNTY LINE ROAD SUBDIVISION

RONALD W. GAMBERI
KATHRYN M. DAVIS

(118.28 AC)
DOC#2006164264

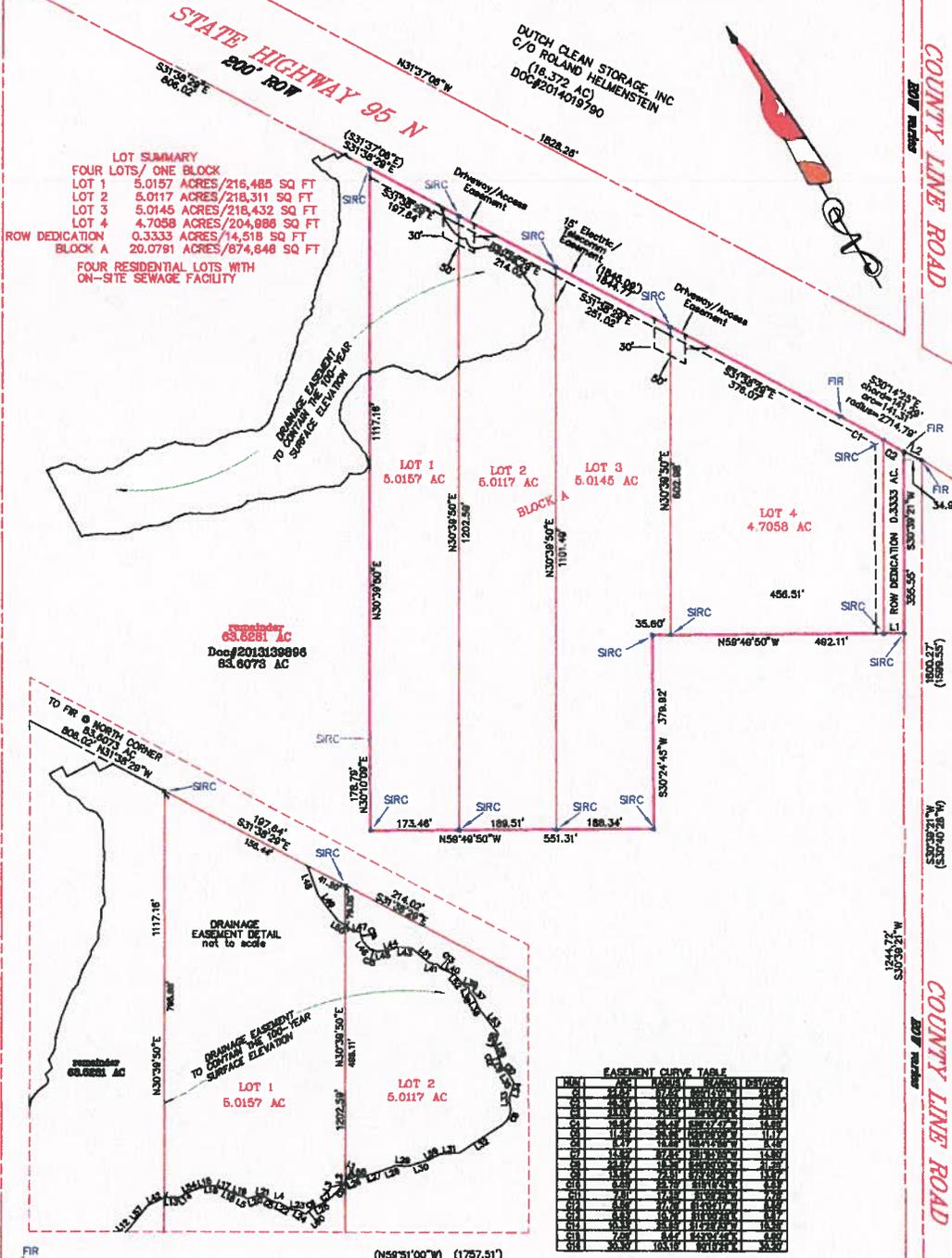
LEGEND

FOUND 1/2" IRON ROD FIR
SET 1/2" IRON ROD W/CAP SIRC
LABELED "WATERLOO RPLS #324"
(RECORD)

GRAPHIC SCALE



(OF FEET)
1 INCH = 150 FT.



LOT SUMMARY
FOUR LOTS/ ONE BLOCK
LOT 1 5.0157 ACRES/216,485 SQ FT
LOT 2 5.0117 ACRES/218,311 SQ FT
LOT 3 5.0145 ACRES/218,432 SQ FT
LOT 4 4.7058 ACRES/204,886 SQ FT
BLOCK A 20.0791 ACRES/874,848 SQ FT

FOUR RESIDENTIAL LOTS WITH ON-SITE SEWAGE FACILITY

RALPH E. REMMERT
JOYCE L. TRUST
(62.018 AC)
11903/225

EASEMENT LINE TABLE

NO.	BEARING	DISTANCE
L1	N89°21'21"E	2.28'
L2	N89°21'21"E	2.28'
L3	N89°21'21"E	2.28'
L4	N89°21'21"E	2.28'
L5	N89°21'21"E	2.28'
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L99	N89°21'21"E	2.28'
L100	N89°21'21"E	2.28'

EASEMENT CURVE TABLE

NO.	BEARING	DISTANCE	CHORD BEARING	CHORD DISTANCE
C1	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C2	N89°21'21"E	2.28'	N89°21'21"E	2.28'
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C16	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C17	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C18	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C19	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C20	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C21	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C22	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C23	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C24	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C25	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C26	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C27	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C28	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C29	N89°21'21"E	2.28'	N89°21'21"E	2.28'
C30	N89°21'21"E	2.28'	N89°21'21"E	2.28'

JOSEF C. KRANKEL
(89.00 AC)

BOUNDARY LINE TABLE

LA	BEARING	DISTANCE
L1	N58°48'50"W	38.83'
L2	S38°17'41"E	38.26'

JODIE JOANNE SLIFKA
(37.88 AC)
DOC#2010128776

BOUNDARY CURVE TABLE

C#	RADIUS	ARC BEARING	CHORD
#1	2714.79'	89.61° S30°43'21"E	89.80'
#2	2714.79'	48.70° S30°15'37"E	45.70'

SURVEYOR'S CERTIFICATION:
I, THOMAS P. DIXON, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SUBDIVISION REGULATIONS OF TRAVIS COUNTY AND IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY THE PROPERTY MADE BY ME OR UNDER MY DIRECT SUPERVISION ON THE GROUND ON MARCH 23, 2012

THOMAS P. DIXON R.P.L.S. #4324 DATE
WATERLOO SURVEYORS INC.

WATERLOO SURVEYORS INC.
P.O. BOX 160176
AUSTIN, TX 78716
Ph: 512-481-8802
www.waterlosurveyors.com
J38-45P

COUNTY LINE ROAD
200' width
RANDY W. HELGREN
ANDREA L. HELGREN
(58.32 AC)
DOC#2012008615-TRAVIS COUNTY
DOC#201114871-BASTROP COUNTY

BASTROP COUNTY
TRAVIS COUNTY
COUNTY LINE ROAD
(58.32 AC)
(58.32 AC)
RANDY W. HELGREN
ANDREA L. HELGREN
(58.32 AC)
DOC#2012008615-TRAVIS COUNTY
DOC#201114871-BASTROP COUNTY

COUNTY LINE ROAD
200' width
RANDY W. HELGREN
ANDREA L. HELGREN
(58.32 AC)
DOC#2012008615-TRAVIS COUNTY
DOC#201114871-BASTROP COUNTY

COUNTY LINE ROAD SUBDIVISION

STATE OF TEXAS:
COUNTY OF TRAVIS: KNOW ALL PERSONS BY THESE PRESENTS

THAT I, BEAU KING, REPRESENTATIVE OF B & M KING HOLDINGS, LP, OWNERS OF 20.0791 ACRES OF LAND, MORE OR LESS, OUT OF THE PEDRO RODRIGUEZ SURVEY NO.6A, ABSTRACT 656, IN TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF THAT CERTAIN 63.6073 (63.650) ACRE TRACT CONVEYED BY GENERAL WARRANTY DEED IN DOCUMENT NO. 2013138896, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 20.0791 ACRES OF LAND TO BE KNOWN AS: COUNTY LINE ROAD SUBDIVISION

IN ACCORDANCE WITH CHAPTER 232 OF THE TEXAS LOCAL GOVERNMENT CODE, PURSUANT TO ORDINANCES REQUIRED BY TRAVIS COUNTY, TEXAS, AND DO DEDICATE TO THE PUBLIC ANY AND ALL STREETS AND EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED.

BEAU KING, REPRESENTATIVE
B & M KING HOLDINGS, LP
1718 STATE STREET
HOUSTON, TEXAS 77007

STATE OF TEXAS:
COUNTY OF TRAVIS:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED, BEAU KING, KNOWN TO BE THE PERSON OR AGENT WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY HEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 201____, A.D., NOTARY PUBLIC IN A FOR TRAVIS COUNTY, TEXAS

NOTARY: _____
PRINT OR STAMP NAME HERE MY COMMISSION EXPIRES

ENGINEERS CERTIFICATION

I, JERRY PERALES, AM AUTHORIZED UNDER THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF ENGINEERING AND HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT AND COMPLIES WITH THE ENGINEERING RELATED PORTIONS OF THE TRAVIS COUNTY SUBDIVISION ORDINANCES.
NO PORTION OF THIS TRACT IS WITHIN THE BOUNDARIES OF THE 100-YEAR FLOOD PLAIN AS SHOWN ON FEDERAL EMERGENCY MANAGEMENT AGENCY(FEMA) FLOOD INSURANCE RATE MAP(FIRM) PANEL NO. 48453C0320 H, FOR TRAVIS COUNTY, DATED SEPTEMBER 26, 2008.

JEROME PERALES, PE NO. 94876
PERALES ENGINEERING, LLC
801 W. 5TH STREET STE 2211
AUSTIN, TX 78703
jerry.perales@gmail.com

DATE

TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM PLAT NOTES

- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR A PRIVATE ON-SITE WASTEWATER (SEPTIC) SYSTEM THAT HAS BEEN APPROVED AND LICENSED FOR OPERATION BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- NO CONSTRUCTION MAY BEGIN ON ANY LOT IN THIS SUBDIVISION UNTIL PLANS FOR THE PRIVATE ON-SITE SEWAGE DISPOSAL SYSTEM ARE APPROVED BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- DEVELOPMENT ON EACH LOT IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE MINIMUM REQUIREMENTS OF THE TITLE 30 OF THE TEXAS ADMINISTRATIVE CODE CHAPTER 289 AND TRAVIS COUNTY CODE CHAPTER 46 THAT ARE IN EFFECT AT THE TIME OF CONSTRUCTION.
- THESE RESTRICTIONS ARE ENFORCEABLE BY THE TRAVIS COUNTY ON-SITE WASTEWATER PROGRAM.
- ALL LOTS IN THIS SUBDIVISION ARE RESTRICTED TO ONE SINGLE FAMILY DWELLING PER LOT. A SINGLE FAMILY DWELLING INCLUDES ALL DETACHED BUILDINGS LOCATED ON THE LOT THAT ARE ROUTINELY USED ONLY BY MEMBERS OF THE HOUSEHOLD OF THE SINGLE FAMILY DWELLING.
- NO WATER WELL IN THIS SUBDIVISION MAY BE LOCATED WITHIN 150 FEET OF THE SUBDIVISION BOUNDARY WITHOUT THE CONSENT OF THE ADJOINING LANDOWNERS.

STACEY SCHEFFEL, D.R., #050011143
PROGRAM MANAGER
ON-SITE WASTEWATER, TRAVIS COUNTY TNR

DATE

THIS PLAT IS NOT LOCATED WITHIN THE EXTRA-TERRITORIAL JURISDICTION OF THE CITY OF AUSTIN, ON THIS THE _____ DAY OF _____, 201____, A.D.

GREG GUERNSEY, ACP, DIRECTOR
PLANNING AND DEVELOPMENT REVIEW DEPARTMENT

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF THE COUNTY COURT OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE _____ DAY OF _____, 201____, A.D. THE COMMISSIONERS COURT OF TRAVIS COUNTY PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THE _____ DAY OF _____, 201____, A.D.
DANA DEBEAUVOR, COUNTY CLERK, TRAVIS COUNTY, TEXAS.

DEPUTY

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

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

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

GENERAL NOTES:

- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTION IS MADE TO AN APPROVED PUBLIC SEWER SYSTEM OR APPROVED PRIVATE INDIVIDUAL ON SITE SEWAGE DISPOSAL SYSTEM.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THE PROPOSED DEVELOPMENT.
- WATER FOR THIS SUBDIVISION TO BE PROVIDED BY AQUA WSG.
- WASTEWATER SERVICE FOR THIS SUBDIVISION TO BE PROVIDED BY AN APPROVED ON-SITE SEWAGE FACILITY.
- TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
- ANY RELOCATION OF ELECTRIC FACILITIES SHALL BE AT THE LANDOWNER'S/DEVELOPER'S EXPENSE.
- A FIFTEEN FOOT ELECTRIC/TELECOMMUNICATIONS EASEMENT IS HEREBY DEDICATED ALONG THE STREET R.O.W. OF STATE HIGHWAY 89 N. AND COUNTY LINE ROAD.
- NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES IN DRAINAGE EASEMENTS EXCEPT AS APPROVED BY TRAVIS COUNTY.
- THE OWNER SHALL BE RESPONSIBLE FOR INSTALLATION OF TEMPORARY EROSION CONTROL, REVEGETATION AND TREE PROTECTION. IN ADDITION, THE OWNER SHALL BE RESPONSIBLE FOR ANY INITIAL TREE PRUNING AND TREE REMOVAL THAT IS WITHIN TEN FEET OF THE CENTER LINE OF THE PROPOSED OVERHEAD ELECTRICAL FACILITIES DESIGNED TO PROVIDE ELECTRIC SERVICE TO THIS PROJECT. THE OWNER SHALL INCLUDE THE ELECTRIC UTILITY'S WORK WITHIN THE LIMITS OF CONSTRUCTION FOR THIS PROJECT.
- THIS SUBDIVISION IS NOT LOCATED OVER THE EDWARDS AQUIFER RECHARGE ZONE.
- ALL SIGNS SHALL COMPLY WITH THE TRAVIS COUNTY SIGN ORDINANCE.
- BY APPROVING THIS PLAT, TRAVIS COUNTY ASSUMES NO OBLIGATION TO CONSTRUCT ANY INFRASTRUCTURE IN CONNECTION WITH THIS SUBDIVISION. ANY SUBDIVISION INFRASTRUCTURE REQUIRED FOR THE DEVELOPMENT OF THE LOTS IN THIS SUBDIVISION IS THE RESPONSIBILITY OF THE DEVELOPER AND/OR THE OWNERS OF THE LOTS. FAILURE TO CONSTRUCT ANY REQUIRED INFRASTRUCTURE TO CITY/COUNTY STANDARDS MAY BE JUST CAUSE FOR THE COUNTY TO DENY APPLICATIONS FOR CERTAIN DEVELOPMENT PERMITS, SITE PLAN APPROVALS AND/OR CERTIFICATES OF OCCUPANCY.
- NO PORTION OF THIS TRACT IS WITHIN THE 100-YEAR FLOOD PLAIN AS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP PANEL NO. 48453C0320H, FOR TRAVIS COUNTY, TEXAS, DATED SEPTEMBER 26, 2008.
- DRIVEWAY PERMIT FROM THE TEXAS DEPARTMENT OF TRANSPORTATION MUST BE OBTAINED FOR THE CONSTRUCTION OF ANY DRIVEWAY ACCESSING STATE HIGHWAY 89 N.
- EACH LOT IN THIS SUBDIVISION IS RESTRICTED TO ONE SINGLE FAMILY RESIDENCE.
- ACCESS TO STATE HIGHWAY 89 IS RESTRICTED TO JOINT USE ACCESS ONLY AS SHOWN ON THE PLAT. SIDEWALKS ARE NOT ALLOWED IN THE RIGHT OF WAY OF SH 89.
- WAVER OF SCALE REQUEST HAS BEEN FILED FOR THE REQUIREMENT THAT PLATS BE DRAWN AT A SCALE OF 1"=100' SCALE FOR VISUAL REASONS.

STATE OF TEXAS:
COUNTY OF TRAVIS:

I, DANA DEBEAUVOR, CLERK OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND IT'S CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____, 201____, A.D. AT _____ O'CLOCK _____, DULY RECORDED ON THE _____ DAY OF _____, 201____, A.D. AT _____ O'CLOCK _____, OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS IN DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY, CLERK, THE _____ DAY OF _____, 201____, A.D.
DANA DEBEAUVOR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY



WATERLOO SURVEYORS INC.
P.O. BOX 180178
AUSTIN, TX 78716
Ph: 512-481-9602
www.waterloosurveyors.com
J13846P

PERALES ENGINEERING, L.L.C.
LAND DEVELOPMENT AND
ENVIRONMENTAL CONSULTING SERVICES
T.S.P.E. # F-12013



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By: Don Perryman **Phone #:** (512) 974-2786

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

Carol B. [Signature]
Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action on the replat of Lot 1, Block A and Lot 1, Block B, Steiner Ranch Phase 2, Section 9 Final Plat, consisting of six lots, (six commercial and mixed use lots on 24.26 acres) in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

The final plat consists of six lots for commercial and mixed use, taking shared access to Steiner Ranch Blvd. The original plat was recorded in 2006 and had a note prohibiting residential use. The Joint Office staff has processed a partial plat vacation of the original Lot 1, Block A, and Lot 1, Block B to remove the residential restriction. The partial vacation was approved administratively. The applicant is now proposing to replat the two original vacated lots into six new lots. Water and wastewater will be provided by W.C.I.D. #17 and electric will be provided by Austin Energy.

STAFF RECOMMENDATIONS:

This final plat meets all Title 30 regulations and has been approved by the Single-Office staff. The City of Austin Zoning and Platting Commission approved the replat at their August 6, 2014 meeting. In addition, the Travis County Commissioners Court granted a variance from the requirement to provide sidewalks on R.M. 620 at their June 24, 2014 regular meeting. The Single-Office staff recommends approval of the final plat.

ISSUES AND OPPORTUNITIES:

No one spoke in opposition at the Zoning and Platting Commission meeting on August 6, 2014 and the application was approved by consent. Staff is not aware of any opposition to this replat application.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

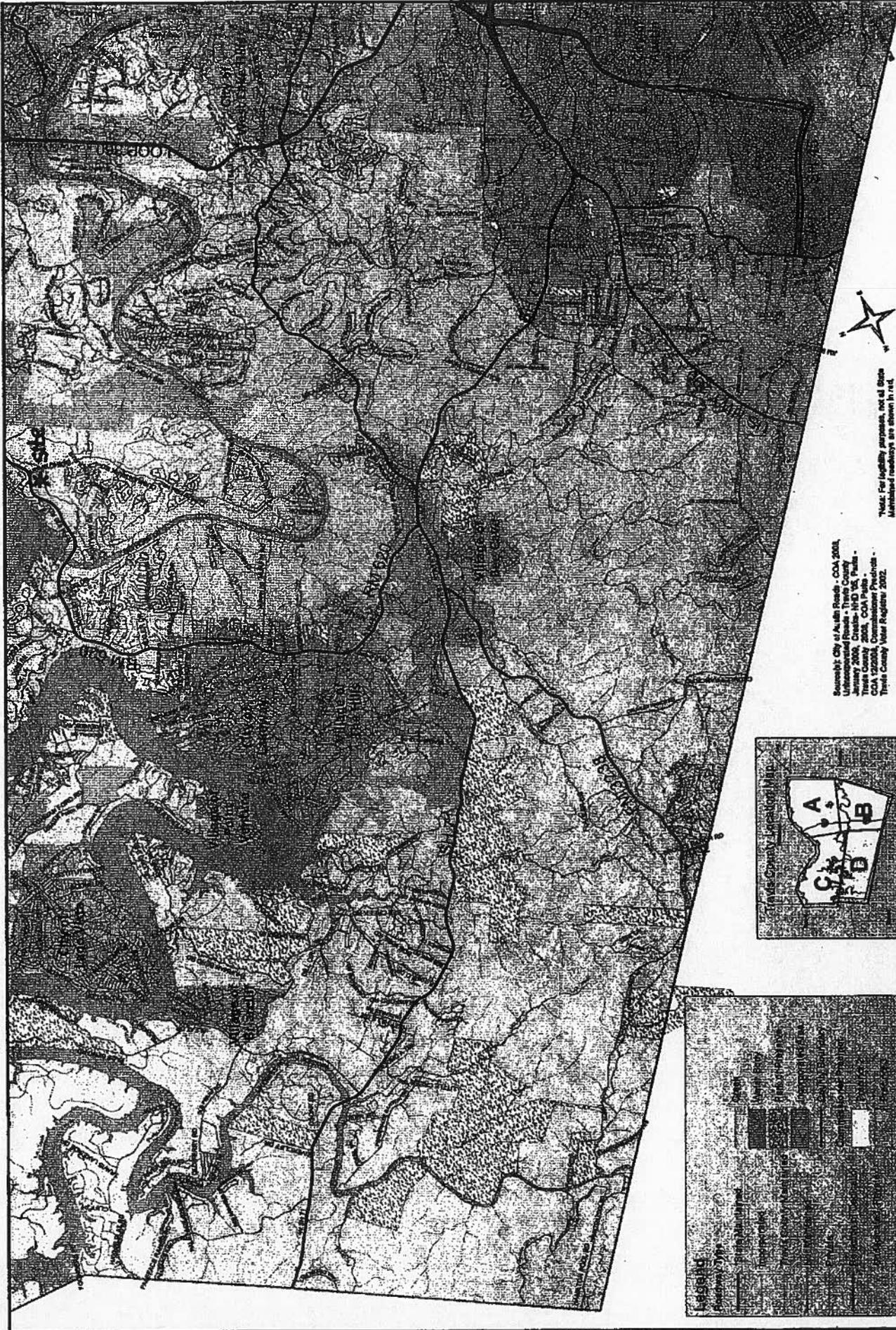
Precinct map
Location map
Final Plat

REQUIRED AUTHORIZATIONS:

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

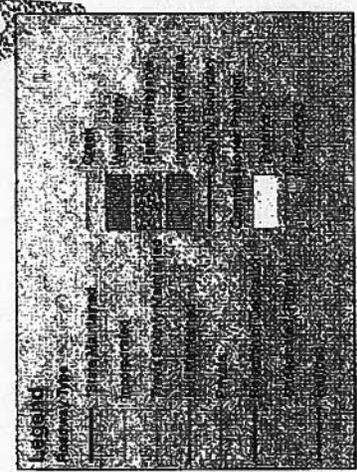
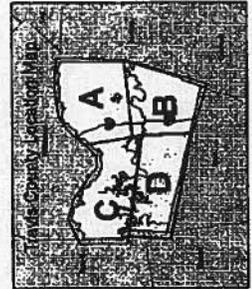
CC:

: :
1101 - Development Services Long Range Planning -



*Note: For legibility purposes, not all State
Maintained roadways are shown in red.

Source: City of Austin Roads - COA 2001
 Utility 2000
 County Roads - HD US Data -
 Travis County 2008, COA Photo -
 COA 122004, Commissioner Products -
 Travis County Year Register 2002.

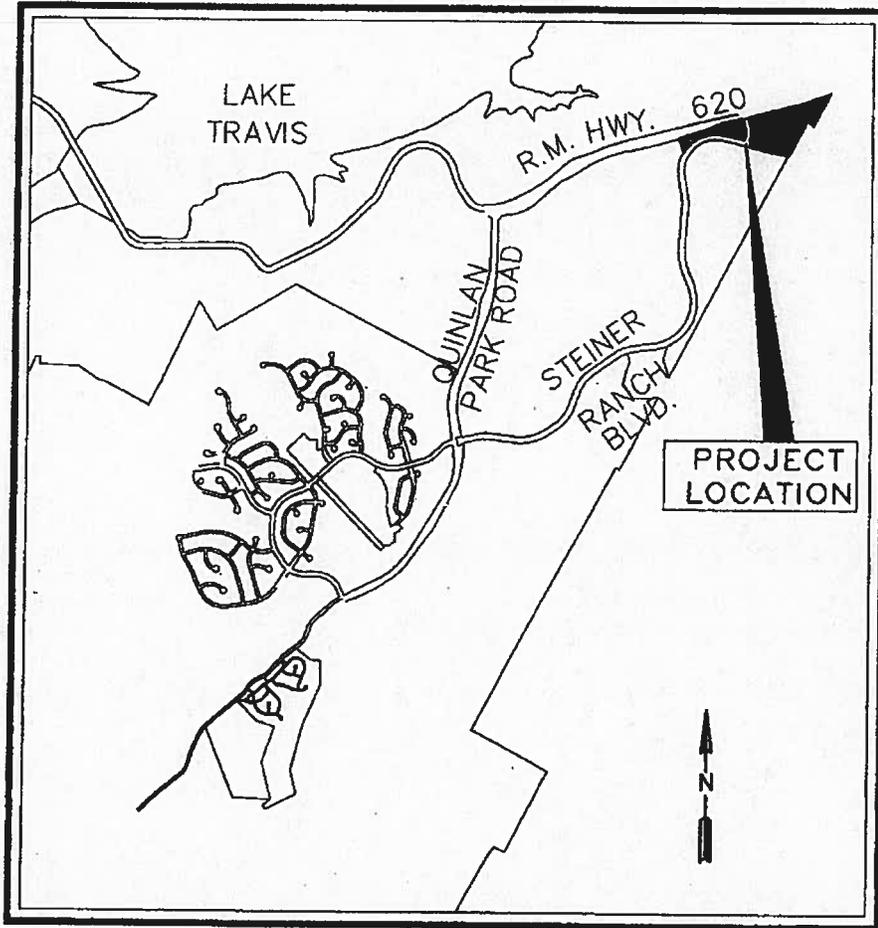


Travis County Roadways, Map D

Map Disclaimer: This map was created for the Travis
 County Sign Crew for identifying Travis County's
 maintained roadways. The data is provided "as is"
 with no warranty by the City of Austin. For more
 information, contact the City of Austin at (512) 478-4555.

Map Prepared by: Travis County
 Office of Transportation & Mobility
 Date: 1/7/2009
<http://www.co.austin.tx.us/transport>

LOCATION MAP
(Not To Scale)





Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

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

Division Director/Manager: Stacey Scheffel, Permit Program Manager

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

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE: Notify the Court of the satisfactory completion of construction of the private streets within the the Reserve at Lake Travis - a subdivision in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

The Reserve at Lake Travis was recorded on August 29, 2008 at Document #200800255. All items required for Approval of Construction have been received, including the documents showing that this subdivision was added to the Declaration of Covenants, Conditions, and Restrictions (DCCRs) as recorded at Document #2008141043 in the Official Public Records of Travis County, Texas. These DCCRs show that there is a body in place to take over maintenance of the private streets.

STAFF RECOMMENDATIONS:

According to Standards for Construction of Streets and Drainage in Subdivisions [§82.401(c)(3)] adopted by Travis County Commissioners Court August 28, 1997, the County Executive will notify the Commissioners Court of the satisfactory construction of private improvements. Upon approval of the private improvements, the County Executive will release the security for the private improvements. TNR recommends approval of this item.

ISSUES AND OPPORTUNITIES:

Once approved, any remaining fiscal will be released.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Construction Acceptance Letter

Requirements List

Maps

REQUIRED AUTHORIZATIONS:

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

CC:

Johnny Anglin	Inspector	TNR	(512) 854-9114

SM:SS:ps

1101 - Development Services Long Range Planning - Reserve at Lake Travis



TRANSPORTATION AND NATURAL RESOURCES

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

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

CONSTRUCTION ACCEPTANCE AND RECOMMENDATION FOR FISCAL RELEASE
- PRIVATE STREET SUBDIVISION

DATE: August, 19, 2014

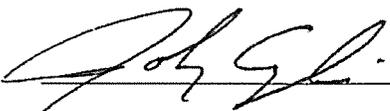
TO:	<u>Developer</u>	<u>Engineer</u>
	The Reserve at Lake Travis, LLC	CMA Engineering, Inc.
	12117 Bee Cave Road	235 Ledge Stone Drive
	Suite 240	Austin, TX 78737
	Austin, TX 78738	

SUBJECT: Reserve at Lake Travis

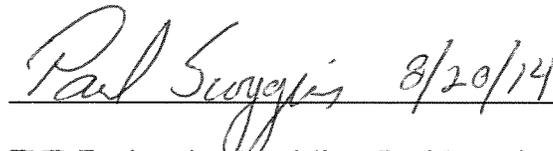
Effective this date, the street and drainage construction within this project appears to be in conformance with the permitted construction documents. All performance period maintenance punch list items have been completed and/or corrected. Fiscal held by Travis County will be released, unless otherwise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

OTHER REMARKS:

See attached "Requirements for Approval of Construction" – Received

BY:  _____

TNR Construction Inspector – Johnny Anglin

 _____

TNR Engineering Specialist – Paul Scoggins

1102 Fiscal File
1105 Subdivision File



TRANSPORTATION AND NATURAL RESOURCES

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

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

Reserve at Lake Travis REQUIREMENTS FOR APPROVAL OF CONSTRUCTION PRIVATE STREET SUBDIVISIONS PER STANDARDS FOR CONSTRUCTION OF STREETS AND DRAINAGE IN SUBDIVISIONS - AUGUST 28, 1997

- 10/31/11 1. Professional Engineer's certification of quantities of work completed
(**Engineer's Concurrence Letter**) § 82.401(c)(1)(A) § 82.604(c)(2).
- NA 2. **If applicable**, Construction Summary Report § 82.604(c)(1).
- 10/31/11 3. Contractor's invoice or receipt of payment for work completed §
82.401(c)(1)(B).
- 10/31/11 4. Reproducible Plans, certified as "**Record Drawings**", by the Owner's
Consulting Engineer § 82.604(c)(3).
- NA 5. **If applicable**, a copy of the Conditional Letter of Map Amendment or
Revision from FEMA and the completed application for a Letter of Map
Amendment or Revision § 82.604(c)(5).
- 8/19/14 6. A TNR inspection report, indicating the completion of that portion of the work
represented by the reduction of fiscal (streets and drainage, including detention
ponds and common area sidewalks and traffic control devices shown on the
approved traffic control plan) § 82.401(c)(1)(C).
- 6/26/14 7. **If in their ETJ or jurisdiction**, approval of other agencies, cities, etc.
Examples: Municipalities, Utility Districts, etc.
- 10/31/11 *8. The Certificate of Incorporation of the Homeowners Association filed with
the Texas Secretary of State.
- 10/31/11 *9. The Declaration of Covenants, Conditions, and Restrictions, showing the
responsibility of the homeowners association to maintain the streets and drainage,
recorded in the Real Property Records of Travis County.

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



PLATS 200800255

12 PGS

PLAT DOCUMENT # _____

PLAT

PLAT RECORDS INDEX SHEET:

SUBDIVISION NAME: The Reserve at Lake Travis

OWNERS NAME: The Reserve at Lake Travis LLC

RESUBDIVISION? YES NO

ADDITIONAL RESTRICTIONS / COMMENTS:

2008146925, 2008146926, 2008146927

RETURN:

TNR, Michael Hettenhausen, 411 West 13th St Austin, TX 78701

PLAT FILE STAMP

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

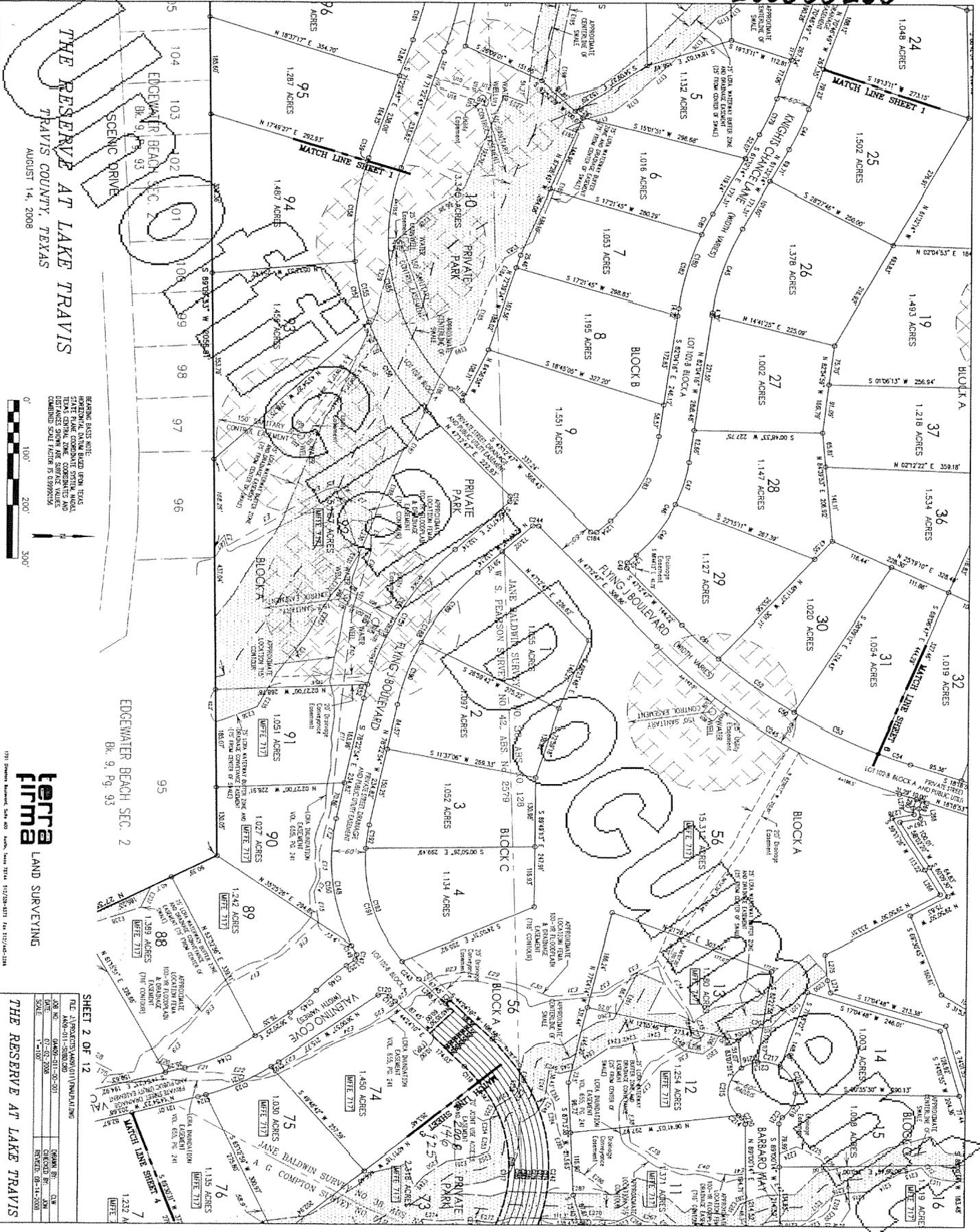
2008 Aug 29 03:32 PM 200800255

GONZALES \$335.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

UNOFFICIAL COPY DOCUMENT



THE RESERVE AT LAKE TRAVIS
 TRAVIS COUNTY, TEXAS
 AUGUST 14, 2008



BEARING BASIS NOTE:
 STATE PLAT COMPASS SYSTEM, TEXAS CENTRAL ZONE, COMMENTS AND DIMENSIONS SHOWN ARE SERVICE MILES. DIMENSIONS SHOWN FROM 13 DEGREES.

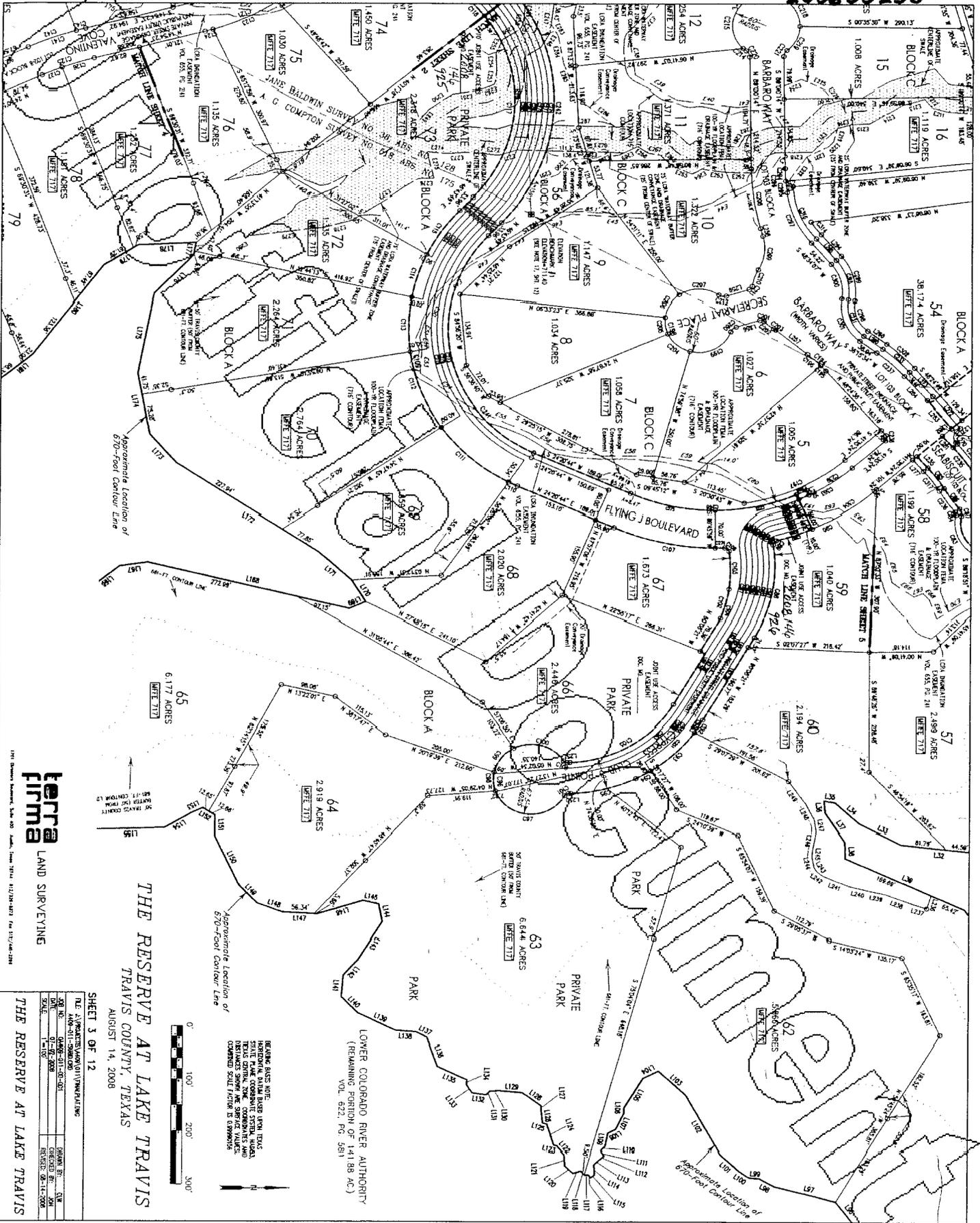
EDGEWATER BEACH SEC. 2
 BK. 9 Pg. 93

terra
 LAND SURVEYING

SHEET 2 OF 12

FILE #	200800255
DATE	08-11-2008
BY	JM
CHECKED BY	JM
REVISION	08-11-2008

THE RESERVE AT LAKE TRAVIS



terra LAND SURVEYING

THE RESERVE AT LAKE TRAVIS

TRAVIS COUNTY, TEXAS

SHEET 3 OF 12
AUGUST 14, 2008

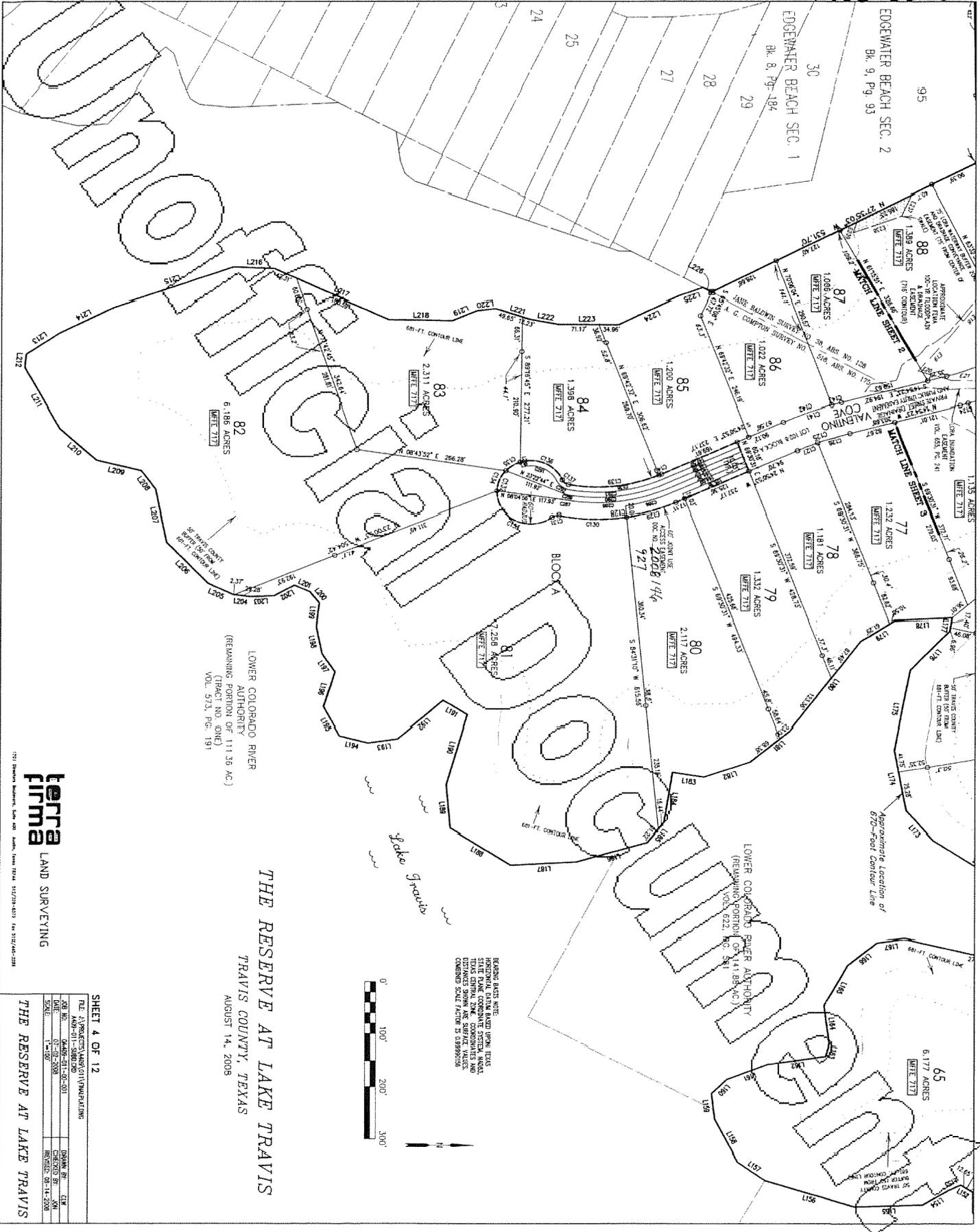


BEARING, DISTANCE, HORIZONTAL CURVE DATA, STATE PLANE COORDINATE SYSTEM, HIGHER MATH, BUSINESS SHOWING AND SURVEY VALUES, COMPASS SCALE FACTOR IS OBSERVED

LOWER COLORADO RIVER AUTHORITY
(REMAINING PORTION OF 141.88 AC)
VOL. 622, PG. 581

DATE	08-14-2008	DRAWN BY	SM
DATE	08-14-2008	CHECKED BY	SM
DATE	08-14-2008	REVISION	08-14-2008

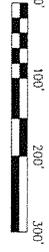
THE RESERVE AT LAKE TRAVIS



LOWER COLORADO RIVER
 AUTHORITY
 (REMAINING PORTION OF 111.36 AC.)
 VOL. 573, PG. 191

THE RESERVE AT LAKE TRAVIS
 TRAVIS COUNTY, TEXAS
 AUGUST 14, 2008

BEARING AND DISTANCE
 HORIZONTAL DISTANCE BASED UPON TEXAS
 STATE PLANE COORDINATE SYSTEM, NAD83,
 DATUM: NAD 83, EPOCH: 1982.0, CONVERSION AND
 DISTANCE FACTOR: 0.9999999999999999,
 CORRECTED SCALE FACTOR IS 0.9999999999999999

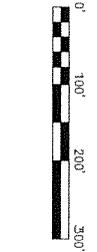
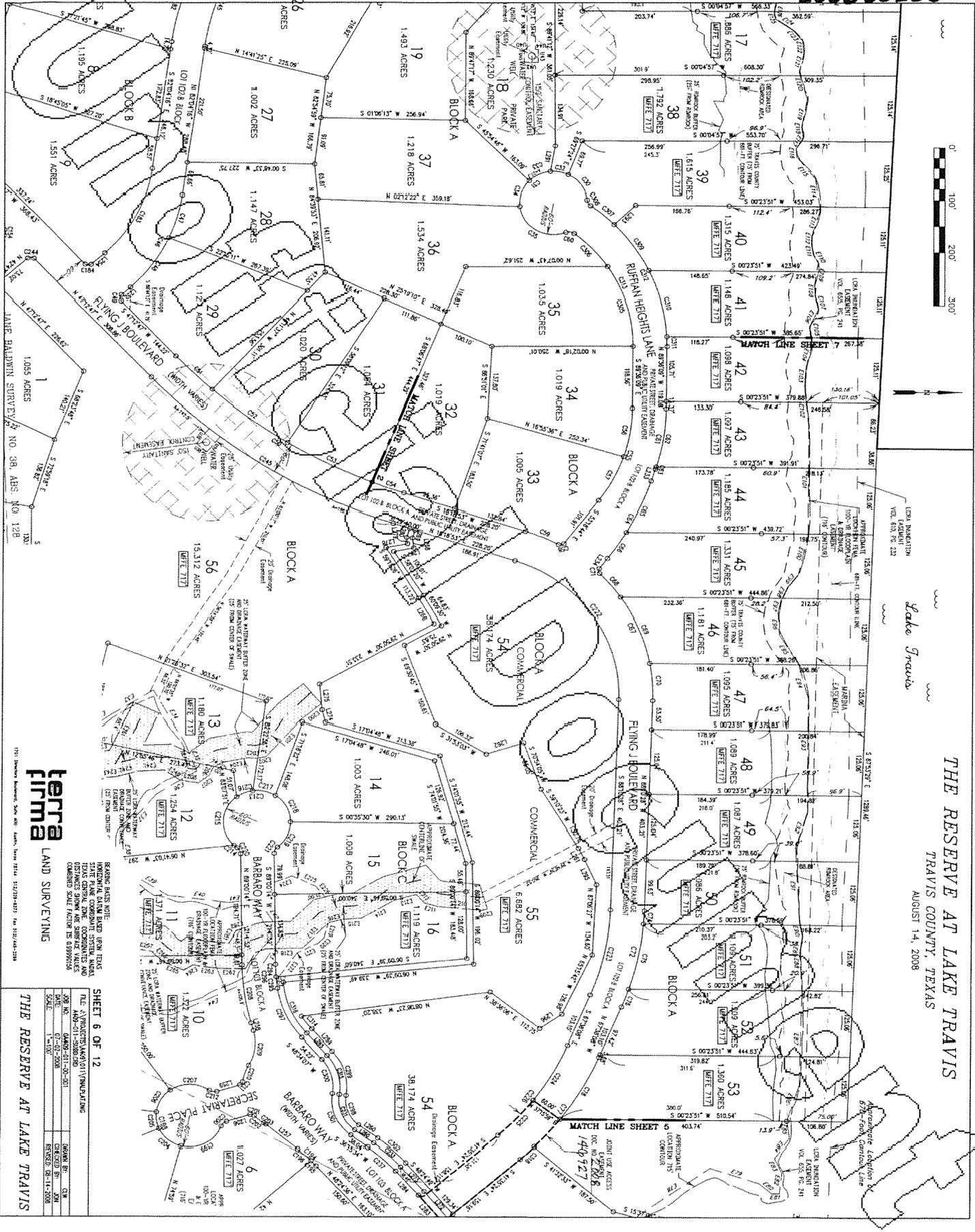


Terra Firma
 LAND SURVEYING

SHEET 4 OF 12

FILE NAME	200800255.DWG	DATE	07-02-2008	SCALE	1"=100'
DRAWN BY	CLW	CHECKED BY	SM	REVISION	08-14-2008

THE RESERVE AT LAKE TRAVIS



Lake Travis

THE RESERVE AT LAKE TRAVIS
 TRAVIS COUNTY, TEXAS
 AUGUST 14, 2008

terra
 LAND SURVEYING

SHEET 6 OF 12

FILE: \PROJECTS\LAND\11\TRAVIS\RESERVE AT LAKE TRAVIS\DWG\11-0006.DWG
 DATE: 07-02-2008
 DRAWN BY: JRM
 CHECKED BY: JRM
 DATE: 08-11-2008

THE RESERVE AT LAKE TRAVIS

READING BASIS NOTE:
 HORIZONTAL DIMENSIONS BASED UPON THE
 PLAT CENTRAL POINT. COMPONENTS AND
 DISTANCES SHOWN ARE SURVEY VALUES
 COMPUTED SOLELY FROM THE SURVEY DATA.

THE RESERVE AT LAKE TRAVIS TRAVIS COUNTY, TEXAS AUGUST 14, 2008

CURVE DATA

Table with columns: CURVE ID, BEARING, ANGLE, CHORD, CHORD BEARING, CURVE ID, BEARING, ANGLE, CHORD, CHORD BEARING. Contains multiple rows of curve data for various lots.

STREET TABLE listing street names and block numbers. Includes streets like LINCOLN FOOTAGE, F.O.M. MOUTH, and various numbered streets.

Table with columns: CURVE ID, BEARING, ANGLE, CHORD, CHORD BEARING. Continuation of curve data from the main table.

LOT TABLE

Table with columns: LOT ID, USE, LOT AREA. Lists individual lots and their corresponding uses and areas.

SHEET 9 of 12

THE TRAVIS COUNTY PLANNING DEPARTMENT

DATE: 09-09-2008 CHECKED BY: JAM SCALE: 1"=100' REVISION: 08-11-2008



THE RESERVE AT LAKE TRAVIS

THE RESERVE AT LAKE TRAVIS TRAVIS COUNTY, TEXAS AUGUST 14, 2008

LINE DATA

Table with columns: LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE. Contains survey data for the first section of the reserve.

UTILITY EASEMENT DATA

Table with columns: LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE. Contains utility easement data for the first section.

DRAINAGE EASEMENT DATA

Table with columns: LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE, LINE, BEARING, DISTANCE. Contains drainage easement data for the first section.

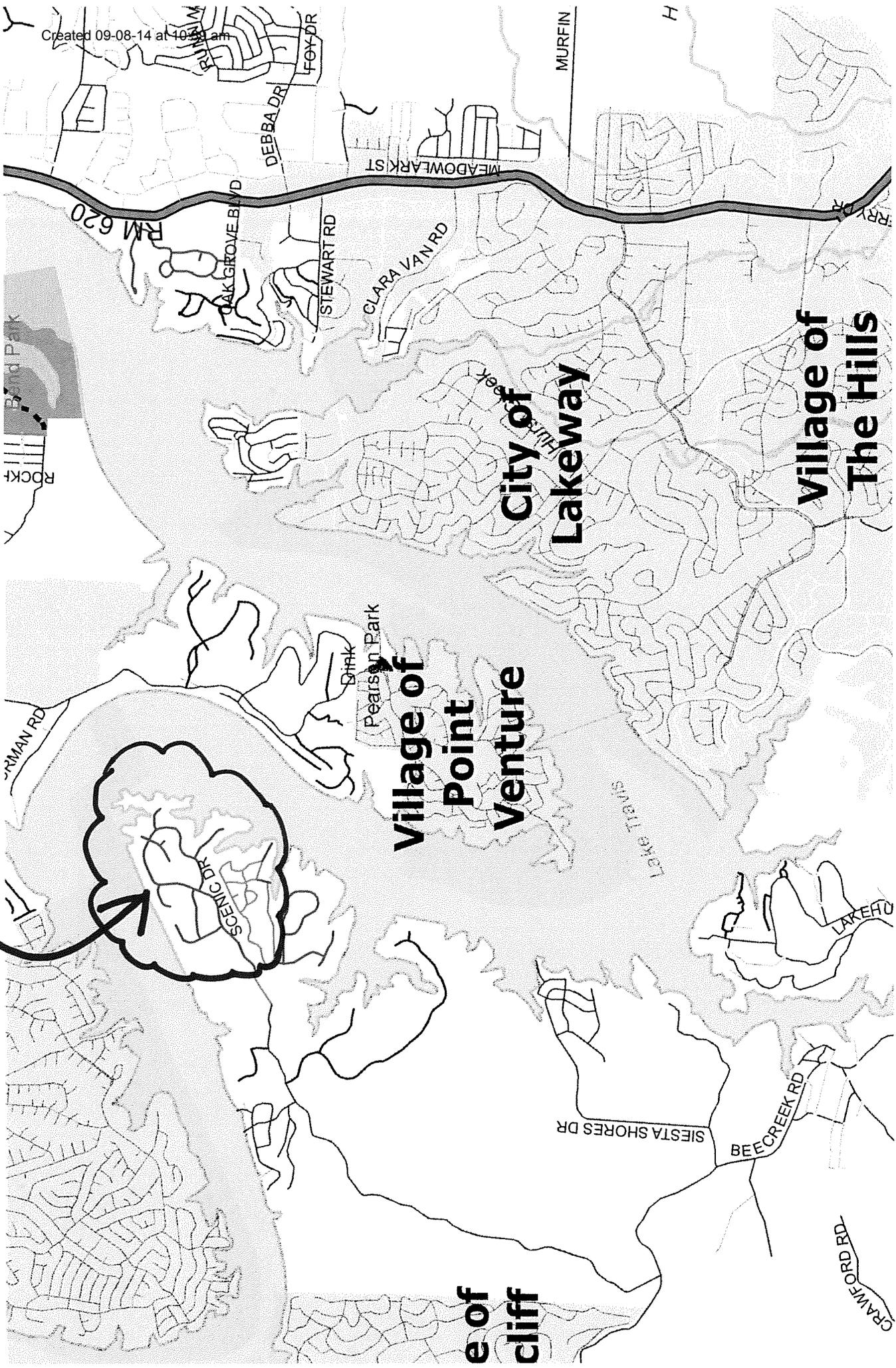
SHEET 10 OF 12

Table with columns: FILE, JOB NO., DATE, SHEET, DRAWN BY, CHECKED BY, DATE. Contains project and drawing information.



THE RESERVE AT LAKE TRAVIS

Site Area



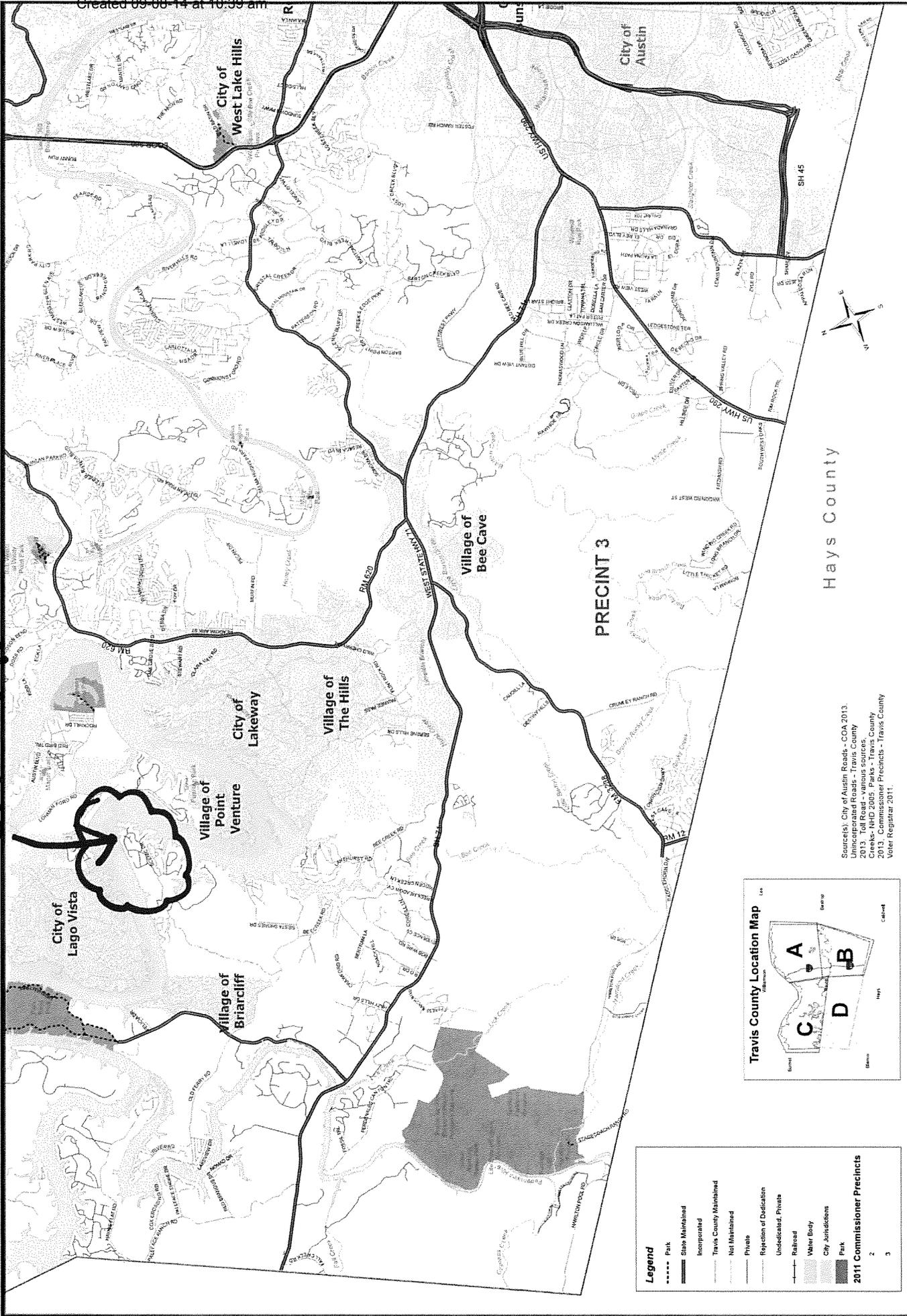
Village of Point Venture

City of Lakeway

Village of The Hills

e of cliff

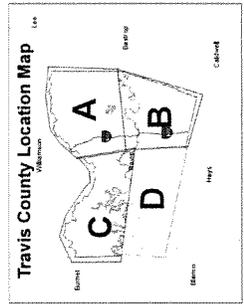
Site Area



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



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



Legend	
-----	Park
-----	State Maintained
-----	Incorporated
-----	Travis County Maintained
-----	Not Maintained
-----	Private
-----	Rejection of Dedication
-----	Undedicated, Private
-----	Railroad
-----	Water Body
-----	City Jurisdiction
-----	Park
2011 Commissioner Precincts	
-----	2
-----	3

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By: David Greear **Phone #:** (512) 854-7650

Division Director/Manager: Donald W. Ward, P.E. Assistant Public Works Director, Road and Bridge

Carol B. Japp

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

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on a request to approve an Advance Funding Agreement with the Texas Department of Transportation for roadway safety improvements on Dee Gabriel Collins Road, Littig Road, and Old Highway 20.

BACKGROUND/SUMMARY OF REQUEST:

Working with TxDOT through a Hazard Elimination/Safety Project program that identifies locations to qualify for safety improvements, Travis County has identified the need for increasing the superelevation on curves along Dee Gabriel Collins Road and high friction surface treatments on identified curves along Littig Road as well as along Old Highway 20. TxDOT will design and get a construction contract for the work, with a 10% local match for funds.

STAFF RECOMMENDATIONS:

TNR recommends approval of the Advance Funding Agreement (AFA) to cover the 10% local match for this safety improvement.

ISSUES AND OPPORTUNITIES:

Increasing the superelevation along Dee Gabriel Collins Road from McKinney Falls Parkway to US 183 will reduce the number of occurrences in which vehicles lose control navigating multiple curves along this roadway. The increase in superelevation will increase the vertical forces of the vehicle tires on the pavement which reduces the side (or sliding) force that causes a vehicle to slide off the roadway and lose control. The high friction surface course on Littig Road east of Old Kimbro Road, Old Highway 20 at Old Kimbro Road, and on Littig Road will also reduce the occurrences of vehicles losing control navigating those curves. The application of the high friction surface course will increase the friction between the tire and the roadway thus making it harder for a vehicle to slide off the roadway and lose control. These specific improvements were 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 excessive speeds on curves.

FISCAL IMPACT AND SOURCE OF FUNDING:

The AFA enables the county to pay the required 10% (\$134,676 with \$8,695 required as an initial payment and \$125,981 required before construction begins). Travis County's cost will come from the Road and Bridge general fund monies budgeted for non hazardous waste hauling.

Funds Reservation Number - Will submit after PBO processes BA Document 400006529 which will be after court approves an AFA

Fund - 0001
Fund Center - 490200001
G/L Account - 522040
IO/WBS - NON-FUNDED-PROGRAM
Amount - \$134,676

ATTACHMENTS/EXHIBITS:

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	Financial Services	TNR	(512) 854-7675

: :
4101 - Road, Bridge, Fleet Svs -

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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.

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2. Scope of Work

This Advance Funding Agreement is described as multiple off-system safety projects combined under one agreement: CSJ 0914-04-291, Increase superelevation on Dee Gabriel Collins Road from McKinney Falls Parkway to US 183; CSJ 0914-04-292, High Friction Surface Course (Curve) on Littig Road, east of Old Kimbro Road; CSJ 0914-04-293, High Friction Surface Course (Curve) on Old Highway 20 at Old Kimbro Road and Littig Road 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.

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- 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

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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.

- 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.

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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

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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.
- 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. 11 th 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.

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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.

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

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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-*

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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.

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

CSJ # 0914-04-291, 0914-04-292, 0914-04-293
District # 14 - AUS
Code Chart 64 # 50227
Project: Multiple Projects, Travis County
Hazard Elimination
Federal Highway Administration
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Not Research and Development

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

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amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

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

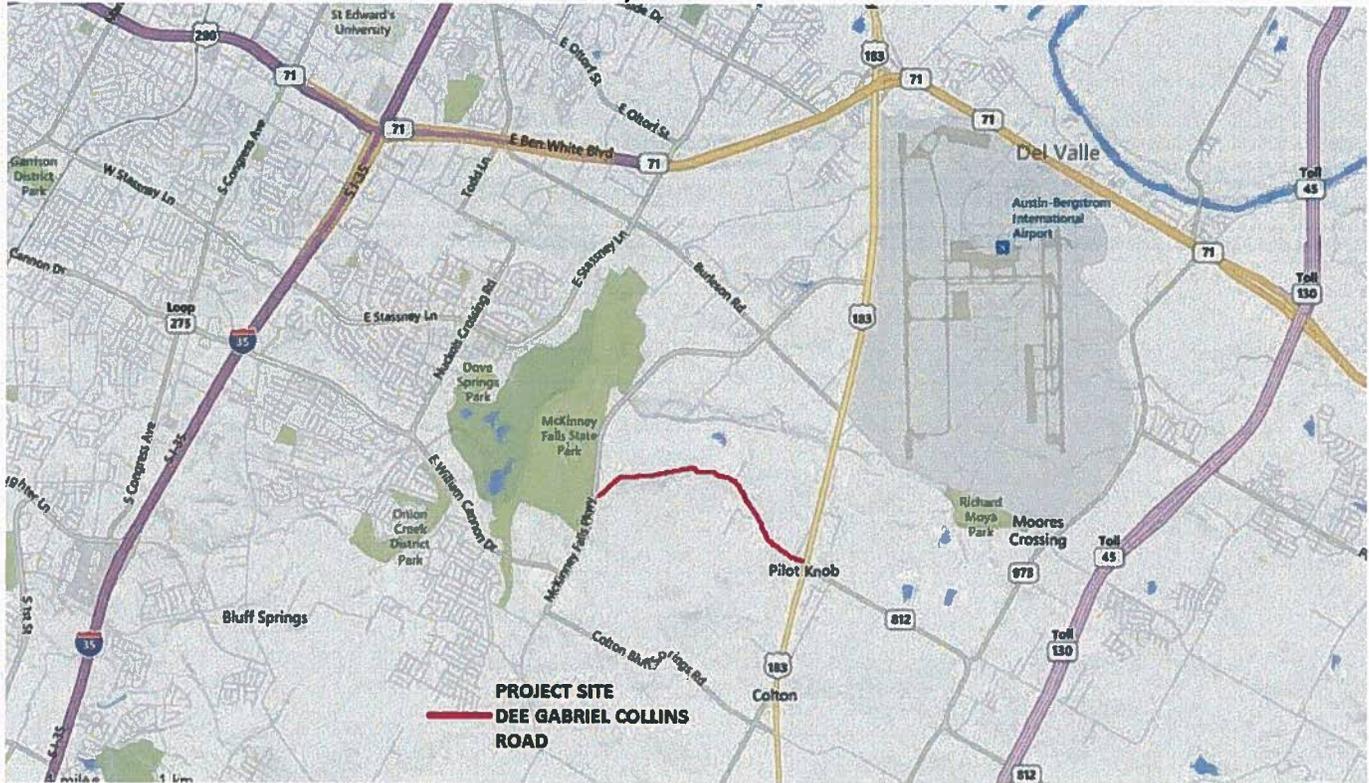
CSJ # 0914-04-291, 0914-04-292, 0914-04-293
District # 14 - AUS
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**ATTACHMENT A
RESOLUTION OR ORDINANCE**

CSJ # 0914-04-291, 0914-04-292, 0914-04-293
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ATTACHMENT B-1 LOCATION MAP SHOWING PROJECT

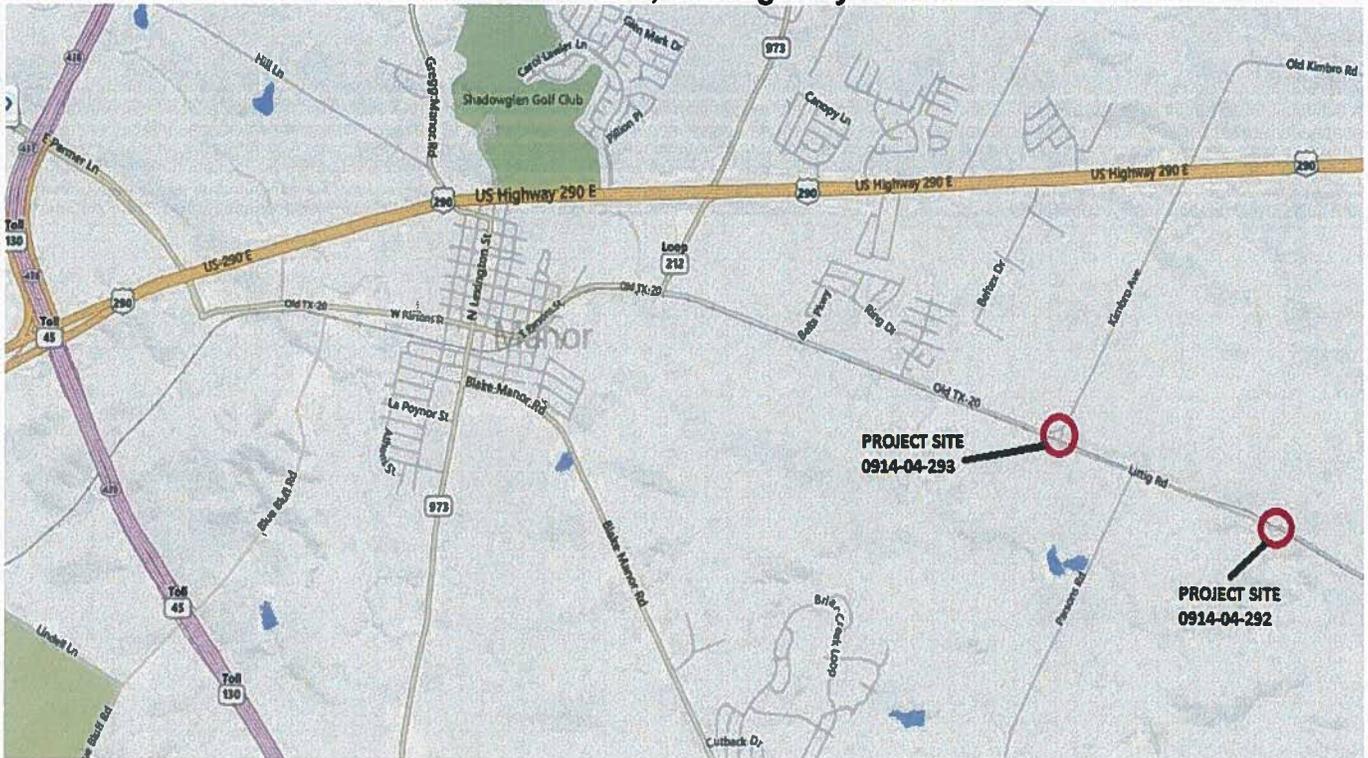
CSJ: 0914-04-291, Dee Gabriel Collins Road



CSJ # 0914-04-291, 0914-04-292, 0914-04-293
District # 14 - AUS
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Project: Multiple Projects, Travis County
Hazard Elimination
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ATTACHMENT B-2 LOCATION MAP SHOWING PROJECT

**CSJ: 0914-04-292, Littig Road
0914-04-293, Old Highway 20**



CSJ # 0914-04-291, 0914-04-292, 0914-04-293
 District # 14 - AUS
 Code Chart 64 # 50227
 Project: Multiple Projects, Travis County
 Hazard Elimination
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C-1 PROJECT BUDGET

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.

0914-04-291								
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost	
Preliminary Engineering (By State):	\$46,512	90%	\$41,861	0%	\$0	10%	\$4,651	
Direct State Costs= \$4,651	Environmental (30%)	\$1,395	90%	\$1,256	0%	\$0	10%	\$140
	Engineering (70%)	\$3,256	90%	\$2,930	0%	\$0	10%	\$326
Preliminary Engineering Subtotal	\$51,163	\$46,047		\$0		\$5,117		
Construction (By State):	\$930,242	90%	\$837,218	0%	\$0	10%	\$93,024	
Construction Direct State Costs	\$46,512	90%	\$41,861	0%	\$0	10%	\$4,651	
Indirect State Costs (4.83%)	\$44,931	90%	\$40,438	0%	\$0	10%	\$4,493	
Construction Subtotal	\$1,021,685	\$919,517		\$0		\$102,168		
TOTAL	\$1,072,848	\$965,564		\$0		\$107,285		

Initial payment by the Local Government to the State: \$5,117

Payment by the Local Government to the State before construction: \$102,168

Estimate total payment by the Local Government to the State: \$107,285

This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ # 0914-04-291, 0914-04-292, 0914-04-293
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ATTACHMENT C-2 PROJECT BUDGET

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.

0914-04-292								
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost	
Preliminary Engineering (By State):	\$9,999	90%	\$8,999	0%	\$0	10%	\$1,000	
Direct State Costs= \$1,000	Environmental (30%)	\$300	90%	\$270	0%	\$0	10%	\$30
	Engineering (70%)	\$700	90%	\$630	0%	\$0	10%	\$70
Preliminary Engineering Subtotal	\$10,999		\$9,899		\$0		\$1,100	
Construction (By State):	\$66,662	90%	\$59,996	0%	\$0	10%	\$6,666	
Construction Direct State Costs	\$3,333	90%	\$3,000	0%	\$0	10%	\$333	
Indirect State Costs (4.83%)	\$3,220	90%	\$2,898	0%	\$0	10%	\$322	
Construction Subtotal	\$73,215		\$65,894		\$0		\$7,321	
TOTAL	\$84,214		\$75,793		\$0		\$8,421	

Initial payment by the Local Government to the State: \$1,100
 Payment by the Local Government to the State before construction: \$7,321
 Estimate total payment by the Local Government to the State: \$8,421
 This is an estimate. The final amount of Local Government participation will be based on actual costs.

CSJ # 0914-04-291, 0914-04-292, 0914-04-293
 District # 14 - AUS
 Code Chart 64 # 50227
 Project: Multiple Projects, Travis County
 Hazard Elimination
 Federal Highway Administration
 CFDA # 20.205
 Not Research and Development

ATTACHMENT C-3 PROJECT BUDGET

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.

0914-04-293								
Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation		
		%	Cost	%	Cost	%	Cost	
Preliminary Engineering (By State):	\$22,523	90%	\$20,271	0%	\$0	10%	\$2,252	
Direct State Costs= \$2,252	Environmental (30%)	\$676	90%	\$608	0%	\$0	10%	\$68
	Engineering (70%)	\$1,577	90%	\$1,419	0%	\$0	10%	\$158
Preliminary Engineering Subtotal	\$24,776		\$22,298		\$0		\$2,478	
Construction (By State):	\$150,155	90%	\$135,140	0%	\$0	10%	\$15,016	
Construction Direct State Costs	\$7,508	90%	\$6,757	0%	\$0	10%	\$751	
Indirect State Costs (4.83%)	\$7,252	90%	\$6,527	0%	\$0	10%	\$725	
Construction Subtotal	\$164,915		\$148,424		\$0		\$16,492	
TOTAL	\$189,691		\$170,722		\$0		\$18,970	

Initial payment by the Local Government to the State: \$2,478

Payment by the Local Government to the State before construction: \$16,492

Estimate total payment by the Local Government to the State: \$18,970

This is an estimate. The final amount of Local Government participation will be based on actual costs.

**RESOLUTION TO ENTER INTO ADVANCE FUNDING AGREEMENT
WITH TEXAS DEPARTMENT OF TRANSPORTATION
FOR SAFETY PROJECTS ON DEE GABRIEL COLLINS ROAD, LITTIG
ROAD, AND OLD HIGHWAY 20**

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 the following off-system safety projects: (collectively, the "Project"):

- (1) CSJ 0914-04-291, Increase Super-Elevation on Dee Gabriel Collins Road from McKinney Falls Parkway to US 183;
- (2) CSJ 0914-04-292, High Friction Surface Course (Curve) on Littig Road, east of Old Kimbro Road; and
- (3) CSJ 0914-04-293, High Friction Surface Course (Curve) on Old Highway 20 at Old Kimbro Road and Littig Road;

WHEREAS, the Travis County Commissioners Court finds that the Project will provide increased safety for persons using Dee Gabriel Collins Road, Littig Road, and Old Highway 20, 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 \$8,695 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 \$125,981 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

**TX DOT HAZARD ELIMINATION ADVANCE FUNDING AGREEMENT
BUDGET SUMMARY**

AFA ATTACHMENT NUMBER	PROJECT	PCT	FEDERAL PORTION	STATE PORTION	LOCAL PORTION	TOTAL
C-1	Dee Gabriel Collins	4	\$ 965,564	\$ -	\$ 107,285	\$ 1,072,849
C-2	Littig Road	1	\$ 75,793	\$ -	\$ 8,421	\$ 84,214
C-3	Old Hwy 20	1	\$ 170,722	\$ -	\$ 18,970	\$ 189,692
			\$ 1,212,079	\$ -	\$ 134,676	\$ 1,346,755

TRAVIS COUNTY MATCH REQUIREMENT

AFA ATTACHMENT NUMBER	PROJECT	PCT	ENGINEERING PAYMENT AMOUNT	CONSTRUCTION PAYMENT AMOUNT	TOTAL AMOUNT DUE
C-1	Dee Gabriel Collins	4	\$ 5,117	\$ 102,168	\$ 107,285
C-2	Littig Road	1	\$ 1,100	\$ 7,321	\$ 8,421
C-3	Old Hwy 20	1	\$ 2,478	\$ 16,492	\$ 18,970
			\$ 8,695	\$ 125,981	\$ 134,676



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

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

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider And Take Appropriate Action To Approve A Letter Of Renewal For The Revenue Contract With Austin Independent School District (AISD) For After School Enrichment Services Provided By Travis County Through The Texas A & M Agrilife Extension Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached memo and backup

STAFF RECOMMENDATIONS:

See attached memo and backup

ISSUES AND OPPORTUNITIES:

See attached memo and backup

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached fiscal impact statement

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Interim County Executive – Planning and Budget Office
Mary Etta Gerhardt, Assistant County Attorney
Cyd Grimes, CPM, Travis County Purchasing Agent
Nicki Riley, CPA, Travis County Auditor
Aerin Toussaint, Budget Analyst I, Planning and Budget
Dolores Sandmann, Director, Texas AgriLife Travis County
Sherri Fleming, County Executive - HHS
Kathleen Haas, Financial Manager

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



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

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

DATE: September 2, 2014

TO: Members of the Commissioners Court

FROM:

A handwritten signature in black ink that reads "Sherri E. Fleming". The signature is written in a cursive style and is positioned above the printed name.

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

SUBJECT: Letter of renewal for after-school revenue contract with Austin Independent School District (AISD)

Proposed Motion:

Consider and take appropriate action to approve a letter of renewal for the revenue contract with AISD for after-school enrichment services provided by Travis County through the Texas A&M AgriLife Extension office.

Summary and Staff Recommendations:

The Texas A&M AgriLife Extension Service provides after-school programming at various locations in Travis County. AgriLife uses a combination of General Fund money, AmeriCorps grant money and money from revenue contracts to operate these programs which provide hands-on learning experiences that not only help youth become successful adults but also reduce risk-taking behaviors that inhibit success. The programs run four days a week during the school year and focus on science and technology, environmental education, outdoor education, and life skills.

This letter of renewal extends the contract for the 2014-2015 school year. TCHHSVS staff recommends approval.

Budgetary and Fiscal Impact:

The revenue contract with AISD for the 2014-2015 school year is for a maximum of \$210,000.

Issues and Opportunities:

This revenue contract helps Travis County fund the after-school programs. Studies show that students who participate in after-school programs have fewer behavior problems, handle conflict better, show improved social skills and enhanced academic performance.

Background:

The Texas A&M AgriLife 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, Travis County Auditor
Patty Lennon, Financial Analyst, Travis County Auditor's Office
Mary Gerhardt, Assistant County Attorney, Travis County Attorney's Office
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

Austin Independent School District

Contract & Procurement Services



September 2, 2014

Travis County
Attn: Samuel T. Biscoe, Travis County Judge
314 W 11th St, #520
Austin, TX 78701

Subject: Notification of Renewal – Youth and Family Enrichment Programs
Request for Proposal P11-035

Dear Samuel T. Biscoe:

Please accept this letter as your Notification of Renewal (“Renewal”) for Request for Proposal (RFP) P11-035, Youth and Family Enrichment Programs Service Agreement (“Agreement”). Services are to be performed pursuant to the Agreement on an as needed basis as requested by individual campuses effective through the 2014-2015 school year (September 1, 2014 – August 31, 2015). No minimum quantity of service is guaranteed. This Notice of Renewal is being issued in accordance with the Terms and Conditions set forth in RFP P11-035 and the executed service agreement.

This Renewal notice is issued by AISD and approved by Travis County subject to all terms and conditions of the Agreement including, but not limited to, termination and funding limitation requirements.

Please indicate “ACKNOWLEDGEMENT” of this Renewal Notification by signing in the space provided below and returning this document to the undersigned (return by email or fax). A copy should be kept for your records. We look forward to working with your institution in providing this important service to the District.

Sincerely,

Anita Mills
Senior Procurement Specialist
Austin Independent School District
(512) 414-9800 Fax 512-480-0924
anita.mills@austinisd.org

ACKNOWLEDGEMENT

Travis County
COMPANY NAME

Date

Samuel T. Biscoe
Printed Name

By:
Authorized Signature

Travis Co. Judge
Title

512-854-9555
Telephone Number

Sam.Biscoe@co.travis.tx.us
E-mail

512-854-9535
Fax Number

Purchasing Cooperative Contract Number

Purchase Order Fax/Email



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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

9/9/2014

NEW BUDGET

BA#	IO/WBS	FUND	COST CENTER/ SPNSRD PGM	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
N1	600790	4049	149027	422080	TNR	Contracted Construction Services	\$7,448.06		1
	600790	4049	149027	522030	TNR	Capital Outlay Mtrl - Impvts Other	\$7,448.06		
	600793	4049	149027	422080	TNR	Contracted Construction Services	\$17,056.00		
	600793	4049	149027	522030	TNR	Capital Outlay Mtrl - Impvts Other	\$17,056.00		
	600820	4049	149027	422080	TNR	Contracted Construction Services	\$22,869.00		
	600820	4049	149027	522030	TNR	Capital Outlay Mtrl - Impvts Other	\$22,869.00		
N2		4050	149030	481320	TNR	Contracted Services	\$36,000.00		4
		4050	149030	522040	TNR	Capital Outlay Mtrl - Infrastructure/Impvts	\$36,000.00		
N3		4050	149029	422390	TNR	Road Work Service Revenue	\$25,622.50		7
		4050	149029	511973	TNR	Construction Services	\$25,622.50		
N4		4050	149029	422390	TNR	Road Work Service Revenue	\$52,583.00		10
		4050	149029	511973	TNR	Construction Services	\$52,583.00		

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0115	198000	580010	Reserves	BCP Fund Allocated Reserves		\$50,000.00	13
		0115	149012	520070	TNR	Capital Outlay - Educational/Comm. Eq.	\$50,000.00		

TRANSFERS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
T1		0003	114008	500050	FMD	Salaries - Regular Employees		\$50,000.00	16
		0003	114008	511480	FMD	Water/Sewer Service	\$50,000.00		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court
FROM: Leah R. Henderson, Budget Analyst
DATE: September 2, 2014
RE: Establishing New Budgets for Revenue Received in Lieu of Parkland Dedication by Transportation and Natural Resources (TNR)

The County Auditor's Office has certified additional unanticipated new revenue sources in lieu of parkland dedication. These sources include:

Developer (Owner)	Park	Amount
Sweetwater Ranch Sec. 2, Ph. 2, Village Z	Milton Reimers Ranch	\$7,448.06
Addison Sect 2, Final Plat	Richard Moya	\$17,056.00
Whitehouse Tract Condominiums	Northeast Metro	\$22,869.00
Total:		\$47,373.06

TNR has submitted budget adjustments to budget the received funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this item totaling \$47,373.06 in new revenue to be used for park purposes. These funds can be used for the acquisition or improvement of parks that will benefit the subdivision connected to the received funds. Funds may also be used at other parks provided the received funds benefit all County residents and have typically supplemented funding for large capital park projects. TNR recommendations for the use of the funds will be brought back as individual projects are identified.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From: *NR* Nicki Riley
County Auditor

Subject: Parkland Fees- August 2014 Revenue Certifications

Date: August 28, 2014

I hereby certify an additional \$47,373.06 for the Transportation and Natural Resources Department from WS-COS Development, LLC, Brookfield Residential CO, LLC, and Meritage Homes of Texas in lieu of parkland dedication. Funds are planned for improvements at Milton Reimers Ranch (I/O 600790), Richard Moya (I/O 600793) and Northeast Metro Park (I/O 600820).

The funds should be allocated as follows:

Fund	Funds Center	Account	Account Description	Internal Order	Park	Subdivision	Amount
4049	1490274049	422080	Contracted Constructed Services	600790	Milton Reimers	Sweetwater Ranch Sec. 2, Ph. 2, Village Z	\$ 7,448.06
4049	1490274049	422080	Contracted Construction Services	600793	Richard Moya	Addison Sect 2, Final Plat	\$17,056.00
4049	1490274049	422080	Contracted Construction Services	600820	Northeast Metro	Whitehouse Tract Condominiums	\$22,869.00
						Total	\$47,373.06



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leah R. Henderson, Budget Analyst

DATE: August 29, 2014

RE: Certification of Revenue – Gattis School Road at Priem Lake – Pflugerville ISD – Customer 270100– SAP Invoice #1800007642 – WBS TRAF14900000101

On June 17, 2014 the Commissioners Court approved an amendment to an Interlocal Agreement with the Pflugerville Independent School District for the installation of a traffic signal on Gattis School Road at Priem Lake. TNR is requesting that \$36,000.00 be certified as revenue, pursuant to sections 111.0707 and 111.07075 of the Local Government Code.

TNR has submitted a budget adjustment to establish the revenue and expenditure budgets for the additional funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this budget adjustment of \$36,000.00 in new revenue.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

4

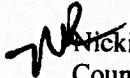
TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Gattis School Road @ Priem Lane- Pflugerville ISD

Date: August 25, 2014

I hereby certify an additional \$36,000.00 for the Transportation and Natural Resources Department from Pflugerville ISD. Funds are planned for the installation of a traffic signal on Gattis School Road at Priem Lane.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490304050	481320	Contracted Services	\$36,000.00

If you have any questions, please call.

NR/ay

cc: Patti Smith, First Assistant County Auditor
Kathryn Madden, Financial Reporting Manager
Cameron VanNoy, Auditor Financial Analyst
Sabrina Bullard, Auditor Financial Analyst
Holly Huff, Financial Analyst – Revenues
Diana Ramirez, Budget Assistant Director, PBO
Leah Henderson, Budget Analyst, PBO
Cynthia McDonald, Financial Manager, TNR
Donna Williams Jones, Sr. Financial Analyst, TNR

Document 400006586 **Status** Preposted **Document Year** 2014 **FM Area** 1003
Process Cleared Entry **Total Source** 36,000.00 USD
BCS Value Type Budget **Total Target** 36,000.00 USD
Budget Category Payment **Version** 0 **Fiscal Year** 2014
Document type TRAN **Document Date** 08/26/2014

Year **Periods**

Funds Center	Commitment Item	Func. Area	Grant	Funded Program	Type	Amount LC
1490304050	481320	1710	NOT-RELEVANT	TRAF14900000101	3	36,000.00
1490304050	522040	1710	NOT-RELEVANT	TRAF14900000101	3	36,000.00

6



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leah R. Henderson, Budget Analyst

DATE: August 29, 2014

RE: Certification of Revenue – Slaughter Lane Extension – City of Austin – Customer 270085– SAP Invoice #1800007289 – WBS RDCN1490000040303

On May 6, 2014 the Commissioners Court approved an amendment to an Interlocal Agreement with the City of Austin for the relocation of its water line for the Slaughter Lane-Goodnight project. TNR is requesting that \$25,622.50 be certified as revenue, pursuant to sections 111.0707 and 111.07075 of the Local Government Code.

TNR has submitted a budget adjustment to establish the revenue and expenditure budgets for the additional funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this budget adjustment of \$25,622.50 in new revenue.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

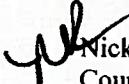
TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Slaughter Lane Extension-City of Austin-Customer
270085-Invoice #1800007289-WBS RDCN1490000040303

Date: August 25, 2014

I hereby certify an additional \$25,622.50 for the Transportation and Natural Resources Department from the City of Austin. Funds are planned for the Slaughter Lane Extension.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490294050	422390	Road Work Service Revenue	\$25,622.50

If you have any questions, please call.

NR/ay

- cc: Patti Smith, First Assistant County Auditor
- Kathryn Madden, Financial Reporting Manager
- Cameron VanNoy, Auditor Financial Analyst
- Sabrina Bullard, Auditor Financial Analyst
- Holly Huff, Financial Analyst – Revenues
- Diana Ramirez, Budget Assistant Director, PBO
- Leah Henderson, Budget Analyst, PBO
- Cynthia McDonald, Financial Manager, TNR
- Donna Williams Jones, Sr. Financial Analyst, TNR

Header		Additional Data	
Document	400006582	Status	Preposted
Process	Cleared Entry	Total Source	25,622.50 USD
BCS Value Type	Budget	Total Target	25,622.50 USD
Budget Category	Payment	Version	0
Document type	TRAN	Document Date	08/26/2014
		Document Year	2014
		Fiscal Year	2014
		FM Area	1000

Year	Periods	Funds Center	Commitment Item	Func. Area	Grant	Funded Program	Type	Amount LC
		1490294050	422390	1710	NOT-RELEVANT	RDCN1490000040303	1	25,622.50
		1490294050	511973	1710	NOT-RELEVANT	RDCN1490000040303	1	25,622.50

Handwritten signature = A r n
 Sept. 5, 2014



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Leah R. Henderson, Budget Analyst

DATE: August 28, 2014

RE: Certification of Revenue – Howard Lane Ph II Cameron to SH 130 Project
#X1L017 – City of Austin – Customer 270003– SAP Invoice #180007641 – WBS
RDCN.149.000011.01.02

On April 28, 2009 the Commissioners Court approved an amendment to an Interlocal Agreement with the City of Austin for the Howard Lane Phase II project. TNR is requesting that \$52,583.00 be certified as revenue, pursuant to sections 111.0707 and 111.07075 of the Local Government Code.

TNR has submitted a budget adjustment to establish the revenue and expenditure budgets for the additional funds. Pursuant to the FY 2014 Budget Rules, PBO is submitting this new revenue budget adjustment for Commissioners Court approval.

PBO recommends approval of this budget adjustment of \$52,583.00 in new revenue.

cc: Leroy Nellis, Jessica Rio, Travis Gatlin, PBO
Cynthia McDonald, Donna Williams-Jones, TNR

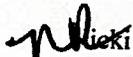
TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

To: Jessica Rio
Budget Director, Planning and Budget

From:  Nicki Riley
County Auditor

Subject: Certification of Revenue – Howard Lane Ph II Cameron to SH 130-Project
#X1L017-Customer 270003- Invoice #180007641-WBS
RDCN.149.000011.01.02

Date: August 25, 2014

I hereby certify an additional \$52,583.00 for the Transportation and Natural Resources Department from the City of Austin. Funds are planned for improvements on Howard Lane.

The funds should be allocated as follows:

<u>Fund</u>	<u>Fund Center</u>	<u>Account</u>	<u>Account Description</u>	<u>Amount</u>
4050	1490294050	422390	Road Work Service Revenue	\$52,583.00

If you have any questions, please call.

NR/ay

cc: Patti Smith, First Assistant County Auditor
Kathryn Madden, Financial Reporting Manager
Cameron VanNoy, Auditor Financial Analyst
Sabrina Bullard, Auditor Financial Analyst
Holly Huff, Financial Analyst – Revenues
Diana Ramirez, Budget Assistant Director, PBO
Leah Henderson, Budget Analyst, PBO
Cynthia McDonald, Financial Manager, TNR
Donna Williams Jones, Sr. Financial Analyst, TNR

Header		Additional Data	
Document	400006581	Status	Preposited
Process	Cleared Entry	Total Source	52,583.00 USD
BCS Value Type	Budget	Total Target	52,583.00 USD
Budget Category	Payment	Version	0
Document type	TRAN	Document Date	08/26/2014
		Document Year	2014
		Fiscal Year	2014
		FM Area	1000

Year	Periods	Funds Center	Commitment Item	Func. Area	Grant	Funded Program	Type	Amount LC
		1490294050	422390	1710	NOT-RELEVANT	RDCN1490000110102	1	52,583.00
		1490294050	511973	1710	NOT-RELEVANT	RDCN1490000110102	1	52,583.00

AW ~ Sept. 5/2014



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: September 2, 2014
RE: Request by ITS to use \$50,000 from TNR's BCP Fund (0115) for GAATN Expansion

The Information Technology Services (ITS) Department is requesting approval to use \$50,000 from TNR's BCP Fund (0115) to upgrade network connectivity to the Nootsie Office via a high-speed connection to the Greater Austin Area Telecommunications Network (GAATN). The proposed upgrade will include the installation of fiber optic cabling from the Nootsie Office to the nearest GAATN fiber splice case near the intersection of FM 620 and FM 2222. The request also includes a replacement of the network router at the facility to accommodate for the increased speeds. The Nootsie Office is primarily used by Natural Resources staff members that are dependent on the site to manage large data sets – including ongoing BCP species' monitoring data and US Forest Service Golden-Cheeked Warbler Habitat Suitability studies.

TNR has worked with ITS on this request and has informed ITS that the BCP Fund (0115) has sufficient funds currently in reserves for this infrastructure upgrade. PBO confirms TNR's conclusion of available funds. ITS requests to transfer \$50,000 from the Allocated Reserves line item in the BCP Fund to the Capital Outlay-Educational/Communication Equipment for this purchase. The requested \$50,000 includes all construction, hardware, software, and installation one-time costs for this project.

This opportunity to upgrade to more appropriate technology was recently recognized by TNR and the desperate need of additional network bandwidth was not fully realized until recently. PBO has taken this proposed request and transfer into account, and will work to adjust end-of-year projections for the ending fund balance accordingly, should this transfer request be approved.

PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, Diana Ramirez, PBO
Steven Manilla, Carol Joseph, Don Ward, Cynthia McDonald, Sydnie Crosbie, Donna Williams-Jones, TNR



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

DATE: August 27, 2014

TO: Katie Gipson, Budget Analyst

FROM: Tanya Acevedo, CIO 

SUBJECT: Request for funding from TNR Fund BCP 0115 for GAATN expansion to TNR remote location

ITS requests Commissioners Court approval to use \$50,000 from TNR's Fund BCP 0115 to upgrade network connectivity to the Nootsie Office via a high-speed connection to the Greater Austin Area Telecommunications Network (GAATN). This will include the installation of fiber optic cabling from the Nootsie Office to the nearest GAATN fiber splice case near the intersection of FM 620 and FM 2222. It will also include a replacement of the network router at the facility to accommodate the increased speeds.

The Nootsie Office is in desperate need of additional network bandwidth. The staff uses mapping applications which use much more bandwidth than typical users. Additionally, several large data sets – (ongoing BCP species' monitoring data, US Forest Service Golden-cheeked Warbler Habitat Suitability Study, Community Wildfire Protection Plan Risk Assessment, imagery and files routinely needed in GIS analysis of permit compliance and progress) routinely overload the system. This initiative will correct these issues.

A final consideration is the future deployment of the Travis County's Unified Communication (UC) or Voice over Internet Protocol (VOIP) project to the Nootsie Office. Because all communications including phone and video will be over the computer network, it places a greater emphasis on having adequate bandwidth and reliable service.

TNR has informed ITS that BCP Fund 0115 has sufficient funds in Reserves available for this infrastructure upgrade. Therefore, this request is to transfer \$50,000 from the Allocated Reserves 1980000000 580010 to Capital Outlay-Educational/Communication Equipment 1490120115 520070 for this project. The \$50,000 requested includes all construction, hardware, software, and installation. This project will not incur any additional on-going maintenance costs.

Cc: Leroy Nellis, Acting County Executive for Planning and Budget
Stephen Manilla, P.E., County Executive for Transportation and Natural Resources
Jon White, Cynthia McDonald, Wendy Connally, TNR
David Lampl, Walter LaGrone, Bruce Bates, Randy Lott, Dain Herbat, Bruni Cruz, ITS
Leah Henderson, PBO

Document: 400006665 Status: Preposted Document Year: 2014

Header Data Additional Data

Process: Transfer Payment Budget
 Total Sender: 50,000.00
 Total Receiver: 50,000.00

Document type: TRAN (Budget Adjust)
 Version: 0
 Document Date: 08/28/2014

Sender: 2014 A11
 Fiscal Year: 2014
 Grant: NOT-RELEVANT NOT-RELEVANT

Receiver: 2014 A11
 Fiscal Year: 2014
 Grant: NOT-RELEVANT NOT-RELEVANT

Payment Budget

Line	+	-	Cmmt Item	Commitment Item Name	Funds Center	Fund	FAR	Funded Program	Type	Amount (USD)	DK	Text
000001	-		580010	Resrv-Allocated	1980000000	0115	1120	NON-FUNDED-PROGRAM 1	1	50,000.00	1	GAATN Expansion for BCP Field Office (Nootsie)
000002	+		520070	CapOut-Edu/Comm Exp	1490120115	0115	1750	NON-FUNDED-PROGRAM 1	1	50,000.00	1	GAATN Expansion for BCP Field Office (Nootsie)

Lines

AD ~ Sept. 5, 2014



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: Katie Petersen Gipson, Sr. Budget Analyst 

DATE: September 2, 2014

RE: Use of salary savings within the Expo Center Fund for utility expenses

Facilities Management is requesting to use \$50,000 in salary savings generated by vacant positions to pay for increased utility bills. The higher utility costs are due to rate increases and additional usage due to a colder winter than expected. PBO was aware that additional funds would be needed this fiscal year and concurs with this transfer.

This transfer will have a negligible effect on the FY 2014 ending fund balance of the Expo Center Fund (0003) since most of these expenses were accounted for in end of year expenditure projections. PBO recommends approval of the transfer.

cc: Leroy Nellis, County Executive for Planning & Budget
Jessica Rio, PBO
Diana Ramirez, PBO
Roger El-Khoury, FMD
John Carr, FMD
Amy Draper, FMD

FACILITIES MANAGEMENT DEPARTMENT

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



14 AUG 28 PM 3: 02

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

MEMORANDUM

Project No: Expo General
File: 102

TO: Jessica Rio, Budget Director, Planning and Budget Office

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

DATE: August 28, 2014

SUBJECT: Funding Issue – Exposition Center – Utility Shortfall

Facilities Management Department (FMD) requests your assistance in obtaining approval to transfer \$50,000 of salary savings from the Exposition Center personnel account to cover a projected shortfall in the Exposition Center utility account. The Exposition Center does have salary savings that are available to be transferred to the utility account if approved. FMD has loaded budget adjustment # 400006648 into the system for this request.

Please direct any questions on this request to Amy Draper at 49040. Thank you for your assistance with this request.

COPY TO:

- Leroy Nellis, Acting County Executive, PBO
- Katie Gipson, Senior Budget Analyst, PBO
- John Carr, Administrative Director, FMD
- Amy Draper, CPA, Financial Manager, FMD

Header Information for Entry Doc Number 400006648

Doc. Number 400006648 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Aug 28, 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
 Creator DRAPERA Creation Date Sep 2, 2014 Creation Time 08:49:48
 Resp. Person A DRAPER 49040 Year Cohort Public Law
 Legislation

Additional Data

Header Text To cover anticipated FY14 Expo utility expenditure

TextName

Lines Total Document 0 USD 50000 Expo Center

Line	Fund	Budget Period	Funds Center	Comm. Item	Func Area Grant	Funded Program	Local Amount	Text Line
000001	0003		1140080003	500050	1610	NOT-RELEVANT	-50,000	To cover anticipated FY14 Expo utility expenditure
000002	0003		1140080003	511480	1610	NOT-RELEVANT	50,000	To cover anticipated FY14 Expo utility expenditure

~~_____~~
DR

Amount	Dept Transferred Into	Date	Explanation
10,718,725.00			Beginning Balance
13,799.02	Allocated Reserve	10/8/13	Liquidated Purchase Orders-Variou Depts
7,350.74	Allocated Reserve	10/15/13	Liquidated Purchase Orders-Variou 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-Variou Depts
2,506.95	Allocated Reserve	10/29/13	Liquidated Purchase Orders-Variou 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-Variou Depts
(25,000.00)	HRMD	11/12/13	NeoGov Maintenance Agreement
150.00	Allocated Reserve	11/12/13	Liquidated Purchase Orders-Variou 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-Variou 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-Variou Depts
32,868.06	Allocated Reserve	12/20/13	Liquidated Purchase Orders-Variou 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-Variou Depts
(50,000.00)	General Administration	1/14/14	Organizational Review
33,203.06	Allocated Reserve	1/22/14	Liquidated Purchase Orders-Variou 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-Variou Depts
8,602.20	Allocated Reserve	1/29/14	Liquidated Purchase Orders-Variou 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-Variou 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-Variou 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-Variou 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-Variou Depts
5,621.75	Allocated Reserve	4/8/14	Liquidated Purchase Orders-Variou Depts
(25,000.00)	County Attorney	4/15/14	Legal Services
1,048.88	Allocated Reserve	4/17/14	Liquidated Purchase Orders-Variou Depts
5,359.28	Allocated Reserve	4/28/14	Liquidated Purchase Orders-Variou Depts
(20,000.00)	TNR	4/29/14	Maha Loop Right of Way
23,220.14	Allocated Reserve	5/5/14	Liquidated Purchase Orders-Variou Depts
90,039.51	Allocated Reserve	5/13/14	Liquidated Purchase Orders-Variou Depts
19,524.42	Allocated Reserve	5/21/14	Liquidated Purchase Orders-Variou 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-Variou Depts
(60,000.00)	Criminal Courts	6/3/14	Legally mandated services
29,305.23	Allocated Reserve	6/5/14	Liquidated Purchase Orders-Variou Depts

Created 09/08/14 at 16:00
Allocated Reserve Status (\$580,100)

Amount	Dept Transferred Into	Date	Explanation
36.08	Allocated Reserve	6/10/14	Liquidated Purchase Orders-Variou Depts
12,562.71	Allocated Reserve	6/13/14	Liquidated Purchase Orders-Variou 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-Variou Depts
13,501.00	Allocated Reserve	6/30/14	Liquidated Purchase Orders-Variou Depts
13,776.41	Allocated Reserve	7/2/14	Liquidated Purchase Orders-Variou Depts
23,399.58	Allocated Reserve	7/14/14	Liquidated Purchase Orders-Variou 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-Variou Depts
44,796.31	Allocated Reserve	8/11/14	Liquidated Purchase Orders-Variou 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
(18,351.00)	County Attorney	8/19/14	Underage Drinking Prevention Prog. Grant Match
11,227.29	Allocated Reserve	8/18/14	Liquidated Purchase Orders-Variou Depts
(1,398.00)	General Administration	8/19/14	ACC Internship Program
(1,398.00)	JP Pct. 1	8/19/14	ACC Internship Program
(1,398.00)	Cons. Pct. 1	8/19/14	ACC Internship Program
(1,398.00)	Records Mngt.	8/19/14	ACC Internship Program
1,305.37	Allocated Reserve	8/25/14	Liquidated Purchase Orders-Variou Depts
(263,413.00)	Civil Courts	9/2/14	Civil Indigent Attorney Fees
5,630,199.88	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
(\$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
(\$1,508,226)	Total Possible Future Expenses (Earmarks)

\$4,121,974 Remaining Allocated Reserve Balance After Possible Future Expenditures

20

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
(102,795)	Sheriff's Office	9/2/14	Urgent Correction Facility Repairs
630,265 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)
(\$254,281)	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
(\$1,346,745)	ITS	9/2/14	DMS Implementation, CUC TechShare
\$1,573,451 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 Metropolitan 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
1,345,302.00	ITS	7/23/14	Reimbursement Resolution for ITS
1,774,058.00	FMD	7/31/14	Reverse RR for EOB Renovations Floors 4 - 11
512,400.00	FMD	7/31/14	Reverse RR for Collier Evidence Warehouse Expansion
2,500,000.00	FMD	8/22/14	Reverse RR for 416 W. 11th Street
435,000.00	TCSO	8/22/14	Reverse RR for Phase II of the Perimeter Security Fence Upgrade at Correctional Complex
2,480,000.00	TNR	8/28/14	Reverse RR for New Entrance for NE Metropolitan Park
\$ 62,854,857 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 09/09/2014, 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. Contract amendment with Texas Department of Family and Protective Services for the Title IV-E Child Welfare Services Grant in the Health and Human Services and Veterans Service Department; and
- B. Permission to continue the Residential Substance Abuse Treatment Program in the Juvenile Probation Department until a contract can be fully executed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Item A is an amendment to an existing contract.

Item B is a request to continue the staffing associated with an existing grant program beyond the current grant end date 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:

Item A requires a match which is provided by the budget for the staff associated with the program. No additional County funds are required.

Item B will be temporarily internally funded while awaiting final contract approval.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Jessica Rio
David Salazar

TRAVIS COUNTY

9/9/2014

Created 09-08-14 at 11:33 am

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	Notes	PBO Assessment	Auditor's Page #
A	158 Title IV-E Child Welfare Services*	10/01/14 - 09/30/15	\$18,235	\$72,594	\$0	\$0	\$90,829	0.60	R	MC	12

*Amended from original.

Permissions to Continue

Dept.	Grant Title	Grant Term on Application	Personnel Cost	Operating Cost	Total Request	Filled FTE	Expiration Date	PBO Notes	Auditor's Assessment	Page #
B	145 Residential Substance Abuse Treatment (RSAT) Program	10/01/14 - 09/30/15	\$16,263	\$0	\$16,263	1.00	12/1/2014	R	MC	52

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

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

**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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Grant Applications Approved by Commissioners Court**

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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
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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Grant Applications Approved by Commissioners Court**

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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
158	Retired and Senior Volunteer Program (DADS)	09/01/14 - 08/31/15	\$24,484	\$0	\$0	\$0	\$24,484	0.00	9/2/2014
			\$32,769,076	\$10,967,306	\$325,208	\$351,103	\$44,412,693	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.

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	\$0	\$137,388	1.00	10/22/2013

**FY 2014 Grant Summary Report
Grants Approved by Commissioners Court**

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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
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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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

Created: 09/08/14 10:39 am

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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
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

Created 09-08-14 10:39am

**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
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	8/19/2014
119	Underage Drinking Prevention Program	10/01/14 - 09/30/15	\$171,408	\$0	\$35,951	\$55,000	\$262,359	3.00	8/19/2014
158	AmeriCorps	08/01/14 - 07/31/15	\$295,662	\$519,213	\$0	\$0	\$814,875	31.00	8/19/2014
158	Comprehensive Energy Assistance Program (CEAP)	04/01/14 - 09/30/14	\$691,860	\$0	\$0	\$0	\$691,860	7.00	8/19/2014
158	Low-Income Home Energy Assistance Act Weatherization Assistance Program (LIHEAP)*	01/01/14 - 12/31/14	\$810,134	\$0	\$0	\$0	\$810,134	0.00	8/26/2014
123	Victim Coordinator and Liaison Grant	09/01/14 - 08/31/15	\$42,000	\$0	\$0	\$0	\$42,000	0.00	9/2/2014
112	SAVNS Statewide Automated Victim Notification Service	09/01/14 - 08/31/15	\$31,665	\$0	\$0	\$0	\$31,665	0.00	9/2/2014
			\$22,282,258	\$3,556,790	\$385,216	\$363,826	\$26,588,090	178.55	

**Amended from original agreement.*

**FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court**

Amount requested for PTC

Created: 09-08-14 at 10:39 am

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	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
139	Travis County Adult Probation DWI Court	09/01/14 - 08/31/15	\$57,505	\$0	\$57,505	4.00	11/30/2014	8/19/2014	No
124	Travis County Veterans Court	09/01/14 - 08/31/15	\$37,308	\$0	\$37,308	2.00	11/30/2014	8/26/2014	No
119	Other Victim Assistance Grant (OVAG)	09/01/13 - 08/31/15	\$7,000	\$0	\$7,000	1.00	10/31/2014	8/26/2014	No
119	Family Violence Accelerated Prosecution Program	09/01/14 - 08/31/15	\$13,160	\$0	\$13,160	1.00	10/31/2014	8/26/2014	No

FY 2014 Grants Summary Report
Permissions to Continue Approved by Commissioners Court

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC Approval Date	Has the General Fund been Reimbursed
				Operating Transfer	Total Request	Total Request				
122	Family Drug Treatment Court	09/01/14 - 08/31/15	\$5,583	\$0	\$5,583	1.00	9/30/2014	8/26/2014	No	
Totals			\$1,020,466	\$707,300	\$1,727,766	146.17				

***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.*



**TRAVIS COUNTY
FY 14 GRANT SUMMARY SHEET**

Contract #: 23940116
SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Travis County Health and Human Services and Veterans Service	
Contact Person/Title:	John C. Bradshaw/ Contract Specialist	
Phone Number:	512-854-4277	

Grant Title:	Title IV-E Child Welfare Services		
Grant Period:	From: Oct 1, 2014	To: Sep 30, 2015	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Texas Department of Family and Protective Services		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	Social Security Administration		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 6,790	\$ 32,364	\$ 0	\$ 0	\$ 39,154
Operating:	\$ 8,080	\$ 6,057	\$ 0	\$ 0	\$ 14,137
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,365	\$ 34,173	\$ 0	\$ 0	\$ 37,538
Totals:	\$ 18,235	\$ 72,594	\$ 0	\$ 0	\$ 90,829
FTEs:	0.10	0.50	0.00	0.00	0.60

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

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Number of Child Protective Services petitions filed (Stats provided annually)	457	415	415	415
2.	Average number of children in conservatorship per month	851	835	835	835
3.	Number of new children entering care	669	625	625	625
Measures for the Grant					
1.	Number of Title IV- E eligible youth in foster care served by the contract	102	100	100	100
Outcome Impact Description		This ensures that youth in foster care receive all necessary services and support.			
2.					
Outcome Impact Description					
3.					
Outcome Impact Description					

PBO Recommendation:

HHSVS is requesting Commissioners Court approval of an amendment to the existing contract with the Texas Dept. of Family and Protective Services (DFPS) related to reimbursement for certain foster care expenditures made by the department. Travis County submits quarterly requests for reimbursement to DFPS and is required to submit annual updates to some of the contract attachments.

PBO recommends approval of the 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 Texas Dept. of Family and Protective Services (DFPS) pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money for the state under Title IV-E of the Federal Social Security Act. The counties, in turn, receive a percentage of this money based on their expenditures for foster care. Travis County submits quarterly requests for reimbursement to DFPS. These funds enhance an existing program.

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

The contract with DFPS requires Travis County to continue a Child Welfare Board; provide adequate funding for the care of any child in need of protective placement who is under the conservatorship of DFPS and not eligible for Title IV-E foster care or state-paid foster care and/or Medicaid; provide adequate funds for medical care not covered by Medicaid; and maintain total net child welfare expenditures at a sufficient level.

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 match is provided by the current budget for the Accountant Associate who puts together the Title IV-E billings. No additional county funds are required.

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

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. The county would still have to spend money for foster care even if this reimbursement program were not available.

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 contract with DFPS will allow Travis County to recover some of the costs associated with providing foster care. The appropriate departmental output measures apply to this grant.



**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 14, 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: Title IV-E Child Welfare Services Contract Attachments

Proposed Motion:

Consider and take appropriate action to approve updated attachments for the FY'15 Title IV-E Child Welfare Services Contract with the Texas Department of Family and Protective Services.

Summary and Staff Recommendations:

The Title IV-E Child Welfare Services Contract is part of a mutually undertaken child welfare program by Travis County and the Texas Department of Family and Protective Services (DFPS). Travis County receives partial reimbursement for eligible expenditures related to children in foster care under the oversight of the Travis County Child Protective Services Board.

DFPS pools certain foster care expenditures made by Texas counties in order to receive federal reimbursement money under Title IV-E of the Federal Social Security Act. Title IV-E was established for the purpose of enabling each state to provide, in appropriate cases, foster care, adoption assistance and transitional independent living programs for children who otherwise would have been eligible for Aid to Families with Dependent Children (AFDC) assistance as the program existed on July 16, 1996. The

federal reimbursement rate determines the amount counties receive. This rate changes each fiscal year. The rate for Texas is currently 58.69%.

Travis County Health and Human Services and Veterans Service (TCHHSVS) can receive up to \$18,235 in federal reimbursements during FY'15 depending on what it spends on Title IV-E eligible children. (This figure is based on an estimate of the amount of TCHHSVS staff time spent administering the Title IV-E program as well as the reimbursement for foster care maintenance expenditures and indirect costs.)

The Title IV-E contract automatically renews at the beginning of each fiscal year through 9/30/18. However, certain attachments to the contract have to be updated each year. TCHHSVS staff recommends approving the updated attachments.

Budgetary and Fiscal Impact:

This contract is required to establish a mechanism for reimbursement of certain eligible foster care expenditures. TCHHSVS prepares a claim for DFPS at the end of each quarter based on expenditures for Title IV-E eligible foster children in the county and sends it to the County Auditor for review. TCHHSVS then submits the claim to DFPS. The funds are sent to the county and certified to be used by the Child Protective Services Board to meet the needs of the growing foster care population.

Issues and Opportunities:

This contract allows Travis County to be reimbursed for a portion of its expenditures for those children in foster care who are Title IV-E eligible.

Background:

Travis County has submitted claims for reimbursement under this contract since FY'99.

Cc: 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 Executive Manager, Planning and Budget Office
Aerin Pfaffenberger, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent

Contractor: Travis County CWS

DFPS Contract 23940116
Number(s): _____

Fiscal Year Certified 2015

1. Please initial and date next to the appropriate box after reviewing the applicable section of the ICSQ being certified:

nl **FINANCIAL POSITION** - Review for changes to accounting procedures and financial stability. Provide updated financial statements and most recent audit.
 Section is not applicable

nl **GENERAL/ACCOUNTING CONTROLS** - Review the allocation plan included as an attachment to the ICSQ, if applicable; Chart of Accounts, information on contracts/programs administered; any changes to accounting system, etc.
 Section is not applicable

nl **CONTRACT DOCUMENTATION** - Review for changes to contract documentation requirements.
 Section is not applicable

nl **PERSONNEL** - Review for changes to personnel and payroll practices.
 Section is not applicable

nl **TRAVEL** - Review for changes to travel policy.
 Section is not applicable

nl **EQUIPMENT** - Review for changes to capitalization threshold and inventory.
 Section is not applicable

nl **SUBCONTRACTORS** - Review for changes in procurement and/or monitoring procedures.
 Section is not applicable

nl **STAFF/VOLUNTEERS** - Review for changes in procurement and/or monitoring procedures.
 Section is not applicable

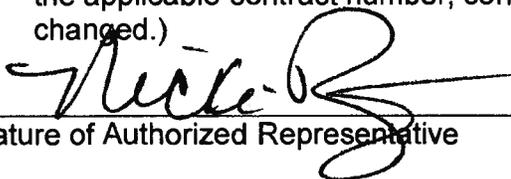
nl **RELATED PARTY TRANSACTIONS** - Review for changes of related parties in organization and updated lease information.
 Section is not applicable

nl **TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION** - Review for changes of contract information.
 Section is not applicable

2. I have reviewed the Internal Control Structure Questionnaire and supporting documentation originally certified by our organization on 2-5-2013, and re-certify one of the following:

The ICSQ and supporting documentation remains true and accurate, with no exceptions.

The ICSQ and supporting documentation remains true and accurate, with the exception of changes indicated on the attached documents. (Please indicate the applicable contract number, corresponding ICSQ number and how changed.)


Signature of Authorized Representative

Title
Travis County Auditor

Nicki Riley
Printed/Typed Name

8-28-2014
Date

FOR DFPS ONLY:

I have reviewed the Internal Control Structure Questionnaire and supporting documentation submitted or certified by the organization on _____, and have determined that this ICSQ is being shared for the following contracts: _____.

The ICSQ and supporting documentation remains true and accurate and can be shared through the following date _____.

**Budget for Title IV-E
County Child Welfare Services Contract**

Summary				
		County:	Travis County CWS	
		Contract Number:	23940116	
		Budget Effective Date:	10/1/2014-9/30/2015	
Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement	Total Anticipated County Match	
A. Administration				
A.1. Direct Personnel Salaries	\$27,378.14	\$4,935.73	\$22,442.41	
A.2. Direct Personnel Fringe Benefits	\$11,775.81	\$1,854.45	\$9,921.36	
A.3. Direct Personnel Travel	\$436.80	\$39.16	\$397.64	
A.4. Direct Materials and Supplies	\$0.00	\$0.00	\$0.00	
A.5. Direct Equipment	\$0.00	\$0.00	\$0.00	
A.6. Direct Other Costs	\$0.00	\$0.00	\$0.00	
Total Administration	\$39,590.75	\$6,829.35	\$32,761.41	
B. Training				
B.1. Title IV-E Training (75%)	\$0.00	\$0.00	\$0.00	
B.2. Title IV-E Fostering Connections Training (65%)	\$0.00	\$0.00	\$0.00	
B.3. Non-Title IV-E Training (50%)	\$0.00	\$0.00	\$0.00	
Total Training	\$0.00	\$0.00	\$0.00	
C. Supplemental Foster Care Maintenance (SFCM)				
Total SFCM	\$13,700.00	\$8,040.53	\$5,659.47	
D. Indirect Costs (if applicable)				
Indirect Cost Base	\$53,290.75	\$37,538.00	\$3,365.28	\$34,172.72
Grand Total	\$90,828.76	\$18,235.16	\$72,593.60	
*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 3rd quarter of the preceding fiscal year:			17.930%	
Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.				
* Estimated Federal Reimbursement for Supplemental Foster Care Maintenance expenses based on Federal Medicaid Assistance Percentage (FMAP) rate in effect during preceding fiscal year:			58.69%	
Actual reimbursement will be based on FMAP rate in effect at the time reimbursement is made to contractor.				
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):			70.440%	
<u>Contractor Certification</u>				
_____ Signature		_____ Date		
67 Samuel T. Biscoe, Travis County Judge Printed Name & Title				

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**Budget for Title IV-E
County Child Welfare Services Contract**

Administration A.1. Direct Personnel Salaries						
County: Travis County CWS						
Contract Number: 23940116						
Budget Effective Date: 10/1/2014-9/30/2015						
Position or Title	A Monthly Salary	B % of Time Spent on IV-E Activities	C Number of Months of Service	D Estimated Total Expense* (AxBxC)	E Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	F Anticipated County Match
Accountant Associate	\$3,802.52	60%	12	\$27,378.14	\$4,935.73	\$22,442.41
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
Total Direct Personnel Salaries				\$27,378.14	\$4,935.73	\$22,442.41

* estimated total cost for Title IV-E related activities

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

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.2. Direct Personnel Fringe Benefits			
	County:	Travis County CWS	
	Contract Number:	23940116	
	Budget Effective Date:	10/1/2014-9/30/2015	
Type of Fringe Benefits	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
FICA (\$3,802.52 x 12 mos. X .062 x .6)	\$1,697.44	\$267.31	\$1,430.13
Hospitalization (\$810.5 per mo. X 12 mos. X .6)	\$5,835.60	\$918.99	\$4,916.61
Life Insurance (\$8.25 per mo. X 12 mos. X .6)	\$59.40	\$9.35	\$50.05
Retirement (\$3,802.52 x 12 mos. X .1367 x .6)	\$3,742.59	\$589.38	\$3,153.21
Worker's Compensation (\$3,802.52 x 12 mos. x .0016 x .6)	\$43.80	\$6.90	\$36.90
Medicare (\$3,802.52 x 12 mos. X .0145 x .6)	\$396.98	\$62.52	\$334.46
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Fringe Benefits	\$11,775.81	\$1,854.45	\$9,921.36

* estimated total cost for Title IV-E related activities

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

**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.3. Direct Personnel Travel			
County:		Travis County CWS	
Contract Number:		23940116	
Budget Effective Date:		10/1/2014-9/30/2015	
Type of Travel Expense Note: only include travel <u>NOT</u> related to personnel training	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
Travel to and from TDFPS Office (65 miles per mo. X 12 mos. X 56 cents per mile)	\$436.80	\$39.16	\$397.64
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Personnel Travel	\$436.80	\$39.16	\$397.64

* estimated total cost for Title IV-E related activities

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

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**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.4. Direct Materials and Supplies			
		County:	Travis County CWS
		Contract Number:	23940116
		Budget Effective Date:	10/1/2014-9/30/2015
Materials and Supplies (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Materials and Supplies	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

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

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**Budget for Title IV-E
County Child Welfare Services Contract**

Administration A.5. Direct Equipment				
County: <u>Travis County CWS</u>				
Contract Number: <u>23940116</u>				
Budget Effective Date: <u>10/1/2014-9/30/2015</u>				
Equipment (description)	Method Used (rent/lease/ purchase)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
			\$0.00	\$0.00
Total Direct Equipment		\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

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

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**Budget for Title IV-E
County Child Welfare Services Contract**

Administration			
A.6. Direct Other Costs			
		County:	Travis County CWS
		Contract Number:	23940116
		Budget Effective Date:	10/1/2014-9/30/2015
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated EPR x 50% FFP)	Anticipated County Match
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
		\$0.00	\$0.00
Total Direct Other Costs	\$0.00	\$0.00	\$0.00

* estimated total cost for Title IV-E related activities

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

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**Budget for Title IV-E
County Child Welfare Services Contract**

C. Supplemental Foster Care Maintenance (SFCM)			
County:		Travis County CWS	
Contract Number:		23940116	
Budget Effective Date:		10/1/2014-9/30/2015	
Other Costs (description)	Estimated Total Expense*	Anticipated Federal Reimbursement (estimated FMAP)	Anticipated County Match
Allowances		\$0.00	\$0.00
Clothing	\$12,000.00	\$7,042.80	\$4,957.20
Gifts	\$600.00	\$352.14	\$247.86
Graduation Expenses		\$0.00	\$0.00
Personal Items		\$0.00	\$0.00
School Supplies	\$1,100.00	\$645.59	\$454.41
Reasonable Child Specific Travel		\$0.00	\$0.00
Total Direct Other Costs	\$13,700.00	\$8,040.53	\$5,659.47

* estimated total cost for Title IV-E related activities

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

**Budget for Title IV-E
County Child Welfare Services Contract**

Budget Narrative	
County:	Travis County CWS
Contract Number:	23940116
Budget Effective Date:	10/1/2014-9/30/2015
<p>Clearly describe each expense to be incurred and billed to this contract. Refer to Title IV-E Finance Handbook for detailed information regarding allowable expenses, documentation requirements, etc. http://www.dfps.state.tx.us/handbooks/Title_IV-E_County</p>	
A. Administration	
<u>A.1. Direct Personnel Salaries</u>	
One Account Associate is responsible for handling the Title IV-E billings.	
<u>A.2. Direct Personnel Fringe Benefits</u>	
These are the fringe benefits associated with the Account Associate position.	
<u>A.3. Direct Personnel Travel</u>	
Mileage to and from TDFPS office for Account Associate.	
<u>A.4. Direct Materials and Supplies</u>	
None.	
<u>A.5. Direct Equipment</u>	
None.	
<u>A.6. Direct Other Costs</u>	
None.	
B. Training	
<u>B.1. Title IV-E Training (75%)</u>	
None.	
<u>B.2. Title IV-E Fostering Connections Training (65%)</u>	
None.	
<u>B.3. Non-Title IV-E Training (50%)</u>	
None.	
C. Supplemental Foster Care Maintenance (SFCM)	
Expenditure estimates for clothing, gifts, and school supplies provided to Title IV-E eligible clients.	
D. Indirect Costs (if applicable)	
Travis County is applying an indirect cost rate of 70.44%.	

Risk Analysis Questionnaire

Legal Name of Contractor:	Travis County CWS	
Contract Number:	23940116	FY 2015
Please provide the person's name, title, and number to contact for questions or if additional information is needed:	Contact Name & Title: John C. Bradshaw, Contract Specialist Contact Phone Number: 512-854-4277	

Active Contracts & Payment Types

1. Do you currently have other active contracts with DFPS or any other entity either within or outside of Texas [Federal, State (ISD, University), County, or Private Business]?

Yes No

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

Fixed Price	Fixed price is a deliverables-based payment type for a contract with a firm agreed-upon price for the delivery of goods and services.
Cost Reimbursement	Payment type that reimburses contractors for actual, allowable, reasonable, and necessary expenditures incurred up to an approved amount and within the associated cost categories in the approved budget and budget narrative.
Fee For Service	Contractor is paid a standard fee per unit of service. Typically, rates are either negotiated with the individual vendor and apply only to that vendor or there is a uniform rate that is paid to all vendors providing the service. This rate-based payment type is used when an independent rate setting process does not exist for the contracted service.
Rate-Set Payments	Contractor is paid a set rate per unit of service. A rate setting process where the rate is approved by the Health and Human Services Commission (HHSC) or another agency with rate setting authority. The resulting rate is applied to the purchase of specifically defined units of service.
Blended Foster Care Rate	The blended foster care rate is the HHSC-developed rate equal to the weighted average rate across all placement types that DFPS pays under a Single Source Continuum Contract for each day of service provided to a child or youth in paid foster care.
Blended Foster Care Case Rate	The blended foster care case rate is the rate paid under a Single Source Continuum Contract for each day of service provided to each child or youth as measured against an established length of stay baseline formulated by HHSC for each defined age category or "strata" of children/youth.
Exceptional Foster Care Rate	An exceptional foster care rate applies to a limited number of situations and/or days under a Single Source Continuum Contract where a child requires extraordinary care.
Day (24 hour)	Usually for residential services. This is the rate paid to the provider for each 24-hour period that a DFPS client is in a provider's care.
Other	Any other payment type not defined above.

Contract Number	Payment Type
5382001372	Rate Based
4500000107	Rate Based
4400000918	Rate Based

Contract Number	Payment Type

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Independent Audits

2. Is your business entity required to undergo an independent audit? Yes No

If not, please explain:

3. How long has it been since your last independent audit (e.g., Annual Financial Statement audit, Compliance audit) was completed by an independent auditor, including other state/federal agencies such as the State Auditor's Office (SAO) or the Office of Inspector General (OIG)?

Within 21 Months Within 22-34 Months 35 Months or More No Audit Completed

Describe the type of audit completed, if applicable: Financial/A-133

RAI Factor #15

Related Party Transactions

4. Disclose the type of business transactions (compensated or not) that occur between your business entity and any related party.

For purposes of this question, related party refers to:

- a) A member of the Board of Directors,
- b) Stockholders with >5% Ownership,
- c) Key Employees Paid Separately for Other Responsibilities (e.g., consulting services, not direct employees),
- d) Parent/Subsidiaries, or
- e) Organizations Under Common Ownership or Control.

Transactions include business activities such as purchasing or leasing (e.g., a building, a computer, or a vehicle) and/or obtaining a service (e.g., legal services, accounting services, banking services).

Non-Compensated Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Non-Recurring Goods, Services, or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated, Recurring Goods, Services or Labor	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Goods, Services, or Labor w/ Uniform Rate Uniform, Set Rate that Applies to All Contracts for the Service	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Consulting or Management Services	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Building Leasing	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Compensated Transportation	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
For-Profit Affiliated with Non-Profit	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Owned/Operated by Same or Related Entity	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Parent/Subsidiary Relationship	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

RAI Factor #11

Subcontractors

5. Indicate the percentage of work performed by subcontractors for the contracted service (as allowable by the contract).

- No Subcontractor Involvement
- Subcontractors Account for 50% or Less of Work Performed
- Subcontractors Account for More than 50% of Work Performed

RAI Factor #9

Key Management Staff

For purposes of this question, key management staff may include individuals with titles such as: Executive Director, President, Sole Proprietor, Comptroller, Chief Financial Officer, Manager, or Program Director.

6. Has there been a change in any key management staff at your business organization within the past two years?

Yes No

If Yes, has the change been within the past 12 months? Yes No

7. Indicate whether or not key management staff have at least two years' worth of experience providing fiscal or programmatic components of the contracted service.

Fiscal components refer to the financial aspect of the contract.

Programmatic components refer to the service delivery side of the contract, such as ensuring that services are provided to clients, monitoring the quality of the service delivery, complying with the service provisions in the contract.

Executive Director, Sole Proprietor, President or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
Accounting Director, Comptroller, Chief Financial Officer, Business Manager, etc.	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs
Program Director, Program Coordinator or Equivalent	<input type="checkbox"/> Less than 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input type="checkbox"/> At least 2 years with fiscal <u>or</u> programmatic components of federal and/or state contracted programs	<input checked="" type="checkbox"/> At least 2 years with fiscal <u>and</u> programmatic components of federal and/or state contracted programs

RAI Factor #7

Direct Delivery Staff

8. Has there been a significant change in direct delivery staff at your business organization within the preceding year?

Yes No

9. Please indicate the average level of experience that direct delivery staff at your organization have in providing the contracted service.

0 - 24 months

24 - 59 months

60 or more months

RAI Factor #8

Risk Analysis Questionnaire

Internal Controls

10. Does your business organization have any outstanding liabilities or litigations?

Yes No

RAI Factor #10

CERTIFICATION

This form must be signed by an individual with documented signature authority, as designated by the business entity.

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



Signature

8/28/14
Date

Nicki Riley

Printed Name

Travis County Auditor

Title

Signature Authority Designation

All Contractors/Potential Contractors are required to fill out and submit this form.

Completion of this form designates signature authority for Contractor: Travis County

The Contractor may: (1) designate additional signature authority by including the additional signature authority's name and title; or (2) verify that the signature below is the only signature authority designated for contracting with DFPS.

Additional Signatures provided (e.g., from the contractor's governing body)

Signature used below is the signature authority for the Contractor

The Contractor understands that there is an ongoing duty to notify DFPS in writing of any change to signature authority during the term of the contract with DFPS. The Contractor verifies that the signature(s) below is a complete, true and correct representation of signature authority.

BY: Samuel T. Biscoe	_____	_____
Printed Name		Signature of Authorized Representative
Travis County Judge	_____	_____
Title of Authorized Representative		Date
Travis County	_____	23940116
Legal Name of Contractor/Potential Contractor		Contract or Procurement Number

The Designated Signature Authority as referenced above has authorized the following person(s) listed below to also approve and sign on the contract functions as indicated. Please note that *both* the printed name and signature is required for each authorized individual.

Nicki Riley	Travis County Auditor	FFATA Certifications	
Printed Name	Title	Function	
_____	_____	_____	Signature
Printed Name	Title	Function	Signature
_____	_____	_____	Signature
Printed Name	Title	Function	Signature
_____	_____	_____	Signature
Printed Name	Title	Function	Signature
_____	_____	_____	Signature

I certify that the person(s) indicated above are designated as "Authorized Official(s)" for the purpose stated and that the signatures are valid. I further understand that it is my responsibility to immediately notify the DFPS in writing of any changes to the above list.

BY: Samuel T. Biscoe, Travis County Judge	_____	_____
Printed or Typed Name & Title of Contract Signatory		Signature

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FFATA Certifications

The Federal Funding Accountability and Transparency Act (FFATA) certifications enumerated below represent material facts upon which DFPS relies when reporting information to the federal government required under federal law. If the Department later determines that the Contractor knowingly rendered an erroneous certification, DFPS may pursue all available remedies in accordance with Texas and U.S. law. Signor further agrees that it will provide immediate written notice to DFPS if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signer cannot certify all of the statements contained in this section, Signer must provide written notice to DFPS detailing which of the below statements it cannot certify and why.**

Did your organization complete the CCR registration? Yes No

Enter Your Dun & Bradstreet (D&B) DUNS Number, and its parent if applicable: 030908842

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year? Yes No N/A (if entity does not generate income)

If your answer is "Yes", skip questions "A", "B", and "C" and finish the certification. If your answer is "No" or N/A, answer questions "A" and "B".

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year? Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year? Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C". If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

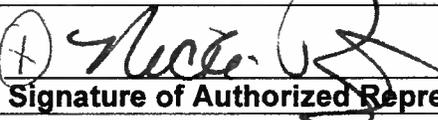
Does the public have access to information about the compensation [17 CFR 229.402(c)(2)] of the senior executives (e.g., officers, managing partners, or any other employees in management positions) in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Yes No N/A (if entity reports through some other means, state how:)

If your answer is "No" you must provide compensation information to DFPS for FFATA reporting. If N/A, you may still be required to supply compensation information pending DFPS or federal awarding agency approval.

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FFATA Certifications

As the duly authorized representative (Signatory) of the Contractor named below, I hereby certify that the responses that I have provided to the questions in this certification form are true, complete and correct to the best of my knowledge.

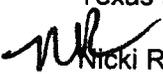
Nicki Riley	
Printed Name of Authorized Representative	Signature of Authorized Representative
Travis County Auditor	8-22-2014
Title of Authorized Representative	Date
Travis County	23940116
Legal Name of Contractor	Contract Number

TRAVIS COUNTY
AUDITOR'S OFFICE

NICKI RILEY, CPA
COUNTY AUDITOR



TRAVIS COUNTY
ADMINISTRATION
BUILDING
P.O. BOX 1748
AUSTIN, TX. 78767
(512) 854-9125
FAX: (512) 854-9164

Date: August 21, 2014
To: Charlah Love, Contract Manager
Texas Department of Family and Protective Services
From:  Nicki Riley, Travis County Auditor
RE: Contract # 23940116
Changes in Internal Control Structure Questionnaire

Ms. Love,

The section numbers listed below reflect the changes referred to on page 2 of the Internal Control Certification. Copies of those changes follow this cover memo.

- Section I.1 – change from statutory basis of accounting to GAAP
- Section I.2 and I.3; Attachment I.2 and I.3 – performance periods updated
- Section II.A.2; Attachment II.A.2 – list of State contracts updated as of September 30, 2013
- Section II.A.6 – change in authorities
- Section II.A.11 – change in authorities
- Section II.A.15 – change in authorities
- Section II.A.26; Attachment II.A.26 – change in procedure
- Section II.D.42, 43, 44 – Item 41 states that if the answer is “no”, please skip to Section II.E. Items 42, 43 and 44 were inadvertently answered “yes”. The issue has been corrected.
- Section II.F.51, 52 – audit dates changed to most recent

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

Contractor Name: Travis County (CWS)- Title IV-E Procurement Number: _____

Fiscal Year: 2013 Contract Number: 23940116

Please refer to instructions at end of this questionnaire.

SECTION I: FINANCIAL POSITION (This section should be answered about your organization as a whole.)	
1.	<p>Please indicate the accounting system in place (e.g., accrual, cash, or modified accrual).</p> <p><u>The County follows the statutory basis of accounting provided by the State in Chapter 2264, Texas Government Code, financial accounting and reporting. The county's system is set up in accordance with an accounting basis that complies with State financial laws and the State constitution and follows OMB A-87 & OMB A-133.</u></p> <p style="text-align: center; font-size: 1.2em;"><u>Travis County follows GAAP</u> ✓</p>
2.	<p>Does your organization complete yearly financial statements (e.g., Balance Sheet, Income Statement, Cash Flow)?? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Please list the name(s) of the person(s) responsible for preparing the annual financial statements:</p> <p style="margin-left: 20px;"><u>Nicki Riley, County Auditor</u> ✓</p> <p style="margin-left: 20px;">b. Please attach copy of your most current statements and mark as ATTACHMENT# I-2 ✓</p> <p><i>If no, please provide any manual or automated information maintained regarding your current financial position and mark as ATTACHMENT #I-2.</i> ✓</p>
3.	<p>Are your accounting and financial system operations audited at regular intervals by an independent auditor (Certified Public Accountant)? Note that this is not referring to compliance monitoring performed by State Contract Managers. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p><i>If yes:</i></p> <p style="margin-left: 20px;">a. Attach an original, bound audit report and management letter (if applicable) as provided by the independent auditor. Mark as ATTACHMENT #I-3. ✓</p> <p style="margin-left: 20px;">b. Please indicate the frequency with which your accounting records are audited by an independent auditor.</p> <p style="margin-left: 20px;"><u>Yearly Audit – Atchley & Associates, LLP</u> ✓</p> <p style="margin-left: 20px;">c. Please describe how Independent audit results are shared with the governing body of your organization.</p> <p style="margin-left: 20px;"><u>A copy of the audited annual financial report is distributed to each member of the governing body. The annual report is officially received into the court's record through Commissioner's Court and also published on the County Auditor's website.</u> ✓</p>

Attachment I.2

The document to support the requirement for the above referenced attachment is the Comprehensive Annual Financial Report (CAFR), Fiscal Year Ending September 30, 2013 for Travis County, Texas.

Attachment I.3

A copy of the CAFR, in PDF format, was emailed to Charlah Love of the Texas Department of Family and Protective Services on April 1, 2014.

Travis County Contracts with State Agencies
Fiscal Year Ending 9/30/2013

Attachment # II - A.2

Sum of Grant Value Grantor	Type	Contract Number	Total
OFFICE OF THE ATTORNEY GENERAL	Reimbursement	1225259	26,333
		1333285	42,000
		1335967	42,000
		OVAG #1444868	42,000
OFFICE OF THE ATTORNEY GENERAL Total			162,333
OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISIO	Reimbursement	DC-12-A10-19747-05	119,185
		DC-13-A10-16043-12	132,585
		DC-13-A10-19747-06	137,388
		DC-13-A10-20672-05	229,112
		DC-13-A10-23397-04	186,000
		DC-14-A10-20672-06	228,460
		DC-14-A10-23397-05	185,919
		SF-13-A10-26368-01	230,318
		SF-13-A10-27367-01	78,147
		SF-13-J20-25772-01	192,666
OFFICE OF THE GOVERNOR - CRIMINAL JUSTICE DIVISION Total			1,719,780
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY	Reimbursement	582-10-93249	229,104
		582-13-30092	422,266
		582-8-89964	37,000
		582-9-90416-03	2,221,790
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY Total			2,910,160
TEXAS DEPARTMENT OF MOTOR VEHICLES	Reimbursement	2014-T01-TRAVIS C-00008	641,481
		SA-T01-10069-12	649,914
		SA-T01-10069-13	641,481
TEXAS DEPARTMENT OF MOTOR VEHICLES Total			1,932,876
TEXAS DEPARTMENT OF STATE HEALTH SERVICES	Reimbursement	2012-040926	10,101
		CFS MISC-CPC FY14	63,923
TEXAS DEPARTMENT OF STATE HEALTH SERVICES Total			74,024
TEXAS DEPARTMENT OF TRANSPORTATION	Reimbursement	0914-04-255	6,000,000
TEXAS DEPARTMENT OF TRANSPORTATION Total			6,000,000
TEXAS JUVENILE JUSTICE DEPARTMENT	Advance Payment	TJJD-A-2013-227	477,799
		TJJD-C-2013-227	2,230,644
		TJJD-E-2006-227	145,895
		TJJD-E-2007-227	257,516
		TJJD-E-2009-227	20,586
		TJJD-E-2010-227	378,862
		TJJD-E-2011-227	352,707
		TJJD-E-2012-227	205,665
		TJJD-F-2013-227	376,416
		TJJD-H-2013-227	486,578
		TJJD-M-2013-227	153,725
		TJJD-O-2013-227	107,484
		TJJD-P-2013-227	75,330
		TJJD-S-2013-227	102,220
		TJJD-U-2013-227	225,000
		TJJD-V-2013-227	488,536
		TJJD-X-2013-227	137,481
		TJJD-Y-2013-227	901,639
		TJJD-Z-2013-227	558,600
TJPC-V-2009-227	272,055		
TEXAS JUVENILE JUSTICE DEPARTMENT Total			7,954,738
TEXAS PARKS AND WILDLIFE DEPARTMENT	Reimbursement	55-000005	1,000,000
TEXAS PARKS AND WILDLIFE DEPARTMENT Total			1,000,000
TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES	Reimbursement	23940116	6,182
		23380187	70,594
		23940106	148,210
Grand Total			21,968,697

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

SECTION II: INTERNAL CONTROLS

II. A. GENERAL/ACCOUNTING CONTROLS

(This section should be answered about your organization as a whole. When a question mentions "contracts," it is referring to any contract or grant you administer with funding received through DFPS or any other state or federal agency.)

1.	Has the county submitted a cost allocation plan to DFPS for review? <i>If no, please attach a description of your allocation process and mark as ATTACHMENT #II-1.</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A																														
2.	Please attach a list of all of your contracts with state agencies, including DFPS. For each contract, include: state agency name, type of service provided, contract number, dollar amount, and payment method (e.g., cost reimbursement, fee for service). Mark as ATTACHMENT #II-2.																															
3.	Does your organization maintain a separate ledger account for: a. Deposits for each source of funds?..... b. Disbursement of each source of funds?..... Please provide a copy of your chart of accounts, and a description of how your accounting system identifies contract revenues and expenditures separately, and mark as ATTACHMENT #II-3.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
4.	Are costs and expenditures under budgetary control for: a. Total contract budget? b. By budget category?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
5.	Do all purchases require approval from an authorized individual in the requesting department?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														
6.	Indicate the name and title of individual(s) authorized to:																															
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 16.6%;">SIGN CHECKS OR AUTHORIZE PAYMENTS</th> <th style="width: 16.6%;">APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small></th> <th style="width: 16.6%;">PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small></th> <th style="width: 16.6%;">RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small></th> <th style="width: 16.6%;">CONTROL INVENTORY</th> <th style="width: 16.6%;">RECEIVE CASH</th> </tr> </thead> <tbody> <tr> <td>Nicki Riley</td> <td>Vicki Skinner (delete)</td> <td>Jason Niedwiedz</td> <td>Sandy Hendrix</td> <td>Bonnie Floyd</td> <td>Rhonda Ambrose</td> </tr> <tr> <td>County Auditor</td> <td>Director of Administration (delete)</td> <td>Financial Analyst</td> <td>Financial Analyst</td> <td>Assist. Purchasing/ Commodities & Non-Prof. Services</td> <td>Senior Financial Analyst</td> </tr> <tr> <td>Dana Debeavor</td> <td>Kathleen Haas</td> <td>Mike Crawford</td> <td></td> <td></td> <td></td> </tr> <tr> <td>County Clerk</td> <td>Financial Manager</td> <td>Sr. Financial Analyst</td> <td></td> <td></td> <td></td> </tr> </tbody> </table>			SIGN CHECKS OR AUTHORIZE PAYMENTS	APPROVE PURCHASES <small>(INCLUDING ON-LINE AND CREDIT CARD)</small>	PREPARE PAYMENTS <small>(CHECKS AND ELECTRONIC FUND TRANSFERS)</small>	RECONCILE ACCOUNTS <small>(INTERNAL ACCOUNTS TO BANK RECORDS)</small>	CONTROL INVENTORY	RECEIVE CASH	Nicki Riley	Vicki Skinner (delete)	Jason Niedwiedz	Sandy Hendrix	Bonnie Floyd	Rhonda Ambrose	County Auditor	Director of Administration (delete)	Financial Analyst	Financial Analyst	Assist. Purchasing/ Commodities & Non-Prof. Services	Senior Financial Analyst	Dana Debeavor	Kathleen Haas	Mike Crawford				County Clerk	Financial Manager	Sr. Financial Analyst			
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Dana Debeavor	Kathleen Haas	Mike Crawford																														
County Clerk	Financial Manager	Sr. Financial Analyst																														
7.	Are all expenditures reconciled with your general ledger? If no, please explain.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																														

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Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

8.	How often are bank accounts reconciled to internal check registers? <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> Other (please specify) _____	
9.	Is your accounting system automated? If no, please skip to Question #17.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	Please describe how your accounting system is secured and/or protected (e.g. location, the use of passwords, access limits, checks and balances). <u>The accounting system is secured via passwords, which are changed every 90 days.</u>	
11.	<p>Please specify the name(s) and title(s) for the individuals with access to the accounting system to perform the following functions:</p> <p>Review Only: <u>All County Auditor's employees; security limits at employee levels.</u></p> <p>Record Transactions: <u>All County Auditor's employees; security limits at employee levels</u></p> <p>Update/Change: <i>See attached changes</i></p> <p><u>Disbursements: Patti Smith, Chief Assistant County Auditor; Mike Crawford, Senior Financial Analyst; Sandy Hendrix, Financial Analyst; Jason Niedzwiedz, Financial Analyst</u></p> <p><u>Financial Reporting / Journal Entries: The Financial Reporting group and Grants group have the capability to update and change journal entries. Depending on the transaction being performed, some transactions can be posted by the auditor and then reviewed (signed off) by the grants or financial reporting manger. Some transactions run by the grants group are posted automatically and then reviewed (signed off) by the grants financial manager.</u></p> <p><u>Grants: DeDe Bell, Financial Manager; Michelle Gable, Financial Analyst; Janice Cohoon, Financial Analyst; Matt Naper, Financial Analyst; Jessie Mars, Financial Analyst; Patty Lennon, Financial Analyst; Rhett Perry, Financial Analyst.</u></p> <p><u>Financial Reporting: Nicki Riley, County Auditor; Kathryn Madden, Financial Analyst; Hannah York, Financial Analyst; Sharon Martindale, Financial Analyst; Adrien Yust, Financial Analyst; James Rannefield, Financial Analyst; James Marlett, Financial Analyst; Cameran Van Noy, Financial Analyst.</u></p> <p>Delete: <u>Patti Smith, Chief Assistant County Auditor; Mike Crawford, Senior Financial Analyst; Hannah York, Senior Financial Analyst</u></p>	
12.	Please explain the process (initiation, review, approval, etc.) for making updates, changes, deletions, and year end adjustments to the accounting system. <u>Associate Auditors & Financial Analysts initiate the AP & Journal Entries. Financial Analysts review and audit, other Financial Analysts update and post those entries.</u>	
13.	Are there controls to provide reasonable assurance that transactions are not lost,	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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Travis County Child Welfare Service
Contract # 23940116

Internal Control Structure Questionnaire (ICSQ)

Section II.A.11 – changes in authorities

Review Only: All County Auditor's employees; security limits at employee levels.

Record Transactions: All County Auditor's employees; security limits at employee levels.

Update/Change:

- **Disbursements:** Patti Smith, Chief Assistant County Auditor; Mike Crawford, Senior Financial Analyst; Sandy Hendrix, Financial Analyst; Jason Niedzwiedz, Financial Analyst; Melinda Grahmann, Chief Assistance County Auditor.
- **Financial Reporting/ Journal Entries:** The Financial Reporting group and Grants group have the capability to update and change journal entries. Depending on the transaction being performed, some transactions can be posted by the auditor and then reviewed (signed off) by the grants or financial reporting manager. Some transactions run by the grants group are posted automatically and then reviewed (signed off) by the grants financial manager.
- **Grants:** DeDe Bell, Financial Manager; Michelle Gable, Financial Analyst; Janice Cohoon, Financial Analyst; Matt Naper, Financial Analyst; Jessie Mars, Financial Analyst; Patty Lennon, Financial Analyst; Rhett Perry, Financial Analyst; Cynthia Sales, Financial Analyst.
- **Financial Reporting:** Nicki Riley, County Auditor; Kathryn Madden, Financial Manager; Sabrina Bullard, Financial Analyst; Sharon Martindale, Financial Analyst; Adrien Yust, Financial Analyst; James Rannefeld, Financial Analyst; Cameron Van Noy, Financial Analyst.
- **Delete:** Patti Smith, Chief Assistant County Auditor; Mike Crawford, Senior Financial Analyst; Sabrina Bullard, Financial Analyst.

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	duplicated, or added before and/or after data entry and editing?	
14.	Are there controls to provide reasonable assurance that transactions with errors are rejected from further processing (e.g., prevented from updating the files/database)?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
15.	<p>Is the data entered into the accounting system verified?</p> <p><i>If yes, please specify whom (name and title) is/are responsible for verifying the data, and how the verification is done.</i></p> <p><u>Month End Reports, Patti Smith – Chief Assistant County Auditor, Mike Crawford – Senior Financial Analyst</u></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>See Attached Changes</i>
16.	<p>What, if any, additional internal controls and approvals are in place within the organization to ensure payments made are valid and authorized?</p> <p><u>Items are required to be received in SAP, automated accounting system, prior to processing the payments.</u></p>	
17.	<p>Are all checks pre-numbered and accounted for?</p> <p>If no, please explain.</p> <p>_____</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
18.	<p>a. Are all disbursements (excluding petty cash) made by check?</p> <p>If no, what other means does your organization use to make disbursements?</p> <p><u>EFT / Direct Deposit</u></p> <p>b. Is a check register (disbursement journal) used to record disbursements and maintain balances?</p> <p>If no, how are disbursements and balances tracked?</p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
19.	<p>Are all disbursements approved prior to payment?</p> <p>If no, please explain.</p> <p>_____</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
20.	<p>Is there any additional review or special approval required for payment transactions (check or electronic disbursement) that exceed a specific dollar amount?</p> <p><i>If yes, please specify the dollar limit(s), name(s) and title(s) of responsible staff.</i></p> <p>_____</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
21.	<p>Does your organization have a system for tracking:</p> <p>a. Voided checks?</p> <p>b. Credit card transactions?</p> <p>c. Other electronic transactions?</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

Travis County Child Welfare Service
Contract # 23940116

Internal Control Structure Questionnaire (ICSQ)

Section II.A.15 – changes in authorities

Month End Reports: Melinda Grahmann – Chief Assistant County Auditor

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

	If no, please explain. <hr/>	
22.	If a check-signing machine is used, are the facsimile signature plates safeguarded? If no, please explain. <hr/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A /
23.	Are unused checks safeguarded and in the custody of a person who does not manually sign checks, control the use of facsimile signature plates or operate the facsimile signature machine? Please indicate name and title of person who has custody of unused checks. <u>Unused checks are stored at the Auditor's Office. The custody of the key to the unused check closet is with Jason Niedzwiedz, Financial Analyst and he has one of the two facsimile signature plates. The other facsimile signature plate is with the Treasurer's office, Senior Financial Analyst -- Rhonda Ambrose.</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /
24.	Are the following practices prohibited: a. The drafting of checks to "CASH"? b. The signing of blank checks? If no, please explain. <hr/>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No / <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /
25.	Are purchase orders/requisitions controlled in such a way that they can all be accounted for (e.g., by sequential pre-numbering, by entry in a register)? If yes, please attach an explanation of your purchase orders/requisition controls and mark as ATTACHMENT #II-25.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A /
26.	Are supporting documents (e.g. service authorizations, invoices, receipts, approvals, receiving reports, canceled checks) maintained with each disbursement and clearly referenced for easy location and retrieval? If yes, please attach an explanation and mark as ATTACHMENT #II-26. The attachment should describe your process for maintaining supporting documentation, such as: <ul style="list-style-type: none"> • How supporting records are kept and filed (e.g., filed by check number, month of payment, etc.); • How documents are marked when paid to prevent duplication of claims, and • How authorizations are maintained internally. <p style="text-align: center; margin-left: 100px;"><i>procedure change - attachment changed</i></p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /
27.	Do supporting documents accompany checks for the check signer's signature?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /
28.	Are invoices marked to identify allocation of payment?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /
29.	Does your organization have procedures to identify costs and expenditures not allowable under federal and/or state regulations? If yes, please attach an explanation of your system for identifying unallowable	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No /

Attachments II-26

- All supporting documents (invoices, receipts, approvals, receiving reports, cancelled checks, etc.) are scanned and stored based on the dates scanned in the auditor's office file room. The supporting documents from prior fiscal years are stored at an offsite storage location.
- To prevent duplication of claims, Travis County employs the use of an image application called Open Text. Invoices are scanned into the application, which interfaces with the county's accounting system and attaches to the SAP invoice receipt.
- All authorizations are maintained internally in SAP and the levels of access controlled at the user level.

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

36.	Is the amount being paid to each employee based on documentation of actual hours worked?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
37.	a. Is your organization current with your payroll taxes?..... b. Does your organization pay payroll taxes directly? If no, please explain and indicate name of withholding agent. _____	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓
II. C. TRAVEL		
38.	Are travel expenditures be substantiated by travel vouchers, travel logs or other supporting documentation? If no, please explain. _____ <i>If yes, please submit a copy of your travel policy, a blank travel voucher and a blank travel log. Mark as ATTACHMENT II-38. /</i>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A ✓
II. D. EQUIPMENT		
39.	a. Please specify the level of capitalization (dollar amount) used by your organization. <u>\$5,000.00</u> b. Please provide your organization's definition of equipment: <u>Fixed & Tangible assets used for the benefit of the county for more than one year from date asset first rendered service.</u>	
40.	Does your organization conduct a physical inventory of capital equipment purchased with federal funds? If yes, how often? <u>Annually</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓
41.	Has DFPS funds been used (in whole or in part) to purchase equipment or controlled assets (e.g., computers, furniture, cameras, camcorders, laser disc (DVD) players, TVs)? Note: Contractors should review the Comptroller's State Property Accounting User Manual at https://fmx.cpa.state.tx.us/fmx/spa/classcodes/control.php for the most current listing of controlled assets. Contractors must add these items classified as controlled assets to their inventory list based on the noted acquisition costs. If no, please skip to Section II.E. Subcontractors.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
42.	Are inventory records maintained that include item description, serial number, funding source(s), acquisition cost, acquisition date and inventory number? Please attach a blank inventory form and mark as ATTACHMENT #II-42	<input type="checkbox"/> Yes <input type="checkbox"/> No

Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

43.	Are all equipment items and controlled assets tagged for the purpose of internal tracking and inventory?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
44.	Does your organization have policies regarding the documentation required for equipment that has been disposed of? If yes, please attach a copy of your equipment disposal policy and mark as ATTACHMENT #II-44.	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>II. E. SUBCONTRACTORS</p> <p>If your organization does not subcontract DFPS services, or does not intend to subcontract DFPS services, mark N/A <input checked="" type="checkbox"/> here and skip to Section II.F. Title IV-E Child Welfare Services Contract Information.</p>		
45.	Please describe how your organization selects subcontractors. _____	
46.	If your organization has state contracts for \$100,000 or more, is a good faith effort made to subcontract with Historically Underutilized Businesses (HUBs)? If no, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
47.	Does your organization maintain a written subcontract agreement with each subcontractor? If no, please explain. _____ If yes, does each subcontract agreement include: a. All parties to the contract? b. A Statement/Scope of Work? c. When services are to be performed? d. Rates of pay? e. A measurable method of payment? f. A description of contract performance requirements? g. A requirement for and description of monitoring to be conducted? h. Reference or include all terms required by contract? i. A termination clause? If no for any of the above, please explain. _____	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
48.	Does your organization have procedures to monitor that subcontracted services are being delivered and subcontractors are being paid as required by contract(s)? If yes, please attach a copy of your subcontractor monitoring procedures and mark as ATTACHMENT #II-48.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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Internal Control Structure Questionnaire (ICSQ) for Title IV-E County ≥ \$25,000

SECTION II. F: TITLE IV-E CHILD WELFARE SERVICES CONTRACT INFORMATION

This section pertains only to any County Title IV-E Child Welfare Services Contracts with DFPS and does not pertain to any Title IV-E County Legal Services Contract with DFPS. For purposes of this Section, the terms County and County Child Welfare Board are synonymous.

49.	If administrative costs will be claimed, has the county submitted an administrative budget to DFPS for review and approval?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A ✓
50.	Does the County Child Welfare Board have a process that Caseworkers must follow in order to obtain assistance from the County Child Welfare Board for a Foster Child? If yes, is the above policy a written (published) policy? If yes, please attach a description of the process or a copy of the written policy and mark as ATTACHMENT #II-50.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓ <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
51.	Has/have the county Title IV-E contract(s) been audited by county internal or external auditors? If yes, please enter date of last audit. <u>County fiscal year 2011 2013</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓
52.	Do the region and the county conduct an annual review of the county Title IV-E contracts? If yes, please enter date of last review. <u>County fiscal year 2011 2013</u> Note: An annual review of the contract is specified in the contract.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓
53.	How does the Child Welfare Board pay for supplemental child-care expenses? Please provide a description of the process used to pay supplemental child care expenses, including the name and/or position of responsible person/staff and mark as ATTACHMENT #II-53. ✓	
54.	What back-up documentation does the county maintain to support Title IV-E reimbursements? Please provide a description of the required documentation and mark as ATTACHMENT #II-54. ✓	
55.	Who maintains the documentation within the county (e.g., Child Welfare Board, County Auditor)? Provide the name of the county Department or name and/or position of responsible person/staff. <u>Travis County Health and Human Services and Veterans Service</u> <u>Travis County Auditor's Office</u> ✓	
56.	Who, within the county, signs the County Title IV-E Claims Voucher (Form 4116 - State of Texas Purchase Voucher Quarterly Billing)? Please provide the name and/or position of the responsible person/staff. <u>County Executive for Travis County Health and Human Services and Veterans Service</u> ✓	
57.	How does the county ensure the County Title IV-E Claims Voucher is reconciled with the county's general ledger? <u>All valid Purchase Orders are logged on a spreadsheet and reviewed for proper payment against the General Ledger prior to the quarterly billing.</u> ✓	
58.	Does the county have a process to ensure that all expenditures claimed are allowable?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No ✓



TRAVIS COUNTY FY 14 GRANT SUMMARY SHEET

Contract #:

SAP #:

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input checked="" type="checkbox"/>
	Contract Approval: <input type="checkbox"/>	Status Report: <input type="checkbox"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation/Residential Services	
Contact Person/Title:	Lisa Eichelberger/Business Analyst III	
Phone Number:	512-854-7054	

Grant Title:	Residential Substance Abuse Treatment (RSAT) Program		
Grant Period:	From: <input style="width: 100px;" type="text" value="Oct 1, 2014"/>	To: <input style="width: 100px;" type="text" value="Sep 30, 2015"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 122,915.00	\$ 62,841.00	\$ 0.00	\$ 0.00	\$ 185,756.00
Operating:	\$ 65,595.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 65,595.00
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:	\$ 188,510.00	\$ 62,841.00	\$ 0.00	\$ 0.00	\$ 251,351.00
FTEs:	2.00	0.90	0.00	0.00	2.90

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
1450430001	\$ 16,263.00	\$ 0.00	\$ 16,263.00	0.00	Dec 1, 2014
	\$ 0.00	\$ 0.00	\$ 0.00	0.00	

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

Performance Measures					
#	Measure	Actual FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure	Projected FY 15 Measure
Applicable Departmental Measures					
1.	Total number of RSAT participants served	121	149	127	150
2.	Total number of RSAT participants with length of stay of 180 days or more	n/a	53	19	54
3.	Total number of RSAT discharges	79	111	83	112
4.	Total number of RSAT discharges with length of stay of 180 days or more	n/a	34	11	34
5.	Percent of RSAT participants successfully discharged	91%	87%	85%	89%

		Measures for the Grant			
1.	Number successful in completing program and passing drug tests (successful discharges)	72	97	71	100
Outcome Impact Description		Determined by the number of participants entering the RSAT program and the number of offenders who have completed the program and remained drug free throughout the duration of program			
2.	Total number of treatment beds supported by non-grant funds, but enhanced with grant funded services.	98	98	102	102
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			
3.	Number of RSAT discharges entering an Aftercare Program	31	53	30	49
Outcome Impact Description		Treatment is available for youth in the Intermediate Sanctions Center on a daily basis. Upon completion of the RSAT programming, a percentage of students enter into Aftercare Programming with some level of supervision provided.			
4.	Number of RSAT discharges entering an Aftercare Program after 180 days	n/a	15	4	16
Outcome Impact Description		Treatment is available for youth in the Intermediate Sanctions Center on a daily basis. Upon completion of the RSAT programming, residents with a length of stay greater than 180 days enter into Aftercare Programming with some level of supervision provided.			
5.	Total number of treatment beds supported by grant funds and continue receiving grant support	34	34	22	22
Outcome Impact Description		The number of beds we have to service youth with mental health or substance abuse treatment who will be provided contractual treatment services paid by the grant. This will also include expanded services for cognitive behavior therapy training, vocational training, etc.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court permission to use General Fund dollars to continue funding the Travis County employees who work with the Residential Substance Abuse Treatment program in the department until a grant contract is fully executed. Commissioners Court approved the application for this grant on March 25, 2014.

The Juvenile Probation Department General Fund budget will fund these grant expenses until the grant contract is received and executed. The total amount requested is \$16,263. This funding option will last until December 1, 2014. The grant contract is expected to be received shortly and will be on the Court's agenda for approval once received by the department. Once a contract is approved, these expenses will be reclassified to the grant budget and the funds will be returned to the Juvenile Probation Department General Fund budget.

PBO recommends approval of this request.

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

Travis County Juvenile Probation Department is requesting continuation funding from the OOG Criminal Justice-Residential Substance Abuse Treatment Fund in the amount of \$188,510 to continue services provided to juveniles determined to have co-occurring mental health and substance abuse issues. The match of \$62,841 is internally funded through a portion of one counselor position.

The goal of the Residential Substance Abuse Treatment program is to provide safe, secure, effective, individualized treatment for dually-diagnosed (co-occurring) juveniles in our residential facility. The financial resources that have been secured will support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, 1 full-time RTO Senior, and contractual substance abuse provider and/or mental health services.

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

N/A; there are no long term County funding requirements.

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

A 25% match has been calculated. The positions indicated by the match will work directly with the Substance Abuse Units and/or provide Drug/Alcohol Education Groups; the .90 represents a portion of salary and benefits for one existing chemical dependency counselor.

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

There is no provision in this grant for indirect costs.

5. County Commitment to the Program Upon 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.

The program will not discontinue upon exhaustion of the grant. The Department intends to request subsequent year continuation funding through proposals submitted to the Federal and State government, as well as private foundations. Only after all other resources are exhausted will the County be given the opportunity to consider investment in the proposed program as well as other areas of the Residential Division of the Juvenile Probation Department.

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

N/A

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

It has been determined that several significant barriers interfere with successful re-integration into the community. These barriers include but are not limited to educational deficiencies, substance abuse problems compounded with mental health concerns, and/or lack of social/life skills. The ability to demonstrate success with this population is contingent upon the services, treatment, and activities available to these youth.

The Travis County FY 2012 Community Plan for the Coordination of Criminal Justice and Related Activities, section on Juvenile Justice, Priority C states that Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems. Substantive resources are required to counter the predictability of juvenile and young adult offenders becoming further entrenched in the criminal justice system.

Successful re-entry into our community is in alignment with TCJPD's mission of public safety, while effectively addressing the needs of juveniles, families, and victims of crime. We intend to reach youth at risk of remaining chemically dependent and who may have co-occurring disorders. Providing residential substance abuse services and other ancillary services will empower these youth to begin a new life as law-abiding, productive citizens.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

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

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

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

THROUGH: *Lisa Eichelberger*
Lisa Eichelberger
Business Analyst III

SUBJECT: Request Permission to Continue the Residential Substance Abuse Treatment (RSAT) Program

DATE: August 21, 2014

On March 25, 2014, Commissioners' Court approved the grant application to continue the Residential Substance Abuse Treatment (RSAT) Program grant for FY 2015. Although approval of the application by the Office of the Governor, Criminal Justice Division appears likely, the contract may not be fully executed by the grant's start date of October, 2014. Our Department is requesting approval to continue the Residential Substance Abuse Treatment (RSAT) Program until a fully executed grant to continue is approved.

Travis County Juvenile Probation Department is requesting permission to continue the existing grant through December 2014. The department is hopeful that an agreement will be executed sooner. Any expenses incurred during this period will likely be reimbursed by the grant once it is approved. The requested funding will be used to support the cost of vocational/educational curriculum and supplies, 1 full-time Counselor, and contractual substance abuse provider and/or mental health services.

Please review this item and place it on the **September 9, 2014** Commissioner's Court agenda for their consideration and signature. You may contact Lisa Eichelberger at x47054 for further information.

Thank you in advance for your attention to this request.

CC: Jennifer Kraber
Barbara Wilson
Jessie Mars
Darryl Beatty
Jim Gobin
Sylvia Mendoza
Grant File



Travis County Commissioners Court Agenda Request

Meeting Date: 9/9/14

Prepared By/Phone Number: Cynthia Jean 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 – 7.

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.



HRMD

Human Resources Management Department

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

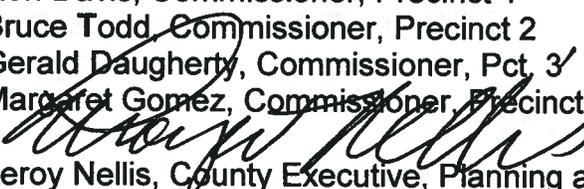
• (512) 854-9165 / FAX (512) 854-9757

September 9, 2014

ITEM # :

DATE: August 29, 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 – 7.

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)

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	08/25/2014	N/A	1000 - County Judge	N/A	1000 - County Judge	30051381 / ACC Intern / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	08/25/2014	N/A	1100 - County Commissioner 2	N/A	1100 - County Commissioner 2	30052001 / ACC Intern / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$12.00
New Hire	New Hire	08/25/2014	N/A	1500 - Medical Examiner	N/A	1500 - Medical Examiner	30003447 / ME Investigator I / 1 - Regular / 02 - Full Time Non-Exempt / GRD18 / 00 / \$52,977.00
New Hire	New Hire	09/02/2014	N/A	3100 - County Attorney	N/A	3100 - County Attorney	30000891 / Office Asst / 2 - Temporary / 06 - Hourly - No Bnf / GRD10 / 00 / \$11.87
New Hire	New Hire	09/02/2014	N/A	3100 - County Attorney	N/A	3100 - County Attorney	30052527 / Paralegal / 1 - Regular / 02 - Full Time Non- Exempt / GRD18 / 00 / \$42,382.08
New Hire	New Hire	08/25/2014	N/A	3100 - County Attorney	N/A	3100 - County Attorney	30052504 / Paralegal / 1 - Regular / 02 - Full Time Non- Exempt / GRD18 / 00 / \$42,382.08
New Hire	New Hire	09/02/2014	N/A	3200 - District Clerk	N/A	3200 - District Clerk	30001168 / Court Clerk I / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$30,238.83

2

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	08/25/2014	N/A	3500 - Sheriff	30001991 / Registered Nurse Charge N / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$57,241.60		
New Hire	New Hire	08/24/2014	N/A	3500 - Sheriff	30002822 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83		
New Hire	New Hire	08/24/2014	N/A	3500 - Sheriff	30006029 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83		
New Hire	New Hire	08/25/2014	N/A	3500 - Sheriff	30001968 / Physician Asst Nurse Prac / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$76,252.80		
New Hire	New Hire	08/20/2014	N/A	3650 - Juvenile Probation	30004373 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40		
New Hire	New Hire	08/18/2014	N/A	3650 - Juvenile Probation	30004353 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59		

3

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

			CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004290 / Office Specialist / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$29,099.20
New Hire	New Hire	08/19/2014	N/A	N/A	3650 - Juvenile Probation	30004270 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004191 / Juvenile Detention Office / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004275 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004276 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	NEW 30004246 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	09/02/2014	N/A	N/A	3650 - Juvenile Probation	30004466 / Juvenile Facilities Mgr / 1 - Regular / 01 - Full Time Exempt / GRD21 / 00 / \$62,836.80
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	NEW 30004231 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	08/25/2014	N/A	N/A	3650 - Juvenile Probation	30004404 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	NEW 30004330 / Juvenile Rsdnt Treatment / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	NEW 30004227 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non- Exempt / GRD13 / 00 / \$31,158.40

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

				CURRENT		NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004175 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83	
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004241 / Juvenile Detention Office / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,158.40	
New Hire	New Hire	08/25/2014	N/A	N/A	3650 - Juvenile Probation	30004483 / Health Services Supv / 1 - Regular / 01 - Full Time Exempt / GRD23 / 00 / \$73,390.40	
New Hire	New Hire	08/18/2014	N/A	N/A	3650 - Juvenile Probation	30004336 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59	
Re-Hire	Re-Hire	08/25/2014	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30052752 / Office Specialist / 8 - Retiree Temp / 06 - Hourly - No Bnf / GRD12 / 00 / \$13.59	
Mobility	Interdpt Change	08/25/2014	3650 - Juvenile Probation	30004491 / Licensed Vocational Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$44,417.28	3500 - Sheriff	30001982 / Registered Nurse Charge Nurse / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$58,905.60	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT		NEW		
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	08/18/2014	3100 - County Attorney	30000883 / Office Specialist Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$33,014.38	3100 - County Attorney	30000881 / Records Analyst Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$35,646.76

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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 \$1,070,652.61 for the period of August 22 to August 28, 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 \$1,070,652.61.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$1,070,652.61

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742
Jessica Rio, 854-9106

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.

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: September 9, 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 22 to August 28, 2014

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$1,070,652.61

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 \$1,070,652.61.

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 22, 2014 TO AUGUST 28, 2014**

-

- Page 1. Detailed Recommendation to Travis County Auditor for transfer of funds.**
- Page 2. Chart of Weekly Reimbursements Compared to Budget.**
- Page 3. Paid Claims Compared to Budgeted Claims.**
- Page 4. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC) (Bank of America)**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: September 9, 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 22, 2014
 TO: August 28, 2014

REIMBURSEMENT REQUESTED: \$ 1,070,652.61

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,814,986.84
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Sept 2, 2014	\$ (1,744,334.23)
SAP corr	\$ -
Misc Adj	\$ -
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,070,652.61
TRANSFER OF FUNDS REQUESTED:	\$ 1,070,652.61

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 \$430,518.19) 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.

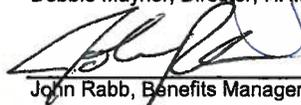
Fifteen percent (15%) of all claims under \$25,000 (\$96,625.35) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$594,549.99.

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.

 9-2-2014
 Debbie Maynor, Director, HRMD Date

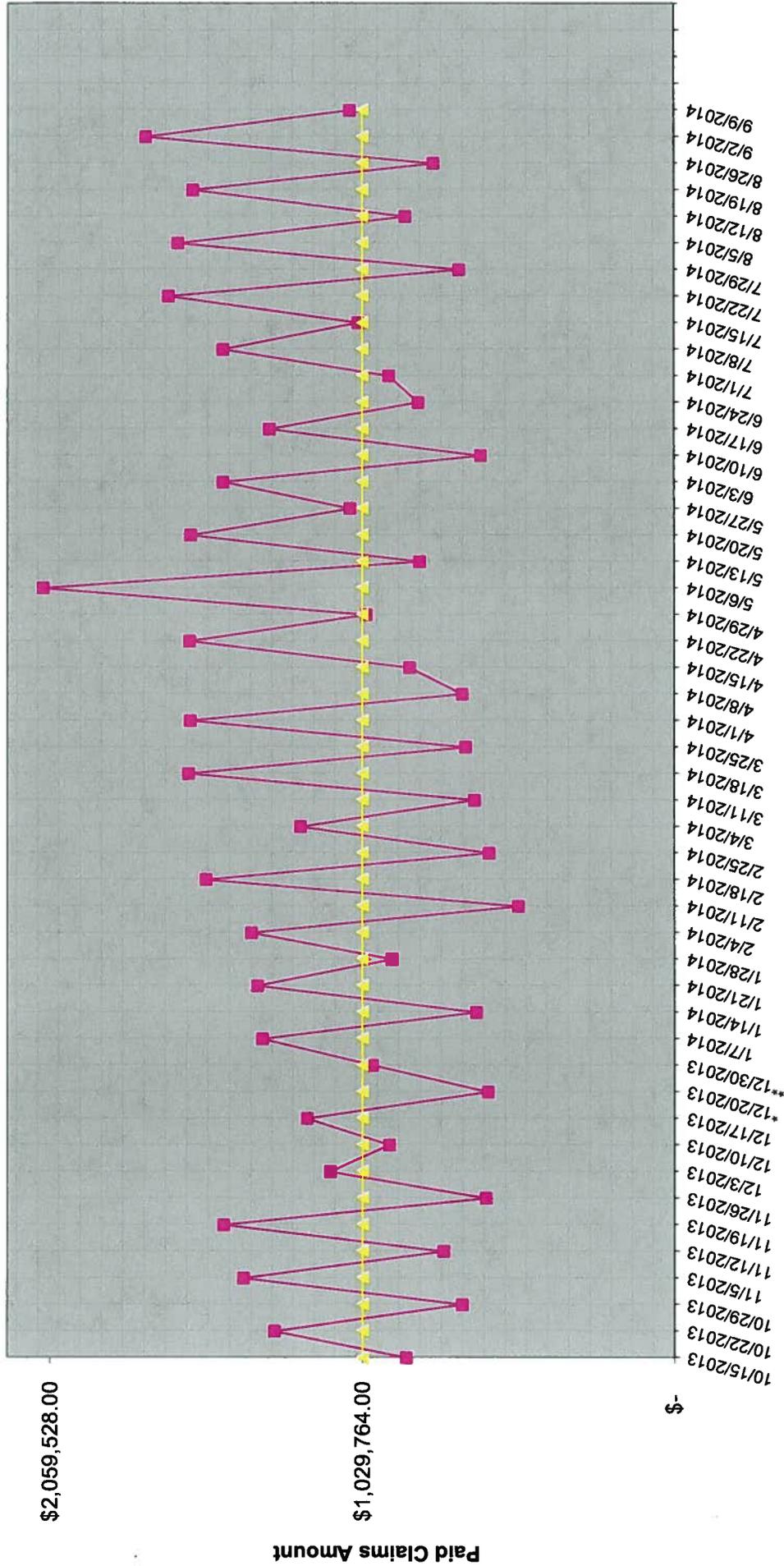
 9/2/14
 John Rabb, Benefits Manager Date

 8/29/2014
 Shannon Steele, Benefits Administrator Date

 5/27/14
 Norman McRee, Financial Analyst Date

** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52



Commissioners Court Date

Travis County Employee Benefit Plan FY14 Weekly Paid Claims VS Weekly Budgeted Amount

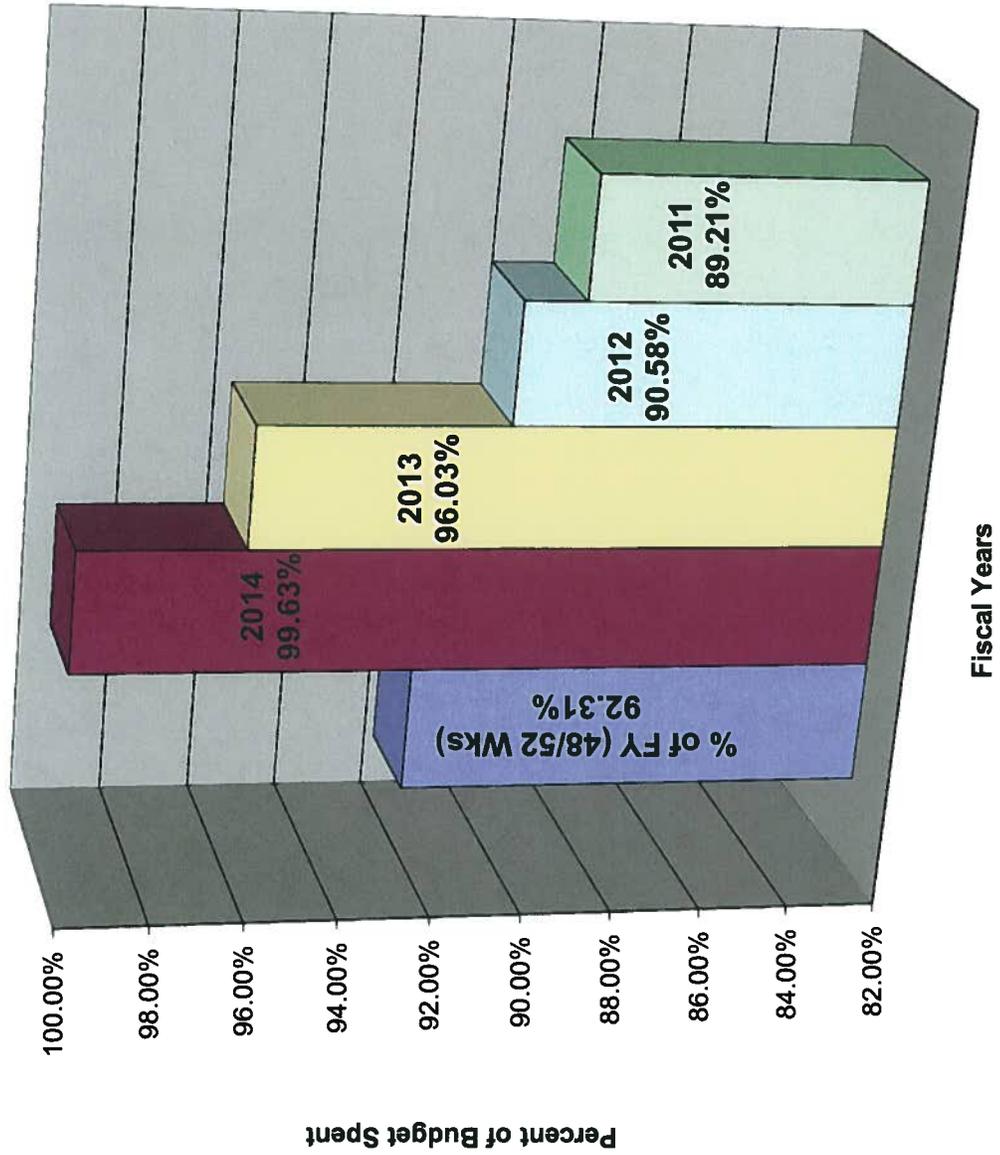
Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 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	16.22%	18.28%
10	11/29/2013	12/5/2013	12/17/2013	\$ 1,212,118.51	\$ 1,029,764.52	5	\$ 182,392.18	18.48%	20.94%
11	12/6/2013	12/12/2013	*12/20/2013	\$ 615,656.75	\$ 1,029,764.52	3	\$ 107,366.02	19.63%	23.72%
12	12/13/2013	12/19/2013	**12/30/2013	\$ 995,001.70	\$ 1,029,764.52	3	\$ 358,745.50	21.49%	26.12%
13	12/20/2013	12/26/2013	1/7/2014	\$ 1,360,704.88	\$ 1,029,764.52	3	\$ 222,051.40	24.03%	27.88%
14	12/27/2013	1/2/2014	1/14/2014	\$ 653,436.13	\$ 1,029,764.52	1	\$ 28,139.66	25.25%	28.75%
15	1/3/2014	1/9/2014	1/21/2014	\$ 1,376,963.18	\$ 1,029,764.52	4	\$ 155,466.04	27.82%	30.39%
16	1/10/2014	1/16/2014	1/28/2014	\$ 932,402.70	\$ 1,029,764.52	5	\$ 310,357.04	29.56%	31.62%
17	1/17/2014	1/23/2014	2/4/2014	\$ 1,396,783.17	\$ 1,029,764.52	2	\$ 80,497.62	32.17%	34.58%
18	1/24/2014	1/30/2014	2/11/2014	\$ 515,683.34	\$ 1,029,764.52	2	\$ 130,646.43	33.13%	35.73%
19	1/31/2014	2/6/2014	2/18/2014	\$ 1,545,248.14	\$ 1,029,764.52	4	\$ 214,487.53	36.02%	38.08%
20	2/7/2014	2/13/2014	2/25/2014	\$ 611,759.43	\$ 1,029,764.52	0	\$ -	37.16%	39.28%
21	2/14/2014	2/20/2014	3/4/2014	\$ 1,233,909.99	\$ 1,029,764.52	4	\$ 133,153.83	39.47%	42.16%
22	2/21/2014	2/27/2014	3/11/2014	\$ 660,394.37	\$ 1,029,764.52	1	\$ 32,174.24	40.70%	43.40%
23	2/28/2014	3/6/2014	3/18/2014	\$ 1,603,217.96	\$ 1,029,764.52	7	\$ 331,213.98	43.69%	45.52%
24	3/7/2014	3/13/2014	3/25/2014	\$ 688,786.64	\$ 1,029,764.52	3	\$ 141,879.50	44.98%	47.04%
25	3/14/2014	3/20/2014	4/1/2014	\$ 1,597,535.37	\$ 1,029,764.52	3	\$ 173,339.16	47.96%	49.48%
26	3/21/2014	3/27/2014	4/8/2014	\$ 700,301.00	\$ 1,029,764.52	3	\$ 92,139.61	49.27%	51.79%
27	3/28/2014	4/3/2014	4/15/2014	\$ 872,967.78	\$ 1,029,764.52	4	\$ 143,618.18	50.90%	53.36%
28	4/4/2014	4/10/2014	4/22/2014	\$ 1,599,892.53	\$ 1,029,764.52	3	\$ 152,608.89	53.89%	55.92%
29	4/11/2014	4/17/2014	4/29/2014	\$ 1,015,027.15	\$ 1,029,764.52	3	\$ 269,777.73	55.79%	57.78%
30	4/18/2014	4/24/2014	5/6/2014	\$ 2,082,333.51	\$ 1,029,764.52	9	\$ 512,959.72	59.67%	60.43%
31	4/25/2014	5/1/2014	5/13/2014	\$ 839,403.51	\$ 1,029,764.52	4	\$ 141,146.67	61.24%	62.01%
32	5/2/2014	5/8/2014	5/20/2014	\$ 1,596,258.02	\$ 1,029,764.52	5	\$ 305,545.38	64.22%	64.62%
33	5/9/2014	5/15/2014	5/27/2014	\$ 1,069,244.41	\$ 1,029,764.52	8	\$ 463,508.51	66.22%	65.78%
34	5/16/2014	5/22/2014	6/3/2014	\$ 1,489,967.60	\$ 1,029,764.52	5	\$ 289,392.05	69.00%	68.09%
35	5/23/2014	5/29/2014	6/10/2014	\$ 639,722.30	\$ 1,029,764.52	2	\$ 78,377.52	70.20%	69.49%
36	5/30/2014	6/5/2014	6/17/2014	\$ 1,337,350.68	\$ 1,029,764.52	4	\$ 132,451.05	72.69%	71.78%
37	6/6/2014	6/12/2014	6/24/2014	\$ 844,172.67	\$ 1,029,764.52	4	\$ 129,722.57	74.27%	73.31%
38	6/13/2014	6/19/2014	7/1/2014	\$ 940,920.56	\$ 1,029,764.52	4	\$ 307,321.73	76.03%	75.77%
39	6/20/2014	6/26/2014	7/8/2014	\$ 1,490,398.86	\$ 1,029,764.52	3	\$ 180,002.56	78.81%	77.64%
40	6/27/2014	7/3/2014	7/15/2014	\$ 1,043,035.09	\$ 1,029,764.52	4	\$ 267,094.15	80.76%	79.05%
41	7/4/2014	7/10/2014	7/22/2014	\$ 1,669,083.12	\$ 1,029,764.52	5	\$ 365,585.39	83.88%	81.51%
42	7/11/2014	7/17/2014	7/29/2014	\$ 710,444.24	\$ 1,029,764.52	1	\$ 32,174.24	85.20%	83.03%
43	7/18/2014	7/24/2014	8/5/2014	\$ 1,637,961.39	\$ 1,029,764.52	9	\$ 528,340.69	88.26%	85.84%
44	7/25/2014	7/31/2014	8/12/2014	\$ 887,061.71	\$ 1,029,764.52	4	\$ 242,450.68	89.92%	87.80%
45	8/1/2014	8/7/2014	8/19/2014	\$ 1,589,396.03	\$ 1,029,764.52	2	\$ 65,460.08	92.89%	90.52%
46	8/8/2014	8/14/2014	8/26/2014	\$ 794,796.46	\$ 1,029,764.52	4	\$ 143,560.49	94.37%	91.93%
47	8/15/2014	8/21/2014	9/2/2014	\$ 1,744,334.23	\$ 1,029,764.52	8	\$ 439,519.06	97.63%	94.05%
48	8/22/2014	8/28/2014	9/9/2014	\$ 1,070,652.61	\$ 1,029,764.52	4	\$ 430,518.19	99.63%	96.03%
49									
50									
51									
52									

Claims (net) & Budget to Date	\$ 53,348,521.34	\$ 49,428,696.92	stop loss \$ (594,549.99)
Gross Paid Claims over (under) Original Budget		\$ 3,919,824.42	

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 48





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Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: August 29, 2014 5:42:33 AM GMT
Subject: Secure Message from sifsfax@uhc.com

CUSTOMERS WHO NORMALLY FUND ON MONDAY WILL BE ASKED TO DO SO ON FRIDAY
ACCORDING TO THE LABOR DAY HOLIDAY ACCELERATED SYSTEM FEED SCHEDULE.

TO: NORMAN MCREE FROM: UNITEDHEALTH GROUP
FAX NUMBER: (512) 854-3128 AB5
PHONE: (512) 854-3828

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2014-08-29 REQUEST AMOUNT: \$2,814,986.84

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: 2014-08-28	\$47,527.13
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	<u>\$2,620,513.87</u>
+ CURRENT DAY NET CHARGE:	\$194,472.97
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	<u>\$2,814,986.84</u>

ACTIVITY FOR WORK DAY: 2014-08-22

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$58,541.63	\$28.14	\$58,569.77
TOTAL:	\$58,541.63	\$28.14	\$58,569.77

ACTIVITY FOR WORK DAY: 2014-08-25

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
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UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2014_08_28

CONTR_NBR	PLN_ID	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	632	0.01	QG	12511529	AH	7	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	0.01	QG	12511529	AH	7	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	0.01	QG	12511529	AH	5	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	0.01	QG	12511529	AH	1	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	0.01	QG	12511529	AH	9	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	0.01	QG	12511529	AH	1	8/25/2014	100	8/27/2014	8/28/2014
701254	632	632	(1.78)	PH	43089633	AA	3	8/20/2014	50	8/26/2014	8/28/2014
701254	632	632	(15.60)	QG	61876615	AE	6	8/20/2014	50	8/27/2014	8/28/2014
701254	632	632	(15.60)	QG	61876615	AE	6	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(32.63)	PH	67896892	AH	1	5/12/2014	50	8/26/2014	8/28/2014
709445	5972	5972	(64.58)	QG	3469910	AA	1	7/26/2014	50	8/27/2014	8/28/2014
701254	632	632	(82.00)	QG	93304506	AA	12	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(82.00)	QG	93221300	AA	12	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(110.00)	QG	93313732	AE	9	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(125.00)	QG	41043583	AH	1	8/27/2014	50	8/29/2014	8/28/2014
701254	632	632	(129.24)	QG	92414233	AA	1	5/30/2013	50	8/27/2014	8/28/2014
701254	632	632	(134.01)	QG	4218579	AH	1	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(147.00)	QG	11934212	AH	9	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(148.00)	QG	22344923	AA	1	6/6/2014	50	8/26/2014	8/28/2014
701254	632	632	(229.41)	QG	12399096	AH	9	8/20/2014	50	8/26/2014	8/28/2014
701254	632	632	(406.12)	QG	22169262	AA	1	8/21/2014	50	8/27/2014	8/28/2014
701254	632	632	(954.00)	QG	11934212	AH	9	8/21/2014	50	8/27/2014	8/28/2014

1,070,652.61

Travis County Employee Health Benefits Fund

UHC Payments Deemed Not Reimbursable

For the payment week ending: 8/28/2014

CONTR_#	TRANS_AMT	SRS	CHK_#	GRP	CLAIM ACCT #	ISS_DATE	TRANS CODE	TRANS_DATE
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Total: \$0.00

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 8/28/2014

Type	EE/RR	Cost Center	G/L Account	Transaction Amount	
CEPO	EE	1110068956	516010	\$	176,139.81
	RR	1110068956	516110	\$	10,706.29
				\$	-
			Total CEPO	\$	186,846.10
EPO	EE	1110068956	516030	\$	389,185.66
	RR	1110068956	516130	\$	8,494.06
			Total EPO	\$	397,679.72
PPO	EE	1110068956	516020	\$	441,343.57
	RR	1110068956	516120	\$	44,783.22
			Total PPO	\$	486,126.79
			Grand Total	\$	1,070,652.61



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, County Executive,
Planning and Budget *A LO for Leroy Nellis.*

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST FROM THE DISTRICT JUDGES FOR FLEXIBILITY TO SET THE COUNTY AUDITOR'S ANNUAL SALARY UNDER LOCAL GOVERNMENT CODE SECTION 152.032 TO THE FY 2014 SALARY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Texas law states that when the County Auditor's salary will exceed the benchmark salary as defined in Texas Local Government Code Section 152.032, the District Judges may only set the County Auditor's salary for the next fiscal year above that benchmark if the compensation and allowances are approved by the Commissioners Court. The District Judges would like the flexibility to continue to pay the County Auditor at the same salary as she has been paid in FY 2014.

STAFF RECOMMENDATIONS: PBO recommends approval.

ISSUES AND OPPORTUNITIES: This request has been handled in budget mark-up for many years. However, PBO believes it is more suited to grant this flexibility during a regular meeting of the Commissioners Court.

FISCAL IMPACT AND SOURCE OF FUNDING: Funding is included in the FY 2015 budget.

REQUIRED AUTHORIZATIONS:

Leroy Nellis – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

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.

CAUSE NUMBER D-1-GN-61-121012
District Judges Order to Approve
The County Auditor's Budget
For Fiscal Year 2015

Filed in The District Court
of Travis County, Texas

AUG 28 2014

At 12:37 P.M.
Amalia Rodriguez-Mendoza, Clerk

On August 20, 2014, the District Judges of Travis County, Texas, (*hereinafter referred to as District Judges*) held a public hearing in accordance with Texas Local Government Code §152.905 to consider comments made by the citizens of Travis County and other interested parties concerning the amount of annual compensation of the County Auditor and Assistant Auditors. Notice of the time, place and subject of the hearing on August 20, 2014, was published in the Austin Chronicle, a newspaper of general circulation in Travis County on July 25, 2014.

Having received the application of the County Auditor for the appointment of various assistants and for the setting of compensation, and on majority vote of the District Judges of Travis County, the following Order is hereby entered pursuant to Texas Local Government Code §152.031, §152.032, §152.034, §152.905, §84.021, and §84.901:

BUDGET

1. A budget of \$10,908,709 is approved for Fiscal Year 2015 for expenditures described in this Order and the attached Exhibits A, A-1, A-2, B and C as submitted by the County Auditor. The approved \$10,908,709 is the County Auditor's Target Budget (*hereinafter Budget*), which amount is included in the Commissioners' Court Preliminary County Budget.
2. The amount budgeted in FY 2015 for expenses of the County Auditor's Office (or the salary of an assistant auditor) shall not exceed five (5) percent of the previous year's budgeted amount without prior approval of the district judges and approval of the commissioners.
3. This Order excludes capital project fund expenditures that are in the County Auditor's budget as these expenditures could be debt financed and must be spent consistent with the applicable debt covenant.

MANAGEMENT DIRECTIVES

4. The County Auditor shall provide by July 15 of each year a copy of the anticipated budget for the next fiscal year as well as a detailed report on budgeted expenditures for the prior fiscal year and year-to-date expenditures for the current fiscal year. The County Auditor shall also submit a list of the various Assistants employed by the Auditor and the name, duties, qualifications, and experience of each Assistant Auditor and the salary paid to each Assistant Auditor (Exhibit D).
5. There shall be no expenditures for Legislative Services from the County Auditor's budget in Fiscal Year 2015.
6. The County Auditor shall provide by July 15 of each year a list of positions that have been vacant in the last 365 days (similar to the 180 vacancy report submitted to Commissioners' Court by the Planning and Budget Office each year listing positions that have been vacant for more than 180 days).
7. Budget transfers between personnel line items and other personnel line items; or between operating line items and other operating line items; or between operating line items and non-CAR capital (non-Capital Acquisition Resources) line items; or between CAR (Capital Acquisition Resources) line items by the Travis County Auditor's Office must conform to

**CAUSE NUMBER D-1-GN-61-121012
District Judges Order to Approve
The County Auditor's Budget
For Fiscal Year 2015**

the Travis County Budget Rules adopted by Commissioners' Court for Fiscal Year 2015 (FY15 Budget Rules). Budget transfers within the personnel and operating category must conform to the FY15 Budget Rules. Budget transfers between personnel line items and operating/capital line items by the County Auditor will be permitted if approved by the District Judges. Capital Acquisition Resources (CAR) must be used for one-time expenditures for capital items per the FY15 Budget Rules. The Executive Manager of the Planning and Budget Office (PBO) will be advised of the protocol for budget transfers for the County Auditor's Office.

8. At year-end, pre-encumbrances, encumbrances, and related budget rollovers for the County Auditor's Office will be treated consistent with Travis County financial policy.
9. The use of temporary salary savings by the County Auditor must conform to the FY15 Budget Rules. As an exception, the County Auditor is allowed to transfer budget from a personnel line item to the advertisement operating line item in order to pay for job vacancy advertisements. Any other exceptions to the use of temporary salary savings per the FY15 Budget Rules must receive approval from the District Judges.
10. Salary increases authorized in this Order not otherwise funded by Commissioners' Court will come from the salary reserve. When salary increases cumulatively reach the limit of the salary reserve, the District Judges will call a public meeting pursuant to the Texas Local Government Code §152.905 for the purpose of acting upon any additional salary changes. The Auditor's Budget includes a salary reserve in the amount of \$215,531 as listed in the attached Exhibit A-1.
11. Beginning with FY 2015, the Auditor's Office budget will include negative salary savings of \$125,000 (excluding benefits), leaving a net salary reserve of \$90,531.
12. Time is of the essence in managing the daily operations and resources of the Auditor's Office. For transfers, exceptions, or other actions that require Judges' approval, the District Judges will provide the County Auditor written approval or denial within three (3) business days of the date of the request to enable the County Auditor to continue to perform statutory responsibilities.

AUDITOR COMPENSATION

13. The annual salary of the County Auditor shall be set at the current salary of \$175,898.25 plus any additional compensation that the Travis County Commissioners' Court grants to the county workforce for Fiscal Year 2015. The County Auditor is hereby authorized to receive the same percentage increase at the time specified by Commissioners' Court for the award.
14. Since the County Auditor's salary exceeds the benchmark salary as defined in Texas Local Government Code §152.032(e), the following budget motion is approved by the District Judges to be placed on the Commissioners Court agenda for consideration by Commissioners' Court: "Consider and take appropriate action on request from the District Judges for flexibility to increase the County Auditor's annual salary under LGC section 152.032 as long as the total annual budget approved by the District Judges plus the compensation related increases allocated to the County Auditor's Office and approved by Commissioners' Court is not exceeded."

**CAUSE NUMBER D-1-GN-61-121012
District Judges Order to Approve
The County Auditor's Budget
For Fiscal Year 2015**

15. The salary of the County Auditor is to be paid from Travis County funds.
16. In addition to the salary and as part of the official compensation, the County Auditor is allowed such retirement benefits, longevity, group hospitalization and life insurance and accidental death and dismemberment insurance, workmen's compensation, and other benefits and allowances at the expense of Travis County as authorized by law.

ASSISTANT AUDITOR COMPENSATION

17. The salaries of the Assistant County Auditors are to be paid from Travis County funds, as set out in the list attached to this Budget Order as Exhibit A-1. Base salary changes for Assistant Auditors authorized in this Order are subject to the Auditor's Career Ladder in accordance with Exhibit A.
18. The County Auditor will determine appropriate placement of Assistant Auditors on the Career Ladder consistent with Exhibit A and, when Commissioners' Court requires County offices to fund career ladder increases internally, in accordance with Section 12.
19. Salary supplements and single earned payments not otherwise authorized in this order must have the approval of the District Judges.
20. Payment or reimbursement for moving expenses and/or interviewing expenses for new employees will be permitted if approved by the District Judges.
21. No overtime payments may be paid to exempt employees. The payment of overtime in the County Auditor's Office for non-exempt employees must conform to the FY15 Budget Rules relating to overtime and will comply with federal law.
22. To the extent that the Travis County Commissioners Court grants additional compensation to the County workforce for FY 2015, the Assistant Auditors are hereby authorized to receive the same percentage increase or other intended amounts under conditions authorized by Commissioners' Court for the award, contingent on each Assistant Auditor's performance evaluation at least meeting expectations.
23. Any additional compensation given to individual Assistant Auditors in the FY 2015 Budget includes any compensation amount granted by the Commissioners Court to the County workforce. The additional compensation over and above the amount granted by the Commissioners Court will be funded with permanent salary savings from the Auditor's Office Budget.
24. In addition to the salary herein approved and as a part of their official compensation, the Assistant Auditors are allowed such retirement benefits, longevity, group hospitalization, life insurance, accidental death and dismemberment insurance, workmen's compensation, and other benefits and allowances at the expense of Travis County as authorized by law.

**CAUSE NUMBER D-1-GN-61-121012
District Judges Order to Approve
The County Auditor's Budget
For Fiscal Year 2015**

ASSISTANT AUDITOR STAFFING

25. The number of approved Assistant County Auditor positions is eighty-seven (87), which includes one Office Specialist position that was converted from a temporary to permanent position. This position was approved by the District Judges and is recommended for approval by PBO to the Commissioners Court in the FY 2015 budget. The persons appointed as Assistant County Auditors are listed on Exhibit A-1 according to slot and title.
26. Because it is necessary for the audit work in the office of the County Auditor to be performed as it is received from the various offices/departments, and because employment decisions need to be made when suitable persons are available and needs arise, the County Auditor has the following authority:
 - (a) to continue the employment of the appointed Assistants listed in Exhibit A-1, to discharge any of said persons if the occasion warrants, and to accept resignations;
 - (b) to rearrange the personnel when necessary in accordance with the changing conditions in the office and in the work to be performed and to change titles, if justified;
 - (c) to make promotions, demotions, Career Ladder placements, and other adjustments to Assistants' salaries including merit and performance based raises and market adjustments, taking into consideration increased or decreased responsibilities, added experience or education, volume of work handled, length of service or other relevant factors;
 - (d) to fill all vacant authorized positions listed in Exhibit A-2 as needed. The County Auditor is authorized to increase or decrease the salaries offered for vacant authorized positions and make appropriate Career Ladder placements upon hiring;
 - (e) to exercise the authority in (c) and (d) only in accordance with Section 10.
27. Prior to requesting new positions (permanent employees), the County Auditor should first attempt to use existing vacant positions. If using current vacant positions is not feasible, the County Auditor may request new positions from Commissioners' Court but must first notify and provide the justification for the proposed staffing increases to the District Judges for their review and comments.
28. The County Auditor is further authorized to fill positions with personnel employed by temporary employment firms or search firms and to make payments directly to the firm to obtain help to continue the execution of work at necessary levels when suitable extra personnel cannot otherwise be obtained. This authorization is to be used only when necessary to prevent undue delay in completion of work.

Be It Further Ordered that this Order, be recorded, transcribed, and maintained as a public record, that the District Clerk shall record this action in the minutes and certify this Order to the Commissioners' Court and that the Commissioners' Court shall cause it to be recorded in their minutes in accordance with Texas Local Government Code §152.031.

CAUSE NUMBER D-1-GN-61-121012
District Judges Order to Approve
The County Auditor's Budget
For Fiscal Year 2015

This order shall remain in effect unless altered or amended by a vote of the District Judges or by the law. Duly put before the District Judges and carried that the County Auditor's Budget for fiscal year 2015, as detailed in attached Exhibits A, A-1, A-2, B and C, is hereby approved by the Travis County District Judges.

Adopted on the 20th day of August, 2014.



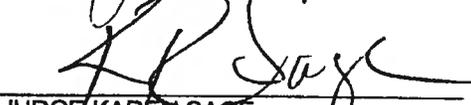
JUDGE SCOTT H. JENKINS
53rd Judicial District Court



JUDGE LORA J. LIVINGSTON
261st Judicial District Court



JUDGE RHONDA HURLEY
98th Judicial District Court



JUDGE KAREN SAGE
299th Judicial District Court

JUDGE DARLENE BYRNE
126th Judicial District Court



JUDGE DAVID CRAIN
331st Judicial District Court

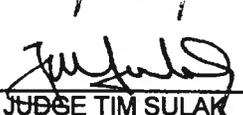
JUDGE CLIFF BROWN
147th Judicial District Court



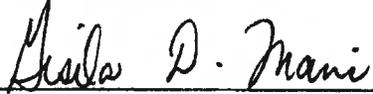
JUDGE STEPHEN YELENOSKY
345th Judicial District Court



JUDGE DAVID WAHLBERG
167th Judicial District Court



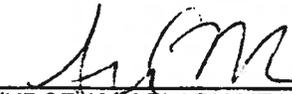
JUDGE TIM SULAK
353rd Judicial District Court



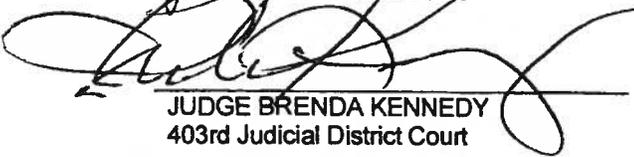
JUDGE GISELA D. TRIANA
200th Judicial District Court



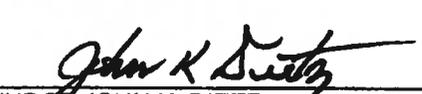
JUDGE JULIE KOCUREK
390th Judicial District Court



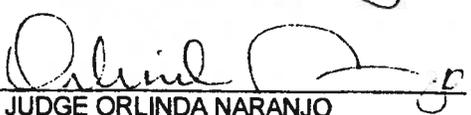
JUDGE AMY CLARK MEACHUM
201st Judicial District Court



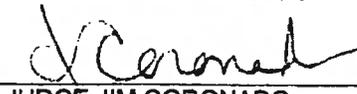
JUDGE BRENDA KENNEDY
403rd Judicial District Court



JUDGE JOHN K. DIETZ
250th Judicial District Court



JUDGE ORLINDA NARANJO
419th Judicial District Court



JUDGE JIM CORONADO
427th Judicial District Court



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger A. Elkhoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action regarding the proposed language in Travis County Professional Service Agreements including for Facilities Management Department projects.

BACKGROUND/SUMMARY OF REQUEST:

The Purchasing Office wants to change the language under paragraph 1.1 of the Professional Service Agreement (PSA) that has been used in the past for Facilities Management Department (FMD) projects. FMD has been in consultation with County Executives, the County Attorney's office and the Purchasing Office regarding these changes that the Purchasing Agent wants to the standard language included in standard PSAs for FMD projects.

The standard language for paragraph 1.1 of the PSA that has been used in the past for FMD managed projects including recently for the design of the Ronald Earle Building is:

- A. "The Director of the Travis County Facilities Management Department, (the "Director") shall act on behalf of the County with respect to any and all services to be performed under this Agreement. The Director shall have complete authority to interpret and define the County's policies and decision with respect to the Consultant's services. The Director has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this agreement (the "County Project Manager". The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement."

The Purchasing Agent wanted the following language for paragraph 1.1:

- B. "The Travis County Purchasing Agent has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the Director of the Travis County Facilities Management Department (the "Director"), has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement."

After discussion between the parties, the following language has been reworded but not approved by all parties:

- C. "Travis County has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the Director of Facilities Management Department (the "Director"), has the authority to interpret and define the County's policies with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project manager in the performance of services under this Agreement."

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court approve the previously used and accepted language for paragraph 1.1 as included at paragraph A. above.

ISSUES AND OPPORTUNITIES:

This language issue needs to be resolved to clarify County roles and responsibilities for Facilities Management projects under Professional Services Agreements.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office, 854-9642



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Deborah Lauder milk/(512) 854-9779

Elected/Appointed Official/Dept. Head: Leroy Nellis

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Leroy Nellis", written over the printed name.

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Order affirming Chapter 23 (Investment Policy and Procedures) of the Travis County Code.

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:

None

REQUIRED AUTHORIZATIONS:

Leroy Nellis, County Executive, Planning and Budget Office (854-8679)

Barbara Wilson, County Attorney's Office (854-9567)

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



CASH/INVESTMENT MANAGEMENT DEPARTMENT TRAVIS COUNTY, TEXAS

Planning & Budget Office
700 Lavaca, Suite 1560
P.O. Box 1748
Austin, Texas 78767

Phone: (512) 854-9779
Fax: (512) 854-4210
Email: deborah.laudermilk@co.travis.tx.us

DATE: August 29, 2014

TO: Samuel T. Biscoe, Travis County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

FROM: Deborah A. Laudermilk, Investment Manager
Reagan Grimes, Assistant Investment Manager

RE: Review and Approval of Chapter 23, Investment Policy and Procedures

A handwritten signature in blue ink, likely belonging to Deborah A. Laudermilk, positioned to the right of the "FROM:" field.

In conjunction with our annual review of the Travis County Investment Policy and Procedures, Cash/Investment Management (CIM) recommends no changes to the Travis County Investment Policy. During the last legislative session, there were no changes made to chapter 2256 of the Texas Government Code, also known as the Public Funds Investment Act, the basis for the County's investment policy.

The annual Investment Advisory Committee meeting was held August 25, 2014 and the committee agreed unanimously that there are no changes needed to the current Travis County Investment Policy and Procedures. Therefore, Cash/Investment Management is submitting the same policy from last year for the Travis County Commissioners' Court to affirm as the Investment Policy and Procedures for Fiscal 2015.

Cash/Investment Management recommends the Court approve the order affirming Chapter 23, Travis County Policy, Procedures, and Regulations Manual in the foregoing manner.

Attachment A, Chapter 23. Investment Policy and Procedures
Attachment B, Government Code Chapter 2256, Public Funds Investment Act
Attachment C. Order Affirming The Travis County Code Chapter 23

cc: Investment Advisory Committee

Leroy Nellis, Interim County Executive, Budget and Planning
Nicki Riley, County Auditor
Dolores Ortega-Carter, County Treasurer
Barbara Wilson, Assistant County Attorney
Rhonda Ambrose, County Treasurer's Office
Sabrina Bullard, County Auditor's Office

Attachment A

Chapter 23. Investment Policy and Procedures¹

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¹ Chapter 23 was replaced by Travis County Commissioners Court on (9/24/2013), Item #(28)

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Subchapter A. Investment Authority and Scope of Policy

23.001 Legal Authority to Invest

TEX. LOC. GOV'T CODE ANN., § 116.112(a) (Vernon 1994) authorizes the Commissioners Court to invest county funds in compliance with TEX. GOV'T CODE ANN., ch. 2256.

23.002 Delegation of Investment Authority

- (a) Commissioners Court delegates the authority to select investment instruments in which county funds may be placed and to prepare any documentation necessary to evidence the investment of county funds to the Investment Manager, Assistant Investment Manager, and Senior Financial Analyst. Occasionally, the Commissioners Court may designate in writing other Travis County personnel authorized to invest county funds as back-ups. The Commissioners Court approves or ratifies the investments, and the Commissioners Court retains ultimate responsibility as fiduciaries of the assets of Travis County. The Investment Manager, Assistant Investment Manager, and Senior Financial Analyst advise the Treasurer of the investment instruments purchased and the Treasurer wires the funds. No other person may invest, withdraw, transfer or manage Travis County funds without the express written authority of the Commissioners Court. Authority granted under this section is effective until rescinded by Commissioners Court or until termination of employment by Travis County of persons in the designated positions.
- (b) These designated Cash/Investment Officers must perform their duties in compliance with Chapter 23 and Chapter 32, subchapter (a) Travis County Code and the Tex. Gov't Code Ann. ch 2256, known as the Texas Public Funds Investment Act. When these Cash/Investment Officers act in good faith and in compliance with these chapters, they have no personal liability for their actions.
- (c) Officers and employees of any regional planning commission created under LOC. GOV'T. CODE ANN. ch. 391 are not eligible to be designated any authority under this section.

23.003 County Investment Portfolio Structure

The county funds of Travis County that are entrusted to the Commissioners Court for investment are divided into the following portfolios based on the source of funds:

- (1) The operating account portfolio means funds from the general fund account, the risk management fund account, the employee benefit fund

account, the general county reserve account, and all other Travis County funds except capital projects, and debt service.

- (2) The pooled bond funds portfolio means bond funds from all capital projects except road district funds.
- (3) The debt service portfolio means all interest and sinking funds.

23.004 Applicability of Policy

This policy governs the investment of the operating account portfolio, the pooled bond funds portfolio, and the debt service portfolio. The pooled bond funds portfolio is managed in compliance with its governing ordinances and federal laws, including the Tax Reform Act of 1986, as amended, in addition to compliance with this policy.

In this policy, the words “bond proceeds”, “book value”, “funds”, “investing entity”, “entity”, “investment pool”, “local government”, “market value”, “separately invested asset”, “qualified representative”, and “state agency” are used as defined in the TEX. GOV’T CODE ANN. § 2256.002.

23.005 Prudence and Ethical Standards

These standards apply to Cash/Investment Officers and anyone acting on their behalf.

(a) Prudence

- (1) Cash/Investment Officers serve as fiduciaries of Travis County and are responsible for prudently investing its assets. The Investment Officers shall comply with the provisions of this section, the Public Funds Investment Act, and all other applicable laws.
- (2) Travis County uses the “prudent investor rule” when administering the duties of an investment officer within the applicable legal and policy constraints. The prudent investor rule is restated as follows: The Cash/Investment Officers shall invest and manage Travis County assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the portfolio. In satisfying this standard, the Investment Officers shall exercise professional care, skill, and judgment. Among circumstances that an Investment Officer shall consider in investing and managing Travis County assets are the following:
 - (A) general economic conditions,
 - (B) the yield curve,
 - (C) the role that each investment plays within the overall portfolio, and,
 - (D) the risk/reward relationship of investments considered.

- (3) In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made as follows:
 - (A) the Investment Officer's investment and portfolio management decisions must be evaluated not in isolation of an individual purchase or sale but in the context of the Travis County portfolio as a whole and as a part of an overall investment strategy having risk and return objectives reasonably suited to the portfolio; and
 - (B) whether the investment decision was consistent with chapter 23 of the Travis County Code.
 - (4) Cash/Investment Officers must be honest in the exercise of their duties and must not take actions that will discredit Travis County.
 - (5) Travis County Investment Officers must comply with the Travis County Ethics Policy.
- (b) Avoidance of Conflicts of Interest
- (1) Investment Officers shall be loyal to the interests of Travis County, the Travis County Commissioners Court, and to Travis County residents, to the extent that such loyalty is not in conflict with other duties or legal requirements. Officers shall avoid personal, employment, or business relationships that create conflicts of interest. Should they become aware of any conflict of interest, they have an affirmative duty to disclose and remedy the conflict promptly.
 - (2) A conflict of interest exists whenever Investment Officers have personal or private commercial or business relationships that could reasonably be expected to diminish their independence of judgment in the performance of their duties.
 - (3) Serving on the Board of a Local Government Investment Pool shall not be prohibited. However, the Board member should not be allowed to invest funds in that Pool without additional approval from another authorized signer, who does not serve on the board of the proposed investment pool and is not a subordinate of the board member.
- (c) Acceptance of Gifts
- (1) Cash/Investment Officers may not personally accept gifts or entertainment from vendors or consultants doing or seeking to do investment or banking related business with Travis County, except as noted below:
 - (2) Gifts, which may be accepted under these guidelines, should not exceed \$50.00 per person, per vendor, in a given fiscal year. If gifts over \$50.00 are provided, they must be returned, donated to a charitable cause, or shared with other County employees. However,

entertainment, food, or goods provided to all persons attending a conference or a continuing education activity and goods or services provided during meetings to conduct business and manage a contract generally do not violate this prohibition.

- (3) Disclosure shall be made to the Executive Manager of Planning and Budget of the acceptance of all gifts, entertainment, food, goods, or services no later than 30 days following the calendar quarter in which received.

23.006 Quality and Capability of Investment Management

Subject to availability of funds, Travis County shall provide periodic training in investments for the Investment Manager, Assistant Investment Manager, and Senior Financial Analyst through courses and seminars offered by professional organizations and associations, in order to insure the quality and capability of the County's investment officers.

23.007 Disclosure of Personal Business

- (a) Any investment officer of Travis County who has a personal business relationship, as described in Texas Government Code § 2256.005(i), with any qualified representative offering to engage in an investment transaction with Travis County, shall file a statement disclosing that personal business interest with the Texas Ethics Commission and the Commissioners Court (see Subchapter L, Forms).
- (b) Any investment officer of Travis County who is related within the second degree by affinity or consanguinity, as determined under TEX. GOV'T CODE ANN., ch. 573, to an individual seeking to engage in an investment transaction with Travis County shall file a statement disclosing that relationship with the Texas Ethics Commission and the Commissioners Court (see subchapter L, Forms).

Subchapter B. Investment Objectives

23.008 Safety of Principal

The primary investment objective of Travis County is to ensure the safety of principal in all portfolios. (See Subchapter D, Safety of Principal.)

23.009 Maintenance of Adequate Liquidity

The secondary investment objective of Travis County for all portfolios is to provide the liquidity necessary to pay obligations as they become due. (See Subchapter E, Liquidity.)

23.010 Return on Investments

Travis County must invest its portfolios in eligible investments that yield the highest possible rate of return while providing the necessary protection of the principal. Travis County seeks to optimize return on investments in all portfolios. The average minimum rate of return for the entire portfolio, excluding funds needed for current obligations, must be at least equal to the Federal Reserve constant maturity treasury rate with a comparable maturity. The only exception to the average minimum rate of return is that the portfolios, during a period of rapidly rising interest rates, will not be able to meet or exceed the rate of return indicator. If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation.

Travis County may only invest in a particular eligible investment if its yields are equal to or greater than the Treasury Convention or Street Convention yield provided by the Bloomberg Financial Information System or the Interactive Data Corporation yield on United States Treasury obligations of comparable maturity. The Investment Manager and the Investment Advisory Committee may establish additional appropriate criteria for investment performance measures.

23.011 Additional Objectives for Pooled Bond Funds Portfolio

The major objectives for the pooled bond funds portfolio governed by Federal arbitrage regulations are to maximize permitted market yield and to minimize investment costs.

Subchapter C. Investment Strategies

23.012 Operating Account Portfolio

The primary objective of the investment strategy for the operating account portfolio is to create a diversified structure (see 23.024 through 23.027) which will experience minimal volatility during economic cycles, thus providing for preservation and safety of principal.

The secondary objective is to assure that anticipated cash expenditures are matched with adequate liquidity.

The tertiary objective is to ensure that the portfolio is invested in eligible securities that yield the highest possible rate of return while providing the necessary protection of principal. The suitable securities to accomplish these objectives are high quality, marketable, short-to-medium term securities that complement each other in a laddered maturity structure. All eligible securities described by chapter 23, Travis County Code, are suitable for this fund. The dollar weighted average maturity of two and one-half years or less will be calculated using the stated final maturity dates of each security.

23.013 Debt Service Portfolio

The primary, secondary, and tertiary objectives of the investment strategy for the debt service portfolio are the same as the operating account portfolio. The suitable securities to accomplish these objectives are high quality, marketable, short-term securities that mature on or before the debt service payment dates. The securities suitable for this fund are described in 23.017(1).

23.014 Pooled Bond Funds Portfolio

The primary, secondary, and tertiary objectives of the investment strategy for the pooled bond funds portfolio are the same as the operating account portfolio. The suitable securities to accomplish these objectives are high quality, marketable, short-to-medium term securities that match forecasted project expenditures to investment maturities. In addition, a three month historical cash expenditure balance is maintained in highly liquid securities to cover unexpected project outlays. All eligible securities described by chapter 23, Travis County Code, are suitable for this fund.

Subchapter D. Safety of Principal

23.015 Protection of Principal

Travis County seeks to control the risk of loss due to the failure of a security issuer or grantor. To control that risk, Travis County purchases only eligible investments, requires prior approval of qualified representatives/business organizations with which it transacts business, diversifies investments in all portfolios based on maturity and type, monitors the market price of investments by way of independent sources such as market telecommunication services and financial publications, when possible, or through an approved Broker/Dealer other than the one that sold Travis County the security, and collateralizes deposits. The quarterly report will identify the method and source used to monitor the market price of investments. The quarterly report will also indicate whether the method and source changed from the previous quarterly report.

The ratings of all investments held by Travis County are monitored on a regular basis to ensure that the investments remain eligible. If an investment is downgraded to a level lower than the minimum rating required by Chapter 23, the investment officers take prudent action as described in 23.018 (b).

In addition, Travis County must execute the purchase of individual eligible investments only on the "delivery versus payment" (DVP) method with the exception of investment pools and money market mutual funds to ensure that county funds are not released until Travis County has received the securities purchased.

Investment securities must be held in Travis County's name by a third party custodian, as evidenced by safekeeping receipts from the institution with which the securities are deposited.

All investments made by Travis County must comply with all federal, state, and local statutes, rules, and regulations.

Purchasing Only Eligible Investments

23.016 Ineligible Investments

The following investments, which are legal investments under the Public Funds Investment Act, are ineligible investments for Travis County:

- (1) Collateralized mortgage obligations
- (2) Any security the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

23.017 Eligible Investments

The following investments, which do not include all of the securities allowed by the Public Funds Investment Act, are the only eligible investments for all of Travis County's portfolios:

- (1) Obligations of the United States or its agencies and instrumentalities;
- (2) Direct obligations of the State of Texas or its agencies and instrumentalities;
- (3) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
- (4) Obligations of states, agencies, counties, cities, and other political subdivisions of any state, rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent.
- (5) Domestic commercial paper, including commercial paper issued in the United States by corporations doing business and having a significant market presence in the United States, which are wholly owned by foreign entities, and with a stated maturity of 270 days or less from the date of its issuance that is rated not less than A-1 by Standard and Poor's, and P-1 by Moody's, two nationally recognized credit rating agencies.
- (6) Fully collateralized repurchase agreements including direct security repurchase agreements and reverse security repurchase agreements that:

- (A) have a defined termination date that does not exceed 90 days after delivery,
 - (B) are placed either through a primary government securities dealer as defined by the Federal Reserve, or a financial institution doing business in this state,
 - (C) are secured by a combination of cash and obligations described by 23.017(1), that are pledged to Travis County, held in Travis County's name, and deposited with a third party selected and approved by Travis County, and
 - (D) have a market value at the time funds are disbursed of not less than the principal amount of the funds disbursed. (See 23.032, Collateral Requirements for Repurchase Agreements.)
- (7) Certificates of deposit issued by a depository institution that has its main office or a branch office in this state that are:
- (A) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or
 - (B) secured by obligations that are described by 23.017(1), 23.017(2), 23.017(3) or 23.017(4) that have a market value of not less than 102% of the principal amount plus accrued interest of the certificates. (See 23.028 Collateral Requirements for All Deposits.)
 - (C) secured in any other manner and amount provided by law for deposits of the investing entity.
- (8) Certificates of deposit when:
- (A) the funds are invested through a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by 23.019 through 23.023 or
 - (B) the broker or the County depository arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of Travis County;
 - (C) the full amount of principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
 - (D) Travis County appoints one of the following as its custodian for these certificates of deposit
 - (i) the County depository,
 - (ii) the Texas Treasury Safekeeping Trust Company;

- (iii) a Federal Reserve Bank or a branch of a Federal Reserve Bank; or
 - (iv) a Federal Home Loan Bank
- (9) A no-load money market mutual fund (“ MMMF”) that is registered with and regulated by the Securities and Exchange Commission and:
 - (A) has a dollar-weighted average stated maturity of 90 days or less,
 - (B) whose investment objectives include maintenance of a stable net asset value of \$1 per share, and
 - (C) provides Travis County with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. § 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. § 80a-1 et seq.)
- (10) Public funds and local government investment pools (“ LGIP”) if the following conditions are met:
 - (A) the LGIP is organized under the Interlocal Cooperation Act, as amended,
 - (B) the Commissioners Court has authorized investment in that particular LGIP by an order,
 - (C) the assets of the LGIP consist exclusively of obligations that are authorized investments in the Tex. Gov’t Code Ann. ch 2256, known as the Texas Public Funds Investment Act,
 - (D) the LGIP meets all eligibility acts including disclosure and reporting,
 - (E) the LGIP meets all management requirements of the Public Funds Investment Act, including existence and reliance on maintenance of advisory board, net asset value and maintenance ratings, and
 - (F) the LGIP must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.
- (11) A securities lending program in which the loan meets the following conditions:
 - (A) The loan may be terminated at any time;
 - (B) The loan is placed through
 - (i) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or

- (ii) a financial institution doing business in this state that is rated no less than A or its equivalent by two nationally recognized rating services.
- (C) The loan agreement has a term of one year or less and complies with the provisions of section 1058 of the Internal Revenue Code;
- (D) The loan is secured by
 - (i) cash invested in accordance with subsections (1), (2), (3), (4), (5), (8), or (9) of section 23.017 for a term that ends no later than the expiration date of the loan agreement,
 - (ii) pledged irrevocable letters of credit issued by a bank that is organized and exists under the laws of the United States or any other state and is continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent, or
 - (iii) pledged securities issued by the United States government or its agencies and instrumentalities as described in Section 23.017 (1) through (4) inclusive;
- (E) The loan agreement requires securities being held as collateral to be pledged to Travis County, held in Travis County's name, and deposited at the time the investment is made with a third party approved by Travis County.
- (F) The amount of the collateral is not be less than 102% of the market value of securities loaned, including accrued income with the market value of securities determined daily.

23.018 Purchasing Eligible Investments

- (a) The Investment Manager may invest all portfolios in the eligible investments described by 23.017. When contemplating a new type of investment instrument, the Investment Manager will submit a description to the Travis County Attorney to ensure that the proposed investment instruments are eligible investments described by 23.017.
- (b) If an investment that was eligible at the time of purchase becomes ineligible during the holding period, consistent with the Public Funds Investment Act, Sec. 2256.017, the Investment Manager is not required to liquidate the investment. The Investment Manager shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential loss

Requiring Approval of Broker/Dealer/Financial Institutions

23.019 Applications for Approval as Broker/Dealer/Financial Institutions

- (a) When a primary broker/dealer/financial institution applies for approval, the Investment Manager provides a copy of chapter 23, Travis County Code to the qualified representative of that institution. To qualify for approval, the qualified representative of the primary broker/dealer/financial institution must comply with the following requirements:
- (1) Provide the most recent audited financial statements of the institution,
 - (2) Sign the Certification in sec. 23.060,
 - (3) Acknowledge receipt, thorough review and understanding of chapter 23, Travis County Code, and
 - (4) Acknowledge that the primary broker/dealer/financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between it and Travis County that are not authorized by chapter 23, Travis County Code except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.
- (b) When a non-primary broker/dealer/financial institution doing business that is regulated by or registered with a securities commission applies for approval, the Investment Manager provides a copy of chapter 23, Travis County Code to the qualified representative of that institution. To qualify for approval, the qualified representative of the broker/dealer/financial institution must submit a written application that complies with the following requirements:
- (1) Provides references by public fund investment officers, preferably in Texas,
 - (2) Gives evidence of capital adequacy (See 23.020(b)(3)),
 - (3) Signs the Certification in 23.060,
 - (4) Acknowledges receipt, thorough review and understanding of chapter 23, Travis County Code,
 - (5) Acknowledges broker/dealer/financial institution has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between it and Travis County that are not authorized by chapter 23, Travis County Code except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards, and
 - (6) Includes a completed Broker/Dealer Questionnaire in 23.061.

- (c) Travis County strives to include in the application process broker/dealers located in Travis County who are currently serving institutional clients.

23.020 Qualifications for Approval as Broker/Dealer/Financial Institutions

The Investment Manager reviews the applications of the broker/dealer/financial institutions for compliance with this policy and recommends broker/dealer/financial institutions for approval. Although having an office in Texas is not a required criteria, Travis County prefers working with broker/dealer/financial institutions with offices located in Texas.

- (a) To be recommended for approval, the qualified representative of the primary broker/dealer/financial institution must provide the information and comply with the requirements set forth in 23.019 (a).
- (b) To be recommended for approval, a non-primary broker/dealer/financial institution and/or its qualified representative(s) must demonstrate possession of the following criteria:
 - (1) Institutional investment experience,
 - (2) Good references from public fund investment officers, preferably in Texas,
 - (3) Adequate capitalization in compliance with the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank for banks or adequate capitalization in compliance with the Securities and Exchange Commission for broker/dealers,
 - (4) Acknowledgement of a thorough review and understanding of this Investment Policy and Procedures Chapter,
 - (5) Regulation by the Comptroller of the Currency for banks or regulation by the Securities and Exchange Commission ("SEC") for broker/dealers,
 - (6) Membership in good standing in the Financial Industry Regulatory Authority (FINRA) by broker/dealers and subsidiaries of national banks,
 - (7) Valid licensure from the State of Texas, except for national banks, and
 - (8) Acknowledgement of implementation of reasonable controls and procedures in an effort to preclude investment transactions conducted between it and Travis County that are not authorized by chapter 23, Travis County Code except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective standards.

- (c) To be recommended for approval, broker/dealer/financial institutions previously approved by Commissioners Court will also be evaluated based on the following criteria:
- (1) Performance since the last review based on participation in competitive bids documented on bid sheets, and
 - (2) Activity level based on proposals presented since the last review.

23.021 Approval of Broker/Dealer/Financial Institutions

The Commissioners Court reviews the recommendations of the Investment Manager and may approve any number of broker/dealer/financial institutions. Travis County and the Investment Manager may only purchase securities, except for commercial paper, from qualified broker/dealer/financial institutions. Commercial paper shall be purchased in compliance with section 23.044, Competitive Bidding. The Investment Manager may limit the number of institutions with which Travis County does business.

23.022 Annual Review of Approved Broker/Dealer/Financial Institutions

Each year new applicants and broker/dealer/financial institutions currently on the approved list must comply with 23.019 and 23.020 and submit applications to the Investment Manager. The Investment Manager's recommended changes to the approved list must be submitted to the Commissioners Court for approval on an annual basis.

23.023 Removal from Approved List

When the Investment Manager reviews and reevaluates the broker/dealer/financial institutions currently on the approved list and at any other time when the Investment Manager discovers good cause, the Investment Manager may recommend that a broker/dealer/financial institution be removed from the approved list for any of the following reasons:

- (1) Placing Travis County's funds at risk,
- (2) Inactivity of the broker/dealer/financial institution,
- (3) Failure to maintain one or more of the criteria in 23.020,
- (4) Offering to sell investments other than eligible investments described by 23.017,
- (5) Consistently causing an administrative burden by inaccurate documentation or late verification of trade,
- (6) Consistently offering/bidding securities at non-competitive prices, or
- (7) Undergoing material change through divestiture, merger, purchase, or other similar corporate transformations.

Diversifying Portfolios

23.024 Diversifying Operating Account Portfolio by Type

The Investment Manager must minimize loss of principal in the operating account portfolio by diversifying investments by type and maturity. The Investment Manager must maintain diversity in the types of eligible investments purchased for all Travis County portfolios combined (see 23.017 for full description of eligible investments) by limiting the percentage for each type of eligible investment to the percentage listed in this section. These percentages will be applied to all Travis County portfolios in aggregate. The limits will be tested each Tuesday and the Investment Manager will have 30 days following the test to bring the percentage back within the limits as described below:

Investment Type	Percentage Limit For Combined Portfolios
Obligations of the U.S. – Treasury Notes/Bonds/Bills.....	100%
Obligations of U.S. Agencies – U.S. Agencies	75%
Direct obligations of the State of Texas or its agencies and instrumentalities	60%
Other obligations, the principal and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States	60%
Obligations of states, agencies, counties, cities, and other political subdivisions of any state. The Investment Manager must not invest more than 5% of the portfolio in municipal securities of a single entity (see 23.017 for full description)	20%
Domestic commercial paper. The Investment Manager must not invest more than 5% of the portfolio in the commercial paper of a single entity. If the amount held exceeds 5% during the life of the investment, the Investment Manager must either reduce the amount of the entity’s commercial paper owned or obtain authorization from Commissioners Court for an exception to the Policy (See 23.017 for full description.).....	20%
Fully collateralized repurchase agreements are limited to 15% of the portfolio when purchased from an individual broker. (See 23.017 for full description.).....	50%

Certificates of Deposit
(See 23.017 for full description.)..... 50%

A no-load money market mutual fund (“MMMF”) that is registered with and regulated by the federal Securities and Exchange Commission. The Investment Manager must not make an investment in any MMMF that exceeds 10% of the total assets of that MMMF.
(See 23.017 for full description.)..... 20%

TexPool if the following conditions are met:

- (A) TexPool is organized under the Interlocal Cooperation Act, as amended,
- (B) the Commissioners Court has authorized investment in TexPool by an order,
- (C) the assets of TexPool consist exclusively of obligations that are authorized investments in the Tex. Gov’t Code Ann. ch 2256, known as the Texas Public Funds Investment Act,
- (D) TexPool meets all eligibility requirements of the Public Funds Investment Act including disclosure and reporting, and
- (E) TexPool meets all management requirements of the Public Funds Investment Act, including existence and reliance on maintenance of advisory board, net asset value and maintenance ratings 50%

Public funds and local government investment pools (LGIP’s).
(See 23.017 for full description.)..... 30%

All LGIP’s in total 60%

23.025 Diversifying All Other Portfolios by Type

Within the pooled bond funds portfolio and the debt service portfolio the proceeds of a single bond issue may be segregated and invested in a single eligible investment or group of eligible investments designed to facilitate compliance with arbitrage regulations if the Investment Manager or Travis County’s arbitrage advisors determine that this type of strategy is necessary to comply with federal arbitrage restrictions or to facilitate arbitrage recordkeeping and calculation.

In all other cases, the Investment Manager must apply the diversification and measurement requirements to the pooled bond funds portfolio combined with all Travis County portfolios in accordance with 23.024.

23.026 Diversifying Operating Account Portfolio by Maturity

(a) The Investment Manager must monitor the maturity dates of all investments in the operating account portfolio to minimize risk of loss from interest rate fluctuations and to ensure that the maturities do not exceed the anticipated cash flow requirements of the operating account portfolio. The Investment Manager must also monitor the maturity dates of all investments in the operating account portfolio to ensure that the dollar-weighted average maturity does not exceed two and one-half years . The weighted average maturity is calculated as of the end of each month using the stated final maturity dates for each security.

If these levels are exceeded, the Investment Manager shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential economic loss. (b) The maximum allowable stated maturity of any individual investment owned by the operating account portfolio is as follows (see 23.017 for full description of eligible investments):

Investment Type	Maturity Limit
Obligations of the U.S. – Treasury Notes/Bonds/Bills.....	7 years
Obligations of U.S. Agencies	5 years
Direct obligations of the State of Texas or its agencies and instrumentalities	5 years
Other obligations, the principal and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the State of Texas or the United States their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States	5 years
Obligations of states, agencies, counties, cities, and other political subdivisions of any state (See 23.017 for full description)	5 years
Domestic commercial paper (See 23.017 for full description.).....	270 days
Fully collateralized repurchase agreements (See 23.017 for full description.).....	90 days
Certificates of Deposit (See 23.017 for full description).....	18 months

A no-load money market mutual fund (“MMMMF”) (See 23.017 for full description).....	1 day
Public funds and local government investment pools (LGIP’s) (See 23.017 for full description).....	1 day
TexasTERM local government investment pool	365 days

23.027 Diversifying All Other Portfolios by Maturity

- (a) The Investment Manager may limit the maturity of the pooled bond funds portfolio, the debt service portfolio and the agency funds portfolio to the “temporary period” as defined by the Internal Revenue Code, § 148, during which bond proceeds may be segregated and invested at an unrestricted yield. After the temporary period ends, the Investment Manager must consider the anticipated cash flow requirements of the funds and invest the portions of the pooled bond funds portfolio, the debt service portfolio and the agency funds portfolio subject to yield restriction within limits permitted by Federal arbitrage regulations.
- (b) The Investment Manager must monitor the maturity dates of all investments in the pooled bond funds portfolio and the debt service portfolio to ensure that the dollar-weighted average maturity for each portfolio does not exceed one and one-half years.. The weighted average maturity is calculated as of the end of each month using the stated final maturity dates for each security.

If these levels are exceeded, the Investment Manager shall take all prudent measures that are consistent with this Policy to analyze the investment and determine the most prudent course of action to minimize any potential economic loss. (c)..... The maximum allowable stated maturity of any individual investment owned by the pooled bonds funds portfolio and the debt service portfolio, that is not subject to the temporary period, is the same as the operating portfolio (See section 23.026); except for the following:

Investment Type	Maturity Limit
Obligations of the U.S. – Treasury Notes/Bonds/Bills.....	5 years
Obligations of U.S. Agencies	3 years

Collateralizing Deposits

23.028 Collateral Requirements for All Deposits

- (a) Certificates of deposit and bank deposits in financial institutions must be either federally insured or collateralized only with the following securities:
 - (1) Direct obligations of the United States or its agencies and instrumentalities;
 - (2) Other obligations, the principal and interest on which are unconditionally guaranteed or insured by or backed by the full faith and credit of the United States or its agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;
 - (3) Letters of credit issued to Travis County by the Federal Home Loan Bank, if approved in advance by Travis County.
- (b) If an event causes an increase in Collateral of more than \$50 million to be needed after noon on any business day, the market value of collateral must be equal to or greater than 100% of the par value of the certificates of deposit, plus accrued interest, and equal to or greater than 100% of the bank deposits plus accrued interest, less the amount insured by the Federal Deposit Insurance Corporation and may remain at that level until the next business day when additional collateral can be obtained. At all other times, the market value of collateral must be equal to or greater than 105% of the par value of the certificate of deposits plus accrued interest and equal to or greater than 105% of the bank deposits plus accrued interest, less the amount insured by the Federal Deposit Insurance Corporation.

23.029 Monitoring Collateral Adequacy for All Deposits

Financial institutions with which Travis County has certificates of deposit or bank deposits must provide Travis County with monthly reports that state the market values of collateral. The Investment Manager monitors the adequacy of collateral at least weekly. If the value of the collateral falls below the required level, the financial institution must pledge additional collateral no later than the end of the next business day after the value falls below the required level.

23.030 Substituting Collateral for All Deposits

If the financial institution collateralizing certificates of deposit and bank deposits wants to substitute new collateral, the financial institution must contact the Treasurer for approval. The Investment Manager must calculate the value of the substituted collateral and determine that the substituted collateral is within the requirements of this Investment Policy and the Depository Bank Contract. The value of the new collateral must equal at least the value of the original collateral. If the collateral has sufficient value, the Treasurer may approve the substitution. The Treasurer must notify the

financial institution or the safekeeping agent holding the collateral when any substitution is approved. Although substitution is allowable, it should be limited to minimize a potential administrative burden. The Treasurer may limit substitutions and assess reasonable fees if requests for substitution become excessive or abusive.

23.031 Agreements and Safekeeping for All Deposits

Financial institutions serving as county depositories must enter agreements for the safekeeping of collateral with both Travis County and its safekeeping agent, or agree to cooperate with the Federal Reserve Bank under the terms of its Pledgee Agreement Form, to define Travis County's rights to the collateral in case of default, bankruptcy, or bank closing. All collateral securing deposits is held by the safekeeping agent.

23.032 Collateral Requirements for Repurchase Agreements

Issuers of repurchase agreements must collateralize them with obligations of the United States or its agencies. These issuers must wire transfer the collateral to the safekeeping agent designated by Travis County through the Federal Reserve System. If the collateral matures in one year or less, the value of the collateral must be at least 101% of the par value of the repurchase agreement plus accrued interest. If the collateral matures in one to two years, the value of the collateral must be at least 102% of the par value of the repurchase agreement plus accrued interest. Collateral maturity is limited to two years.

23.033 Monitoring Collateral Adequacy for Repurchase Agreements

The Investment Manager must monitor all collateral underlying repurchase agreements weekly. More frequent monitoring may be necessary during periods of market volatility. If the value of the collateral for a repurchase agreement falls below the required level, the Investment Manager must make a margin call unless the repurchase agreement matures within five business days and the difference between the value of the collateral and the required level is immaterial.

23.034 Substituting Collateral for Repurchase Agreements

Seller shall obtain written consent of Travis County prior to substitution. The duration (or maturity) of securities offered as substitutes may not exceed the duration or maturity of the originally purchased securities.

23.035 Safekeeping of Repurchase Agreement Collateral

Issuers of repurchase agreements must transfer collateral for repurchase agreements to the safekeeping agent with which Travis County has established a safekeeping agreement.

Subchapter E. Liquidity

23.036 Achieving Liquidity

Investments are selected to meet anticipated cash needs. The Investment Manager must achieve liquidity by purchasing eligible investments described by 23.017 with active secondary markets, eligible MMMF's and LGIP's.

23.037 Liquidating Investments

The Investment Manager may liquidate an investment to meet unanticipated cash requirements, to redeploy cash into other investments expected to outperform current holdings, or to adjust the portfolios for other reasons.

Subchapter F. Investment Return Achievement

23.038 Priority of Investment Goals

The Investment Manager must consider legality, safety, liquidity, diversification, risk and rate of return in investment selection for all portfolios. Investments are made in securities with maturities corresponding to anticipated cash requirements. Investments are to take advantage of yield curves and earn additional returns. The Investment Manager must actively manage all Travis County portfolios to enhance total income in compliance with the "prudent investor rule" described by 23.005. The Investment Manager may use bond swaps to achieve these management goals.

23.039 Bond Swaps

If the demand for a bond from a particular agency creates a situation where the yields in that agency's bonds are the same or less than an equivalent treasury security, swapping the agency's bond for a treasury security can improve the quality of Travis County's portfolios. If bonds in a particular maturity range are limited in the market, swapping a bond in demand for a similar bond in a different maturity range may be advantageous. The Investment Manager may swap a bond held in any Travis County portfolio for a comparable bond in the market to improve portfolio yield even if the transaction results in an accounting loss. The Investment Manager may swap a bond held in any Travis County portfolio if the overall yield of the portfolio will not decrease after the swap and the date of maturity of the new security is less than 181 days after the maturity date of the old security. The Investment Manager must solicit competitive bids for bond swaps. All bids received are documented and filed for auditing purposes.

Subchapter G. Investment Responsibilities By Office

23.040 Training

The Treasurer, Investment Manager, Assistant Investment Manager, Senior Financial Analyst and Auditor shall attend at least one training session from an independent source approved by Commissioners Court and containing at least 10 hours of instruction relating to his/her responsibilities under the Public Funds Investment Act within twelve months after taking office. These persons shall also attend an investment training session not less than once in a two-year period that begins on the first day of Travis County's fiscal year and consists of two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by Commissioners Court. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act.

The independent sources approved by Commissioners Court are:

- Government Finance Officers Association
- Government Finance Officers Association of Texas
- Government Treasurers Organization of Texas
- Texas Association of Counties
- Austin Treasury Management Association
- Alliance of Texas Treasury Associations
- Texas Municipal League
- Texas Society of CPAs
- Association of Government Accountants
- University of North Texas
- University of Texas
- Texas A&M University
- County Treasurers Association of Texas
- Texas Association of County Auditors
- Western CPE
- First Southwest Company

23.041 Treasurer's Office

The Treasurer is the chief custodian of county funds. The Treasurer receives funds due to Travis County, makes disbursements authorized by the Commissioners Court after

the checks are co-signed by the Auditor, and keeps proper records of county finances. In the investment function, the Treasurer has the following responsibilities:

- (1) **Notifying of Controlled Disbursement Requirements.** The Treasurer notifies the Investment Manager if additional funds are required for the daily controlled disbursement to ensure that investments are liquidated in time to meet the controlled disbursement requirements.
- (2) **Processing Investments.** The Treasurer may transact wire transfers for investment purposes for Travis County. The Investment Manager notifies the Treasurer of the amount to be transferred. The Treasurer transfers funds to the safekeeping account to purchase the investment. In addition, the Treasurer and the Investment Manager approve the wire transfer form. The Treasurer records investments in the HTE investment module at par value.
- (3) **Depositing Investment Principal and Interest.** The Treasurer deposits principal and interest at maturity to the funds bank account indicated by the Investment Manager.
- (4) **Ensuring Security of Investments.** The Treasurer accesses the depository's files daily to verify Travis County's account balances. The Treasurer adds the certificates of deposit purchased by the Investment Manager, Tax Office, County Clerk, and District Clerk to the total county cash balances to obtain the total county balance. The Treasurer compares the total county balance to the total collateral purchased by the depository banks. The collateral must be 105% of Travis County's total balances held with the depository. If the collateral is less than 105% of Travis County's total balances, the Treasurer - must contact the depository bank to verify that the depository bank has increased the collateral to the required level.
- (5) **Reporting Accounts.** The Treasurer provides to the Auditor copies of monthly statements of all fund bank accounts which include beginning balances, deposits, disbursements, and ending balances. The Treasurer prepares and submits to the Auditor a monthly report of all outstanding checks for the Jury, CAPSO, and Cash bond funds.

23.042 Cash/Investment Management Office

The Investment Manager is the primary manager of county investment portfolios. The Investment Manager makes investment decisions, and keeps proper records of county investments. In the investment function, the Investment Manager has the following responsibilities:

- (1) **Developing Investment Strategies.** The Investment Manager develops an investment strategy to administer investments of Travis County. The Investment Manager uses the following procedures in the investment strategy:

- (A) summarizes the economic and market analysis;
 - (B) forecasts available cash for investment;
 - (C) formulates strategies for asset mix, investment instruments, maturities, and target yields;
 - (D) monitors performance against the current investment strategy and evaluating reasons for variances;
 - (E) reports portfolio performance for the previous quarter to the Investment Advisory Committee and the Commissioners Court; and
 - (F) revises the investment strategy based on recommendations by the Investment Advisory Committee.
- (2) **Selecting and Processing Investments.** The Investment Manager reviews the composition of the current portfolio and determines whether the securities under consideration maintain the portfolio within policy guidelines. The Investment Manager and the Treasurer approve the wire transfer form authorizing the transfer of funds for a specific investment transaction.
- (3) **Documenting Investments and Providing Details.** The Investment Manager retains documentation of all investment transactions, including bond swaps. The Investment Manager provides information and supporting documentation for all investment transactions to the Auditor's Financial Reporting Division for entry in the General Ledger. The Investment Manager provides information and back-up documentation of all investment transactions to the Treasurer to ensure accurate calculation of cash position and accurate posting to appropriate fund bank accounts.
- (4) **Developing Cash Flow Projections for All Portfolios.** The Investment Manager analyzes prior period data and meets with Travis County department staff to develop and amend cash flow projections of Travis County cash requirements. The Investment Manager uses cash flow projections to match assets and liabilities in addition to maximizing the return on investments.
- (5) **Determining Cash Available for Investment.** The Investment Manager determines the amount of county funds available for investment each business day. All funds that can be legally invested and that are not required for that day's controlled disbursement are considered funds available for investment.
- (6) **Monitoring Investment Performance.**
- (A) The Investment Manager must routinely perform market and economic analysis to forecast probable market conditions for the investment period by assembling and analyzing current and trend data to develop and plan investment strategy. This

analysis uses information obtained from investment advisors, brokers, investment industry publications, and investment industry information systems.

- (B) The Investment Manager monitors the current and expected yield curves for interest rate movements. When interest rates are expected to decline, maturity ranges are extended within portfolio and policy constraints. When interest rates are expected to increase, maturity ranges are shortened. The Investment Manager monitors yield spreads between various government agency issues and United States notes and bonds to determine the best value. The Investment Manager summarizes economic and market trend information and presents it at each regular meeting of the Investment Advisory Committee. The Investment Manager also presents recommendations for investment strategy based on economic and market conditions.
 - (C) If a Securities Lending agreement is executed, the Investment Manager will monitor the securities lending reports frequently or as needed, but not less than weekly, to reconcile safekeeping reports with lending reports. In addition to the investment manager's monitoring of the securities, regular valuation of the collateral also needs to be made to insure that the collateral held by the Lending Agent (the institution with which the securities lending agreement has been executed) is in compliance with the Travis County Investment Policy and remains above the 102% market value of the securities that were borrowed.
-
- (7) Reconciling Investment Records and General Ledger. The Investment Manager provides the Auditor's Financial Reporting Division with a monthly report that states investments at par value, the identifying cusip number, the premium or discount and the interest purchased. The report includes monthly and year-to-date interest accruals and amortization/accretion of premium/discount. The Auditor reconciles this report to the investment accounts in the general ledger.
 - (8) Providing Revenue Estimates for All Portfolios. The Investment Manager provides an estimate of the investment revenue for the annual budget.

23.043 Auditor's Office

The Auditor is the primary monitor of county transactions. The Auditor prepares the general ledger and makes all entries in it, and performs internal audits of the controls of

county departments. In the investment function, the Auditor has the following responsibilities:

- (1) **Posting Investments and Reconciling to General Ledger.** The Auditor's Financial Reporting Division posts investment transactions, investment interest revenue received, and accrued interest income to the General Ledger. The Auditor's Financial Reporting Division reviews and approves the monthly reconciliation of investments, investment interest revenue received, and accrued interest income to the General Ledger. The Auditor's Financial Reporting Division notifies the Investment Manager if there are any discrepancies between the monthly investment report described in 23.042 (7) and the general ledger so that these two departments can work together to reconcile the differences.
- (2) **Allocating Office Expenses.** The Auditor's Financial Reporting Division allocates the Cash/Investment Management Office budget expense against investment interest revenue in the Debt Service Fund.
- (3) **Confirming Balances and Performing Compliance Audit.** The Auditor's Internal Audit Division, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to chapter 23, Travis County Code and Tex. Gov't Code Ann. ch 2256, known as the Texas Public Funds Investment Act.
- (4) **Monitoring Arbitrage.** The Auditor monitors Travis County's arbitrage responsibilities and provides the bond fund transaction information required by Travis County's arbitrage advisors.
- (5) **Reconciling Safekeeping Reports with Investments.** On a quarterly basis, the Auditor's Financial Reporting Division reconciles the investment securities Safekeeping Report, provided to the Treasurer's Office by the depository Bank, to the Report of currently owned investment securities as of that date, provided by the Cash/Investment Management Office.
- (6) **Allocating Budget from Interest Revenue.** The Auditor's Financial Reporting Division allocates the interest revenue earned from investments proportionately to all funds that participate in the investment function.

Subchapter H. Investment Purchasing Procedures

23.044 Competitive Bidding

- (a) Travis County requires competitive bidding for all individual security purchases except for those transactions with MMMFs, LGIPs, treasuries purchased through the Federal Reserve Treasury Direct Accounts, and for

government securities purchased at issue through an approved broker/dealer at the auction price. The Investment Manager may rely not only on yield in selecting MMMFs and LGIPs but also on adherence to applicable Securities and Exchange Commission (SEC) guidelines for MMMFs and other criteria determined by her.

- (b) At least three bids or offers must be solicited in all transactions involving individual securities. For those situations where it may be impractical or unreasonable to receive three bids for an agency transaction due to secondary market availability, bids may be considered comparable for agencies with comparable structures and having maturities within 15 calendar days before and after the requested security. Competitive bidding for security swaps is also required. Bids may be solicited in any manner provided by law. All bids received must be documented and filed for auditing purposes.
- (c) At least three bids or offers must be solicited in transactions involving domestic commercial paper. These bids shall be obtained from approved broker/dealers or from a financial information source, such as Bloomberg. When bids are obtained from a financial information source, the commercial paper selected may be purchased directly from the issuer. Different issuers may be compared to select the highest yielding, domestic commercial paper. The Investment Manager may rely not only on yield in selecting commercial paper but also on other criteria determined by her. The criteria to follow when soliciting bids are as follows:
 - (1) The maturity dates must be the same, and
 - (2) The method of settlement must be the same whether regular settlement next day or cash settlement same day.

23.045 Preliminary Requirements for Repurchase Agreements

Before Travis County enters into a repurchase agreement with any issuer, that issuer must sign a Master Repurchase Agreement approved by Commissioners Court and return it to the Investment Manager for filing. All Repurchase Agreements are recommended by the Investment Manager, reviewed by Travis County Attorney's Office, and approved by Commissioners Court.

23.046 Wire Transfer Procedures

- (a) In executing investment transactions, the Treasurer must use pre-formatted repetitive wire transfers, whenever possible, to restrict transfers of funds to pre-authorized accounts.
- (b) For transfer of investment funds via wire to non-county accounts, the agreement with the depository bank must require the depository bank to call the Investment Manager for confirmation that this transfer is authorized prior to the transfer.

Subchapter I. Performance Evaluation And Reporting

23.047 Levels of Evaluation

Evaluation is conducted at several levels. The Investment Manager continually monitors and evaluates the investment performance. Cashflow forecasts will be reviewed by the Investment Advisory Committee. The Investment Advisory Committee evaluates the investment strategies and portfolio performance. The Travis County, County Executive for Planning and Budget or the Travis County Budget Director evaluates the Investment Manager's entire performance.

23.048 Investment Advisory Committee

The Investment Advisory Committee reviews investment policies and procedures, investment strategies, and investment performance. Travis County members of the Committee include: two designated members of Commissioners Court, one of whom acts as Chair, the Executive Manager of Planning and Budget, the Investment Manager, the Treasurer, and the Auditor. Outside expertise is provided by at least six persons from the Austin Metropolitan Area, who have demonstrated knowledge and expertise in the area of investment portfolio management. The Chair calls annual meetings of the committee or more often as needed.

23.049 Performance Analysis and Reporting

The Investment Manager determines the level and content of daily and weekly performance analysis and reporting. The Investment Manager and the Commissioners Court jointly decide the level and content of monthly performance analysis and reporting.

23.050 Quarterly Performance Analysis and Reporting

- (a) The Investment Manager and the Assistant Investment Manager(s) must prepare, provide, and sign a quarterly summary report, for each fund group, that describes in detail the investment position of Travis County and evaluates investment performance based on investment policy objectives. The quarterly report will identify the method and source used to monitor the market price of investments and also will indicate whether the method and source changed from the previous quarterly report. This report must be submitted to the Investment Advisory Committee and Commissioners Court. A comparison of the performance of Travis County's portfolio to appropriate benchmarks selected by the Investment Manager is presented. The report addresses compliance with the investment policy in diversification by type and maturity. The report also includes the following information:

- (1) Cash availability,

- (2) Market review,
 - (3) Investment strategy – next quarter,
 - (4) Performance measurement: the standard used by Travis County to measure its investment return is based on the yield to maturity of all investments in the portfolio, using the stated final maturity date of each security,
 - (5) Portfolio statistics,
 - (6) Collateral adequacy for repurchase agreements,
 - (7) Collateral adequacy for bank deposits and certificates of deposit,
 - (8) Investment activity,
 - (9) Market valuation:
 - (A) at beginning of quarter, and
 - (B) at end of the quarter, for each portfolio,
 - (10) Distribution of investments by broker/dealer/financial institution,
 - (11) Distribution of investments by type of investment,
 - (12) Fully accrued interest for the reporting period,
 - (13) For each separately invested asset,
 - (A) state book value and market value at the beginning and end of the quarter by the type of asset and fund type,
 - (B) state maturity date, and
 - (C) state the fund for which it was acquired, and
 - (14) Signatures of the Investment Manager and the Assistant Investment Manager(s) certifying compliance of the Travis County investment portfolios with the Travis County investment strategy, policy and the Public Funds Investment Act.
- (b) The reference to Generally Accepted Accounting Principles in 23.050 (a) relates only to internal reporting of investments by the Investment Manager as required under Texas Government Code 2256.023, and does not apply to annual financial statements and other external reports of Travis County as a whole.

23.051 Annual Performance Analysis and Reporting

The Investment Manager compiles the quarterly reports into an annual report at the end of each fiscal year and submits it to the Investment Advisory Committee and the Commissioners Court by the end of the first quarter of the following fiscal year.

An independent auditor chosen to audit the County's annual financial statements must formally review the quarterly investment reports that are prepared in compliance with

the Public Funds Investment Act. In conjunction with this audit, Travis County shall perform a compliance audit of management controls on investments and adherence to this Investment Policy. This review should be performed at least annually and the results reported to Commissioners Court.

Subchapter J. Investment Policy Review And Amendment

23.052 Review Procedures

The Investment Manager and the Investment Advisory Committee must review chapter 23, Travis County Code annually to make revisions due to legislative actions and changing market conditions. This review must be done by the third quarter of the calendar year after each legislative session. The Investment Manager must present a summary report of the review with changes recommended by the Investment Advisory Committee to the Commissioners Court. The Commissioners Court must review the investment policy and strategies at least annually.

23.053 Changes to the Investment Policy

After adoption of chapter 23, Travis County Code, the Commissioners Court must approve any revisions to the policy manual before they become effective, by adopting a written instrument stating it has reviewed the Investment Policy and investment strategies. This written instrument must record any changes made to either the policy or strategies.

Subchapter K. Interpretive Provisions

23.054 Authorization

The Public Funds Investment Act and the Public Funds Collateral Act authorize the Commissioners Court to promulgate this chapter on investment policy and procedures.

23.055 Effective Date

Chapter 23, Travis County Code is effective upon adoption by the Commissioners Court.

23.056 Definitions

- (a) In this manual, the following words and phrases have the following meanings:
- (1) "Auditor" means the Travis County Auditor or her designees.
 - (2) "Investment Manager" means the Travis County Investment Manager or her designees.

- (3) "Commissioners Court" means Travis County Commissioners Court.
- (4) "Treasurer" means the Travis County Treasurer or her designees.
- (b) Definitions in the Public Funds Investment Act shall be used to interpret this chapter.

23.057 The Public Funds Investment Act

When this chapter is provided to broker/dealer/financial institutions, the Investment Manager shall also include a copy of the Public Funds Investment Act.

23.058 Construction, Precedents, and Interpretation

Chapter 23, Travis County Code must be construed to meet the following provisions:

- (1) This chapter must be construed liberally to give all of the authorization intended for the investment of all portfolios.
- (2) Commissioners Court resolves any questions about the interpretation of this chapter.
- (3) If there is any conflict between this chapter and the state constitution, or any state law or any rule adopted under a state law or the United States constitution, this chapter prevails to the greatest extent possible without violating the United States constitution, the state constitution, any constitutional federal or state law or any constitutional rule adopted under either of these.
- (4) The masculine, feminine and neuter genders are construed to include the other genders if required by the context or facts. The singular and plural are construed to include the other number if required by the context or facts. Words in the present tense are construed to include the future tense.
- (5) Words and phrases are read in context and construed according to the rules of grammar and common usage. Words and phrases that have acquired a technical or particular meaning whether by definition in this chapter or otherwise, are construed according to the acquired meaning. Throughout the chapter, words defined in this section are shown with an initial capital. The use of an initial capital is construed to mean that the definition of the capitalized word or phrase is the definition in this section.
- (6) Throughout this chapter, headings for sections, subsections and portions of the text are inserted for convenience only. These headings are not to be construed to expand or limit the interpretation of the text that follows the heading.
- (7) When a period is stated in days, the days are construed as calendar days unless otherwise stated. If the last day of any period is a

Saturday, Sunday or county holiday, the period is extended to include the next day that is not a Saturday, Sunday or county holiday.

Subchapter L. Forms

23.059 Disclosure

Investment officers required by 23.007 to make disclosure shall report in a manner that is substantially similar to the forms in 23.059 (1) and (2).

- (1) Personal business interests which require disclosure should be reported in a format similar to the following:

Disclosure of Required Personal Business Interest Form

Date

Texas Ethics Commission

201 E. 14th Street (or current address)

Sam Houston Building, 10th Floor

Austin, Texas 78701

Dear Sir or Madam:

This letter is a disclosure statement to comply with the 1999 Public Funds Investment Act passed by the Texas Legislature, which requires, in § 2256.005 (i), that an investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest.

Travis County purchases investments through *Name of Business Organization*. As an investment officer of the Travis County Cash/Investment Department, I hereby disclose that I use *Name of Business Organization* for personal investment transactions.

Sincerely,

Signature of Travis County Investment Officer

Name of Travis County Investment Officer

CC: Travis County Commissioners Court
Travis County Executive Manager, Planning and Budget
Travis County Investment Manager

- (2) Investment officers who have a relationship within the second degree by affinity or consanguinity must use a form similar to the following example:

Disclosure of Relationship Within Second Degree of Affinity or Consanguinity

Date

Texas Ethics Commission

201 E. 14th Street (or current address)

Sam Houston Building, 10th Floor

Austin, Texas 78701

Dear Sir or Madam:

This letter is a disclosure statement to comply with the 1999 Public Funds Investment Act passed by the Texas Legislature, which requires, in § 2256.005 (i), that an investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship.

Travis County purchases investments through *Name of Individual with Name of Business Organization*. As an investment officer of the Travis County Cash/Investment Department, I hereby disclose that I am related to *Name of Individual with Name of Business Organization* within the second degree of affinity or consanguinity.

Sincerely,

Signature of Travis County Investment Officer

Name of Travis County Investment Officer

CC: Travis County Commissioners Court
Travis County Executive Manager, Planning and Budget
Travis County Investment Manager

23.060 Certification

TEXAS PUBLIC FUNDS INVESTMENT ACT

CERTIFICATION BY BUSINESS ORGANIZATION

This certification is executed on behalf of Travis County and (the Business Organization) pursuant to the Texas Public Funds Investment Act, Chapter 2256, Government Code, Texas Codes Annotated (the Act), in connection with investment transactions conducted between Travis County and the Business Organization.

The undersigned Qualified Representative of the Business Organization hereby certifies on behalf of the Business Organization that:

- (i) Public Funds Investment Act Section 2256.005 (k): Nothing in this Certification relieves Travis County of the responsibility for monitoring the investments made by Travis County to determine that they are in compliance with the Travis County Investment Policy.
- (ii) The undersigned is a Qualified Representative of the Business Organization offering to enter into an investment transaction with Travis County as such terms are used in the Public Funds Investment Act, Chapter 2256, Texas Government Code;
- (iii) The Qualified Representative of the Business Organization has received and thoroughly reviewed the Investment Policy furnished by the Travis County Investment Officer;
- (iv) Public Funds Investment Act Section 2256.005 (k) (2): The Qualified Representative of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between Travis County and the Business Organization that are not authorized by Travis County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of Travis County's entire portfolio or requires an interpretation of subjective investment standards.

Qualified Representative of the Business Organization

Signature _____

Name _____

Title _____

Date _____

23.061 Broker/Dealer/Financial Institution Questionnaire

Non-Primary Broker/Dealer/Financial Institutions must complete a Broker/Dealer Questionnaire in the following form to comply with 23.019 and 23.020:

TRAVIS COUNTY, TEXAS

BROKER/DEALER/FINANCIAL INSTITUTION QUESTIONNAIRE

Travis County operates under the laws of the State of Texas, including the State of Texas Public Funds Investment Act. Travis County manages an investment portfolio ranging in size from \$373 million to \$668 million, which is comprised mainly of U.S. Treasury and Agency obligations, Commercial Paper, and Local Government Investment Pools. Travis County has adopted a written Investment Policy which regulates the standards and procedures used in its cash management activities. A copy of the Investment Policy is included, as well as a copy of the Public Funds Investment Act.

Travis County will review and substantiate information and references requested in this Questionnaire; therefore, please answer all questions as thoroughly as possible. Travis County will notify Broker/Dealers of their approval/non-approval in writing. No transactions will be conducted with a Broker/Dealer who has not signed the Travis County Certification. Travis County solicits competitive bids and offers on the majority of its transactions. All securities will be delivered against payment to the third party custodian named by Travis County.

Note that instructions in bold print require information to be provided in addition to the completed questionnaire.

1. Name of Firm _____

2. Local Address _____

3. National Address _____

4. Local telephone number (____) _____

National telephone number (____) _____

5. Primary representative (the person Travis County will be primarily doing business with)

Name _____

Title _____

Telephone number (____) _____ CRD # _____

6. Secondary representative

Name _____
Title _____
Telephone number (____) _____ CRD # _____

7. Identify all personnel who will be trading with or quoting securities to the Travis County Cash/Investment Management staff (additional back-ups)

Name	Title	CRD number
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE ATTACH RESUMES of all the above persons.

8. Have all of the above personnel read our investment policies and procedures and signed our certification?

Yes [] No []

If above answer is no, please explain: _____

9. (A) If you are a broker/dealer or subsidiary of a national bank, is your firm licensed to do business in Texas?

Yes [] No []

(B) If you are a broker/dealer or subsidiary of a national bank, is your firm a member of Financial Industry Regulatory Authority (FINRA) in good standing?

Yes [] No []

Please provide your firm's CRD number _____

10. What was your firm's trading volume in United States Government and Agency securities for the most recent fiscal year?

Firm-wide \$ _____
Number of Transaction _____
Local office \$ _____
Number of Transactions _____

11. Which instruments are offered regularly by your local desk?

- Treasury Bills
- Treasury notes/bonds
- Agencies - specify

- Commercial paper
- Other – specify

12. Please identify at least three of your most directly comparable public sector clients in Texas who have done business with the primary representative listed in question 5.

Entity	Contact Person	Telephone no.	Client since
<hr/>	<hr/>	(<hr/>) <hr/>	<hr/>
<hr/>	<hr/>	(<hr/>) <hr/>	<hr/>
<hr/>	<hr/>	(<hr/>) <hr/>	<hr/>
<hr/>	<hr/>	(<hr/>) <hr/>	<hr/>

13. Has your firm or any of your employees ever been investigated by a regulatory or state agency for alleged improper, fraudulent, disreputable, or unfair business practices in the sale of securities or money market instruments? If yes, please explain.

14. Please provide the most recent AUDITED financial statements for your firm.

15. Are you representing a parent corporation or a subsidiary of another corporation?

Parent Subsidiary

If you are a SUBSIDIARY, please provide the most recent audited financial statements for your PARENT corporation.

16. If your institution is a bank,

- (A) Has your bank consistently complied with the Federal Reserve Bank's capital adequacy guidelines?
- (B) Is your bank in compliance with these guidelines on the date of this questionnaire?
- (C) Has your capital position ever fallen short of these guidelines?
- (D) Does your bank presently exceed the capital adequacy guidelines' measure of risk? If so, by what factor? Example: 1.5X, 2X, etc.
- (E) Please provide certified documentation of your capital adequacy as measured by the Federal Reserve Bank standards.**

17. If your institution is a broker/dealer or a subsidiary of a national bank, please provide your most recent FOCUS report.

18. Please provide your delivery instructions. Our Safekeeping unit requires that we provide this information when we purchase a security.

19. What portfolio information do you require from your clients?

20. What reports, transactions, confirmations, and paper trail will we receive?

Attachment B

GOVERNMENT CODE

TITLE 10. GENERAL GOVERNMENT

SUBTITLE F. STATE AND LOCAL CONTRACTS AND FUND MANAGEMENT

CHAPTER 2256. PUBLIC FUNDS INVESTMENT

SUBCHAPTER A. AUTHORIZED INVESTMENTS FOR GOVERNMENTAL ENTITIES

Sec. 2256.001. SHORT TITLE. This chapter may be cited as the Public Funds Investment Act.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.002. DEFINITIONS. In this chapter:

(1) "Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by an entity, and reserves and funds maintained by an entity for debt service purposes.

(2) "Book value" means the original acquisition cost of an investment plus or minus the accrued amortization or accretion.

(3) "Funds" means public funds in the custody of a state agency or local government that:

(A) are not required by law to be deposited in the state treasury; and

(B) the investing entity has authority to invest.

(4) "Institution of higher education" has the meaning assigned by Section 61.003, Education Code.

(5) "Investing entity" and "entity" mean an entity subject to this chapter and described by Section 2256.003.

(6) "Investment pool" means an entity created under this code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are:

(A) preservation and safety of principal;

(B) liquidity; and

(7) "Local government" means a municipality, a county, a school district, a district or authority created under Section 52(b)(1) or (2), Article III, or Section 59, Article XVI, Texas Constitution, a fresh water supply district, a hospital district, and any political subdivision, authority, public corporation, body politic, or instrumentality of the State of Texas, and any nonprofit corporation acting on behalf of any of those entities.

(8) "Market value" means the current face or par value of an investment multiplied by the net selling price of the security as quoted by a recognized market pricing source quoted on the valuation date.

(9) "Pooled fund group" means an internally created fund of an investing entity in which one or more institutional accounts of the investing entity are invested.

(10) "Qualified representative" means a person who holds a position with a business organization, who is authorized to act on behalf of the business organization, and who is one of the following:

(A) for a business organization doing business that is regulated by or registered with a securities commission, a person who is registered under the rules of the National Association of Securities Dealers;

(B) for a state or federal bank, a savings bank, or a state or federal credit union, a member of the loan committee for the bank or branch of the bank or a person authorized by corporate resolution to act on behalf of and bind the banking institution;

(C) for an investment pool, the person authorized by the elected official or board with authority to administer the activities of the investment pool to sign the written instrument on behalf of the investment pool; or

(D) for an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or, if not subject to registration under that Act, registered with the State Securities Board, a person who is an officer or principal of the investment management firm.

(11) "School district" means a public school district.

(12) "Separately invested asset" means an account or fund

of a state agency or local government that is not invested in a pooled fund group.

(13) "State agency" means an office, department, commission, board, or other agency that is part of any branch of state government, an institution of higher education, and any nonprofit corporation acting on behalf of any of those entities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 1, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 1, eff. Sept. 1, 1999.

Sec. 2256.003. AUTHORITY TO INVEST FUNDS; ENTITIES SUBJECT TO THIS CHAPTER. (a) Each governing body of the following entities may purchase, sell, and invest its funds and funds under its control in investments authorized under this subchapter in compliance with investment policies approved by the governing body and according to the standard of care prescribed by Section 2256.006:

- (1) a local government;
- (2) a state agency;
- (3) a nonprofit corporation acting on behalf of a local government or a state agency; or
- (4) an investment pool acting on behalf of two or more local governments, state agencies, or a combination of those entities.

(b) In the exercise of its powers under Subsection (a), the governing body of an investing entity may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance, or resolution.

(c) This chapter does not prohibit an investing entity or investment officer from using the entity's employees or the services of a contractor of the entity to aid the investment

officer in the execution of the officer's duties under this chapter.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 2, eff. Sept. 1, 1999.

Sec. 2256.004. APPLICABILITY. (a) This subchapter does not apply to:

- (1) a public retirement system as defined by Section 802.001;
- (2) state funds invested as authorized by Section 404.024;
- (3) an institution of higher education having total endowments of at least \$95 million in book value on May 1, 1995;
- (4) funds invested by the Veterans' Land Board as authorized by Chapter 161, 162, or 164, Natural Resources Code;
- (5) registry funds deposited with the county or district clerk under Chapter 117, Local Government Code; or
- (6) a deferred compensation plan that qualifies under either Section 401(k) or 457 of the Internal Revenue Code of 1986 (26 U.S.C. Section 1 et seq.), as amended.

(b) This subchapter does not apply to an investment donated to an investing entity for a particular purpose or under terms of use specified by the donor.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 505, Sec. 24, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 2, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 62, Sec. 8.21, eff. Sept. 1, 1999; Acts 1999, 76th Leg., ch. 1454, Sec. 3, eff. Sept. 1, 1999.

Sec. 2256.005. INVESTMENT POLICIES; INVESTMENT STRATEGIES; INVESTMENT OFFICER. (a) The governing body of an investing entity shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control.

(b) The investment policies must:

- (1) be written;

liquidity;

(3) address investment diversification, yield, and maturity and the quality and capability of investment management; and

(4) include:

(A) a list of the types of authorized investments in which the investing entity's funds may be invested;

(B) the maximum allowable stated maturity of any individual investment owned by the entity;

(C) for pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date for the portfolio;

(D) methods to monitor the market price of investments acquired with public funds;

(E) a requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and

(F) procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Section 2256.021.

(c) The investment policies may provide that bids for certificates of deposit be solicited:

(1) orally;

(2) in writing;

(3) electronically; or

(4) in any combination of those methods.

(d) As an integral part of an investment policy, the governing body shall adopt a separate written investment strategy for each of the funds or group of funds under its control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

(1) understanding of the suitability of the investment to the financial requirements of the entity;

(2) preservation and safety of principal;

(3) liquidity;

(4) marketability of the investment if the need arises to

liquidity of the investment before maturity;

(5) diversification of the investment portfolio; and

(6) yield.

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

(f) Each investing entity shall designate, by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees of the state agency, local government, or investment pool as investment officer to be responsible for the investment of its funds consistent with the investment policy adopted by the entity. If the governing body of an investing entity has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the first investing entity for purposes of this chapter. Authority granted to a person to invest an entity's funds is effective until rescinded by the investing entity, until the expiration of the officer's term or the termination of the person's employment by the investing entity, or if an investment management firm, until the expiration of the contract with the investing entity. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the governing body of the investing entity retains ultimate responsibility as fiduciaries of the assets of the entity. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the investing entity.

(g) Subsection (f) does not apply to a state agency, local government, or investment pool for which an officer of the entity is assigned by law the function of investing its funds.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 685,

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be an investment officer for the commission under Subsection (f) if the officer or employee is an investment officer designated under Subsection (f) for another local government.

Text of subsec. (h) as amended by Acts 1997, 75th Leg., ch. 1421,
Sec. 3

(h) An officer or employee of a commission created under Chapter 391, Local Government Code, is ineligible to be designated as an investment officer under Subsection (f) for any investing entity other than for that commission.

(i) An investment officer of an entity who has a personal business relationship with a business organization offering to engage in an investment transaction with the entity shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the investment officer's entity shall file a statement disclosing that relationship. A statement required under this subsection must be filed with the Texas Ethics Commission and the governing body of the entity. For purposes of this subsection, an investment officer has a personal business relationship with a business organization if:

(1) the investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;

(2) funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or

(3) the investment officer has acquired from the business organization during the previous year investments with a book value

of \$2,500 or more for the personal account of the investment officer.

(j) The governing body of an investing entity may specify in its investment policy that any investment authorized by this chapter is not suitable.

(k) A written copy of the investment policy shall be presented to any person offering to engage in an investment transaction with an investing entity or to an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the entity's investment portfolio. Nothing in this subsection relieves the investing entity of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with an investing entity shall execute a written instrument in a form acceptable to the investing entity and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the investment policy of the entity; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the entity and the organization that are not authorized by the entity's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the entity's entire portfolio or requires an interpretation of subjective investment standards.

(l) The investment officer of an entity may not acquire or otherwise obtain any authorized investment described in the investment policy of the investing entity from a person who has not delivered to the entity the instrument required by Subsection (k).

(m) An investing entity other than a state agency, in conjunction with its annual financial audit, shall perform a compliance audit of management controls on investments and adherence to the entity's established investment policies.

(n) Except as provided by Subsection (o), at least once every two years a state agency shall arrange for a compliance audit of management controls on investments and adherence to the agency's established investment policies. The compliance audit shall be performed by the agency's internal auditor or by a private auditor employed in the manner provided by Section 321.020. Not later than January 1 of each even-numbered year a state agency shall report the results of the most recent audit performed under this subsection to the state auditor. Subject to a risk assessment and to the legislative audit committee's approval of including a review by the state auditor in the audit plan under Section 321.013, the state auditor may review information provided under this section. If review by the state auditor is approved by the legislative audit committee, the state auditor may, based on its review, require a state agency to also report to the state auditor other information the state auditor determines necessary to assess compliance with laws and policies applicable to state agency investments. A report under this subsection shall be prepared in a manner the state auditor prescribes.

(o) The audit requirements of Subsection (n) do not apply to assets of a state agency that are invested by the comptroller under Section 404.024.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 685, Sec. 1, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 3, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 4, eff. Sept. 1, 1999; Acts 2003, 78th Leg., ch. 785, Sec. 41, eff. Sept. 1, 2003.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 1, eff. June 17, 2011.

Sec. 2256.006. STANDARD OF CARE. (a) Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be

governed by the following investment objectives, in order of priority:

- (1) preservation and safety of principal;
- (2) liquidity; and
- (3) yield.

(b) In determining whether an investment officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

(1) the investment of all funds, or funds under the entity's control, over which the officer had responsibility rather than a consideration as to the prudence of a single investment; and

(2) whether the investment decision was consistent with the written investment policy of the entity.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.007. INVESTMENT TRAINING; STATE AGENCY BOARD MEMBERS AND OFFICERS. (a) Each member of the governing board of a state agency and its investment officer shall attend at least one training session relating to the person's responsibilities under this chapter within six months after taking office or assuming duties.

(b) The Texas Higher Education Coordinating Board shall provide the training under this section.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) An investment officer shall attend a training session not less than once each state fiscal biennium and may receive training from any independent source approved by the governing body of the state agency. The investment officer shall prepare a report on this subchapter and deliver the report to the governing body of the state agency not later than the 180th day after the last day of each regular session of the legislature.

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Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 73, Sec. 1, eff. May 9, 1997; Acts 1997, 75th Leg., ch. 1421, Sec. 4, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 5, eff. Sept. 1, 1999.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 2, eff. June 17, 2011.

Sec. 2256.008. INVESTMENT TRAINING; LOCAL GOVERNMENTS.

(a) Except as provided by Subsections (b) and (e), the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a local government shall:

(1) attend at least one training session from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government and containing at least 10 hours of instruction relating to the treasurer's or officer's responsibilities under this subchapter within 12 months after taking office or assuming duties; and

(2) except as provided by Subsections (b) and (e), attend an investment training session not less than once in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than 10 hours of instruction relating to investment responsibilities under this subchapter from an independent source approved by the governing body of the local government or a designated investment committee advising the investment officer as provided for in the investment policy of the local government.

(b) An investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, that has contracted with an investment management firm under Section 2256.003(b) and has fewer than five full-time employees or an investing entity that has contracted with another investing entity to invest the entity's funds may satisfy the training

requirement provided by Subsection (a)(2) by having an officer of the governing body attend four hours of appropriate instruction in a two-year period that begins on the first day of that local government's fiscal year and consists of the two consecutive fiscal years after that date. The treasurer or chief financial officer of an investing entity created under authority of Section 52(b), Article III, or Section 59, Article XVI, Texas Constitution, and that has fewer than five full-time employees is not required to attend training required by this section unless the person is also the investment officer of the entity.

(c) Training under this section must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with this chapter.

(d) Not later than December 31 each year, each individual, association, business, organization, governmental entity, or other person that provides training under this section shall report to the comptroller a list of the governmental entities for which the person provided required training under this section during that calendar year. An individual's reporting requirements under this subsection are satisfied by a report of the individual's employer or the sponsoring or organizing entity of a training program or seminar.

(e) This section does not apply to a district governed by Chapter 36 or 49, Water Code.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 5, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 6, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 69, Sec. 4, eff. May 14, 2001.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 3, eff. June 17, 2011.

Sec. 2256.009. AUTHORIZED INVESTMENTS: OBLIGATIONS OF, OR GUARANTEED BY GOVERNMENTAL ENTITIES. (a) Except as provided by Subsection (b), the following are authorized investments under this subchapter:

(1) obligations, including letters of credit, of the United States or its agencies and instrumentalities;

(2) direct obligations of this state or its agencies and instrumentalities;

(3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;

(4) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States;

(5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent; and

(6) bonds issued, assumed, or guaranteed by the State of Israel.

(b) The following are not authorized investments under this section:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1999, 76th Leg., ch. 1454, Sec. 7, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 558, Sec. 1, eff. Sept. 1, 2001.

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 4, eff. June 17, 2011.

Sec. 2256.010. AUTHORIZED INVESTMENTS: CERTIFICATES OF DEPOSIT AND SHARE CERTIFICATES. (a) A certificate of deposit or share certificate is an authorized investment under this subchapter if the certificate is issued by a depository institution that has its main office or a branch office in this state and is:

(1) guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor;

(2) secured by obligations that are described by Section 2256.009(a), including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities of the nature described by Section 2256.009(b); or

(3) secured in any other manner and amount provided by law for deposits of the investing entity.

(b) In addition to the authority to invest funds in certificates of deposit under Subsection (a), an investment in certificates of deposit made in accordance with the following conditions is an authorized investment under this subchapter:

(1) the funds are invested by an investing entity through:

(A) a broker that has its main office or a branch office in this state and is selected from a list adopted by the investing entity as required by Section 2256.025; or

(B) a depository institution that has its main office or a branch office in this state and that is selected by the investing entity;

(2) the broker or the depository institution selected by the investing entity under Subdivision (1) arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the investing entity;

(3) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and

(4) the investing entity appoints the depository institution selected by the investing entity under Subdivision (1), an entity described by Section 2257.041(d), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the investing entity with respect to the certificates of deposit issued for the account of the investing entity.

Amended by Acts 1995, 74th Leg., ch. 32, Sec. 1, eff. April 28, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 6, eff. Sept. 1, 1997.

Amended by:

Acts 2005, 79th Leg., Ch. 128, Sec. 1, eff. September 1, 2005.

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 5, eff. June 17, 2011.

Sec. 2256.011. AUTHORIZED INVESTMENTS: REPURCHASE

AGREEMENTS. (a) A fully collateralized repurchase agreement is an authorized investment under this subchapter if the repurchase agreement:

(1) has a defined termination date;

(2) is secured by a combination of cash and obligations described by Section 2256.009(a)(1); and

(3) requires the securities being purchased by the entity or cash held by the entity to be pledged to the entity, held in the entity's name, and deposited at the time the investment is made with the entity or with a third party selected and approved by the entity; and

(4) is placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in this state.

(b) In this section, "repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations described by Section 2256.009(a)

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(1), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement.

(c) Notwithstanding any other law, the term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered.

(d) Money received by an entity under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 6, eff. June 17, 2011.

Sec. 2256.0115. AUTHORIZED INVESTMENTS: SECURITIES LENDING PROGRAM. (a) A securities lending program is an authorized investment under this subchapter if it meets the conditions provided by this section.

(b) To qualify as an authorized investment under this subchapter:

(1) the value of securities loaned under the program must be not less than 100 percent collateralized, including accrued income;

(2) a loan made under the program must allow for termination at any time;

(3) a loan made under the program must be secured by:

(A) pledged securities described by Section 2256.009;

(B) pledged irrevocable letters of credit issued by a

bank that is:

(i) organized and existing under the laws of the United States or any other state; and

(ii) continuously rated by at least one nationally recognized investment rating firm at not less than A or

its equivalent; or
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(C) cash invested in accordance with Section:

- (i) 2256.009;
- (ii) 2256.013;
- (iii) 2256.014; or
- (iv) 2256.016;

(4) the terms of a loan made under the program must require that the securities being held as collateral be:

- (A) pledged to the investing entity;
- (B) held in the investing entity's name; and
- (C) deposited at the time the investment is made with

the entity or with a third party selected by or approved by the investing entity;

(5) a loan made under the program must be placed through:

(A) a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003; or

(B) a financial institution doing business in this state; and

(6) an agreement to lend securities that is executed under this section must have a term of one year or less.

Added by Acts 2003, 78th Leg., ch. 1227, Sec. 1, eff. Sept. 1, 2003.

Sec. 2256.012. AUTHORIZED INVESTMENTS: BANKER'S ACCEPTANCES. A bankers' acceptance is an authorized investment under this subchapter if the bankers' acceptance:

(1) has a stated maturity of 270 days or fewer from the date of its issuance;

(2) will be, in accordance with its terms, liquidated in full at maturity;

(3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

(4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1

or an equivalent rating by at least one nationally recognized credit rating agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.013. AUTHORIZED INVESTMENTS: COMMERCIAL PAPER.

Commercial paper is an authorized investment under this subchapter if the commercial paper:

(1) has a stated maturity of 270 days or fewer from the date of its issuance; and

(2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

(A) two nationally recognized credit rating agencies; or

(B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.014. AUTHORIZED INVESTMENTS: MUTUAL FUNDS. (a) A no-load money market mutual fund is an authorized investment under this subchapter if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing entity with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.);

(3) has a dollar-weighted average stated maturity of 90 days or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of \$1 for each share.

(b) In addition to a no-load money market mutual fund permitted as an authorized investment in Subsection (a), a no-load

mutual fund is an authorized investment under this subchapter if the mutual fund:

- (1) is registered with the Securities and Exchange Commission;
- (2) has an average weighted maturity of less than two years;
- (3) is invested exclusively in obligations approved by this subchapter;
- (4) is continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent; and
- (5) conforms to the requirements set forth in Sections 2256.016(b) and (c) relating to the eligibility of investment pools to receive and invest funds of investing entities.

(c) An entity is not authorized by this section to:

- (1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (b);
- (2) invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Subsection (b); or
- (3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 7, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 8, eff. Sept. 1, 1999.

Sec. 2256.015. AUTHORIZED INVESTMENTS: GUARANTEED INVESTMENT CONTRACTS. (a) A guaranteed investment contract is an authorized investment for bond proceeds under this subchapter if the guaranteed investment contract:

- (1) has a defined termination date;
- (2) is secured by obligations described by Section

2256.009(a)(1), excluding those obligations described by Section
2256.009(b), in an amount at least equal to the amount of bond
proceeds invested under the contract; and

(3) is pledged to the entity and deposited with the entity or with a third party selected and approved by the entity.

(b) Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested under this subchapter in a guaranteed investment contract with a term of longer than five years from the date of issuance of the bonds.

(c) To be eligible as an authorized investment:

(1) the governing body of the entity must specifically authorize guaranteed investment contracts as an eligible investment in the order, ordinance, or resolution authorizing the issuance of bonds;

(2) the entity must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;

(3) the entity must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

(4) the price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and

(5) the provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 8, eff. Sept. 1, 1997; Acts 1999, 76th Leg., ch. 1454, Sec. 9, 10, eff. Sept. 1, 1999.

Sec. 2256.016. AUTHORIZED INVESTMENTS: INVESTMENT POOLS.

(a) An entity may invest its funds and funds under its control through an eligible investment pool if the governing body of the entity by rule, order, ordinance, or resolution, as appropriate, authorizes investment in the particular pool. An investment pool shall invest the funds it receives from entities in authorized

investments permitted by this subchapter. An investment pool may invest its funds in money market mutual funds to the extent permitted by and consistent with this subchapter and the investment policies and objectives adopted by the investment pool.

(b) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must furnish to the investment officer or other authorized representative of the entity an offering circular or other similar disclosure instrument that contains, at a minimum, the following information:

(1) the types of investments in which money is allowed to be invested;

(2) the maximum average dollar-weighted maturity allowed, based on the stated maturity date, of the pool;

(3) the maximum stated maturity date any investment security within the portfolio has;

(4) the objectives of the pool;

(5) the size of the pool;

(6) the names of the members of the advisory board of the pool and the dates their terms expire;

(7) the custodian bank that will safekeep the pool's assets;

(8) whether the intent of the pool is to maintain a net asset value of one dollar and the risk of market price fluctuation;

(9) whether the only source of payment is the assets of the pool at market value or whether there is a secondary source of payment, such as insurance or guarantees, and a description of the secondary source of payment;

(10) the name and address of the independent auditor of the pool;

(11) the requirements to be satisfied for an entity to deposit funds in and withdraw funds from the pool and any deadlines or other operating policies required for the entity to invest funds in and withdraw funds from the pool; and

(12) the performance history of the pool, including yield, average dollar-weighted maturities, and expense ratios.

(c) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool

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must furnish to the investment officer or other authorized representative of the entity:

- (1) investment transaction confirmations; and
- (2) a monthly report that contains, at a minimum, the

following information:

- (A) the types and percentage breakdown of securities in which the pool is invested;
- (B) the current average dollar-weighted maturity, based on the stated maturity date, of the pool;
- (C) the current percentage of the pool's portfolio in investments that have stated maturities of more than one year;
- (D) the book value versus the market value of the pool's portfolio, using amortized cost valuation;
- (E) the size of the pool;
- (F) the number of participants in the pool;
- (G) the custodian bank that is safekeeping the assets of the pool;
- (H) a listing of daily transaction activity of the entity participating in the pool;
- (I) the yield and expense ratio of the pool, including a statement regarding how yield is calculated;
- (J) the portfolio managers of the pool; and
- (K) any changes or addenda to the offering circular.

(d) An entity by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds.

(e) In this section, "yield" shall be calculated in accordance with regulations governing the registration of open-end management investment companies under the Investment Company Act of 1940, as promulgated from time to time by the federal Securities and Exchange Commission.

(f) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool created to function as a money market mutual fund must mark its portfolio to market daily, and, to the extent reasonably possible, stabilize at a \$1 net asset value. If the ratio of the market value of the portfolio divided by the book value of the portfolio is less than 0.995 or greater than 1.005, portfolio

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holdings shall be sold as necessary to maintain the ratio between 0.995 and 1.005. In addition to the requirements of its investment policy and any other forms of reporting, a public funds investment pool created to function as a money market mutual fund shall report yield to its investors in accordance with regulations of the federal Securities and Exchange Commission applicable to reporting by money market funds.

(g) To be eligible to receive funds from and invest funds on behalf of an entity under this chapter, a public funds investment pool must have an advisory board composed:

(1) equally of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for a public funds investment pool created under Chapter 791 and managed by a state agency; or

(2) of participants in the pool and other persons who do not have a business relationship with the pool and are qualified to advise the pool, for other investment pools.

(h) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

(i) If the investment pool operates an Internet website, the information in a disclosure instrument or report described in Subsections (b), (c) (2), and (f) must be posted on the website.

(j) To maintain eligibility to receive funds from and invest funds on behalf of an entity under this chapter, an investment pool must make available to the entity an annual audited financial statement of the investment pool in which the entity has funds invested.

(k) If an investment pool offers fee breakpoints based on fund balances invested, the investment pool in advertising investment rates must include either all levels of return based on the breakpoints provided or state the lowest possible level of return based on the smallest level of funds invested.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1421, Sec. 9, eff. Sept. 1, 1997.

Amended by:

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Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 7, eff. June 17, 2011.

Sec. 2256.017. EXISTING INVESTMENTS. An entity is not required to liquidate investments that were authorized investments at the time of purchase.

Added by Acts 1995, 74th Leg., ch. 76, Sec. 5.46(a), eff. Sept. 1, 1995; Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 10, eff. Sept. 1, 1997.

Sec. 2256.019. RATING OF CERTAIN INVESTMENT POOLS. A public funds investment pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995. Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 11, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 8, eff. June 17, 2011.

Sec. 2256.020. AUTHORIZED INVESTMENTS: INSTITUTIONS OF HIGHER EDUCATION. In addition to the authorized investments permitted by this subchapter, an institution of higher education may purchase, sell, and invest its funds and funds under its control in the following:

- (1) cash management and fixed income funds sponsored by organizations exempt from federal income taxation under Section 501(f), Internal Revenue Code of 1986 (26 U.S.C. Section 501(f));
- (2) negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper

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rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency; and

(3) corporate bonds, debentures, or similar debt obligations rated by a nationally recognized investment rating firm in one of the two highest long-term rating categories, without regard to gradations within those categories.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.0201. AUTHORIZED INVESTMENTS; MUNICIPAL UTILITY.

(a) A municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may enter into a hedging contract and related security and insurance agreements in relation to fuel oil, natural gas, coal, nuclear fuel, and electric energy to protect against loss due to price fluctuations. A hedging transaction must comply with the regulations of the Commodity Futures Trading Commission and the Securities and Exchange Commission. If there is a conflict between the municipal charter of the municipality and this chapter, this chapter prevails.

(b) A payment by a municipally owned electric or gas utility under a hedging contract or related agreement in relation to fuel supplies or fuel reserves is a fuel expense, and the utility may credit any amounts it receives under the contract or agreement against fuel expenses.

(c) The governing body of a municipally owned electric or gas utility or the body vested with power to manage and operate the municipally owned electric or gas utility may set policy regarding hedging transactions.

(d) In this section, "hedging" means the buying and selling of fuel oil, natural gas, coal, nuclear fuel, and electric energy futures or options or similar contracts on those commodities and related transportation costs as a protection against loss due to price fluctuation.

Added by Acts 1999, 76th Leg., ch. 405, Sec. 48, eff. Sept. 1, 1999.

Amended by:

Sec. 2256.0202. AUTHORIZED INVESTMENTS: MUNICIPAL FUNDS FROM MANAGEMENT AND DEVELOPMENT OF MINERAL RIGHTS. (a) In addition to other investments authorized under this subchapter, a municipality may invest funds received by the municipality from a lease or contract for the management and development of land owned by the municipality and leased for oil, gas, or other mineral development in any investment authorized to be made by a trustee under Subtitle B, Title 9, Property Code (Texas Trust Code).

(b) Funds invested by a municipality under this section shall be segregated and accounted for separately from other funds of the municipality.

Added by Acts 2009, 81st Leg., R.S., Ch. 1371, Sec. 1, eff. September 1, 2009.

Sec. 2256.0203. AUTHORIZED INVESTMENTS: PORTS AND NAVIGATION DISTRICTS. (a) In this section, "district" means a navigation district organized under Section 52, Article III, or Section 59, Article XVI, Texas Constitution.

(b) In addition to the authorized investments permitted by this subchapter, a port or district may purchase, sell, and invest its funds and funds under its control in negotiable certificates of deposit issued by a bank that has a certificate of deposit rating of at least 1 or the equivalent by a nationally recognized credit rating agency or that is associated with a holding company having a commercial paper rating of at least A-1, P-1, or the equivalent by a nationally recognized credit rating agency.

Added by Acts 2011, 82nd Leg., R.S., Ch. 804, Sec. 1, eff. September 1, 2011.

Sec. 2256.0204. AUTHORIZED INVESTMENTS: INDEPENDENT SCHOOL DISTRICTS. (a) In this section, "corporate bond" means a senior secured debt obligation issued by a domestic business entity and

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rated not lower than "AA-" or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that:

(1) on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation; or

(2) is an unsecured debt obligation.

(b) This section applies only to an independent school district that qualifies as an issuer as defined by Section 1371.001.

(c) In addition to authorized investments permitted by this subchapter, an independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

(d) An independent school district subject to this section is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or

(2) invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

(e) An independent school district subject to this section may purchase, sell, and invest its funds and funds under its control in corporate bonds if the governing body of the district:

(1) amends its investment policy to authorize corporate bonds as an eligible investment;

(2) adopts procedures to provide for:

(A) monitoring rating changes in corporate bonds acquired with public funds; and

(B) liquidating the investment in corporate bonds;

and

(3) identifies the funds eligible to be invested in

(f) The investment officer of an independent school district, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

(1) issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or

(2) changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

(g) Corporate bonds are not an eligible investment for a public funds investment pool.

Added by Acts 2011, 82nd Leg., R.S., Ch. 1347, Sec. 1, eff. June 17, 2011.

Sec. 2256.0205. AUTHORIZED INVESTMENTS; DECOMMISSIONING TRUST. (a) In this section:

(1) "Decommissioning trust" means a trust created to provide the Nuclear Regulatory Commission assurance that funds will be available for decommissioning purposes as required under 10 C.F.R. Part 50 or other similar regulation.

(2) "Funds" includes any money held in a decommissioning trust regardless of whether the money is considered to be public funds under this subchapter.

(b) In addition to other investments authorized under this subchapter, a municipality that owns a municipal electric utility that is engaged in the distribution and sale of electric energy or natural gas to the public may invest funds held in a decommissioning trust in any investment authorized by Subtitle B, Title 9, Property Code.

Added by Acts 2005, 79th Leg., Ch. 121, Sec. 1, eff. September 1, 2005.

Sec. 2256.021. EFFECT OF LOSS OF REQUIRED RATING. An

investment that requires a minimum rating under this subchapter does not qualify as an authorized investment during the period the investment does not have the minimum rating. An entity shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.022. EXPANSION OF INVESTMENT AUTHORITY. Expansion of investment authority granted by this chapter shall require a risk assessment by the state auditor or performed at the direction of the state auditor, subject to the legislative audit committee's approval of including the review in the audit plan under Section 321.013.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 2003, 78th Leg., ch. 785, Sec. 42, eff. Sept. 1, 2003.

Sec. 2256.023. INTERNAL MANAGEMENT REPORTS. (a) Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of investment transactions for all funds covered by this chapter for the preceding reporting period.

(b) The report must:

- (1) describe in detail the investment position of the entity on the date of the report;
- (2) be prepared jointly by all investment officers of the entity;
- (3) be signed by each investment officer of the entity;
- (4) contain a summary statement of each pooled fund group that states the:
 - (A) beginning market value for the reporting period;
 - (B) ending market value for the period; and
 - (C) fully accrued interest for the reporting period;
- (5) state the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;

(6) state the maturity date of each separately invested asset that has a maturity date;

(7) state the account or fund or pooled group fund in the state agency or local government for which each individual investment was acquired; and

(8) state the compliance of the investment portfolio of the state agency or local government as it relates to:

(A) the investment strategy expressed in the agency's or local government's investment policy; and

(B) relevant provisions of this chapter.

(c) The report shall be presented not less than quarterly to the governing body and the chief executive officer of the entity within a reasonable time after the end of the period.

(d) If an entity invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers under this section shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the governing body by that auditor.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.
Amended by Acts 1997, 75th Leg., ch. 1421, Sec. 12, eff. Sept. 1, 1997.

Amended by:

Acts 2011, 82nd Leg., R.S., Ch. 1004, Sec. 9, eff. June 17, 2011.

Sec. 2256.024. SUBCHAPTER CUMULATIVE. (a) The authority granted by this subchapter is in addition to that granted by other law. Except as provided by Subsection (b), this subchapter does not:

(1) prohibit an investment specifically authorized by other law; or

(2) authorize an investment specifically prohibited by other law.

(b) Except with respect to those investing entities described in Subsection (c), a security described in Section 2256.009(b) is

not an authorized investment for a state agency, a local government, or another investing entity, notwithstanding any other provision of this chapter or other law to the contrary.

(c) Mortgage pass-through certificates and individual mortgage loans that may constitute an investment described in Section 2256.009(b) are authorized investments with respect to the housing bond programs operated by:

(1) the Texas Department of Housing and Community Affairs or a nonprofit corporation created to act on its behalf;

(2) an entity created under Chapter 392, Local Government Code; or

(3) an entity created under Chapter 394, Local Government Code.

Added by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.025. SELECTION OF AUTHORIZED BROKERS. The governing body of an entity subject to this subchapter or the designated investment committee of the entity shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the entity.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

Sec. 2256.026. STATUTORY COMPLIANCE. All investments made by entities must comply with this subchapter and all federal, state, and local statutes, rules, or regulations.

Added by Acts 1997, 75th Leg., ch. 1421, Sec. 13, eff. Sept. 1, 1997.

SUBCHAPTER B. MISCELLANEOUS PROVISIONS

Sec. 2256.051. ELECTRONIC FUNDS TRANSFER. Any local government may use electronic means to transfer or invest all funds collected or controlled by the local government.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.052. PRIVATE AUDITOR. Notwithstanding any other law, a state agency shall employ a private auditor if authorized by the legislative audit committee either on the committee's initiative or on request of the governing body of the agency.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995.

Sec. 2256.053. PAYMENT FOR SECURITIES PURCHASED BY STATE. The comptroller or the disbursing officer of an agency that has the power to invest assets directly may pay for authorized securities purchased from or through a member in good standing of the National Association of Securities Dealers or from or through a national or state bank on receiving an invoice from the seller of the securities showing that the securities have been purchased by the board or agency and that the amount to be paid for the securities is just, due, and unpaid. A purchase of securities may not be made at a price that exceeds the existing market value of the securities.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.67, eff. Sept. 1, 1997.

Sec. 2256.054. DELIVERY OF SECURITIES PURCHASED BY STATE. A security purchased under this chapter may be delivered to the comptroller, a bank, or the board or agency investing its funds. The delivery shall be made under normal and recognized practices in the securities and banking industries, including the book entry procedure of the Federal Reserve Bank.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.68, eff. Sept. 1, 1997.

Sec. 2256.055. DEPOSIT OF SECURITIES PURCHASED BY STATE. At the direction of the comptroller or the agency, a security purchased under this chapter may be deposited in trust with a bank or federal reserve bank or branch designated by the comptroller, whether in or outside the state. The deposit shall be held in the entity's name as evidenced by a trust receipt of the bank with which the securities are deposited.

Amended by Acts 1995, 74th Leg., ch. 402, Sec. 1, eff. Sept. 1, 1995; Acts 1997, 75th Leg., ch. 1423, Sec. 8.69, eff. Sept. 1, 1997.

Attachment C

**ORDER OF THE TRAVIS COUNTY COMMISSIONERS COURT
AFFIRMING THE TRAVIS COUNTY CODE
CHAPTER 23, INVESTMENT POLICIES AND PROCEDURES**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Recitals

The Public Funds Investment Act, Chapter 2256 of the Texas Government Code, section 2256.005 (e) provides as follows:

(e) The governing body of an investing entity shall review its investment policy and investment strategies not less than annually. The governing body shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies.

In March, 1995, Travis County Commissioners Court adopted a written investment policy regarding the investment of its funds and the funds under its control by order in the form of Chapter 23, Investment Policies and Procedures in the Travis County Policies, Procedures and Regulations Manual.

Travis County Commissioners Court has annually reviewed Chapter 23, Investment Policies and Procedures and amended it as appropriate each year.

Travis County Commissioners Court established an Investment Advisory Committee composed of individuals experienced in the investment of public funds in the central Texas area. In August, 2014, the Investment Advisory Committee reviewed Chapter 23, Investment Policies and Procedures and unanimously recommended that no changes be made at this time.

In September, 2014, Travis County Commissioners Court reviewed the current Travis County Code, Chapter 23, Investment Policies and Procedures and, consistent with the recommendation of the Investment Advisory Committee, has found that the investment policies and strategies stated in Chapter 23, Investment Policies and Procedures of the Travis County Code remain appropriate and that no changes are needed at this time.

Order

Now, therefore, the Travis County Commissioners Court orders that the investment policies and strategies currently stated in Chapter 23, Investment Policies and Procedures of the Travis

County Code be affirmed for its fiscal year ending September 30, 2015.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

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



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Ken Gaede, 854-9894

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Wells, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

A handwritten signature in black ink, appearing to read "Roger A. El Khoury", is written over the "Dept. Head" and "County Executive" lines.

AGENDA LANGUAGE:

Consider and take appropriate action on approval of the Agreement for Participation in Regional Stormwater Management Program for the new Ronald Earle Building located at 416 W. 11th Street.

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) and Page, the County's Architectural/Engineering firm for the Ronald Earle Building, have been working closely with the City of Austin staff to obtain the Site Development Permit (SDP) for the Ronald Earle Building. One of the documents required for the SDP is the Agreement for Participation in Regional Stormwater Management Program.

The City of Austin has agreed that there will be no fee required from the County for this Agreement due to the value of the stormwater improvements being provided by the Ronald Earle Building project.

The Agreement document has been drawn up by the City and reviewed by the County Attorney's Office.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends the Commissioners Court approve the Agreement for Participation in Regional Stormwater Management Program for the new Ronald Earle Building located at 416 W. 11th Street.

ISSUES AND OPPORTUNITIES:

1. The City of Austin will be responsible for the management and operation of a Regional Stormwater Management Program (RSMP), in accordance with the City's Drainage Criteria Manual.
2. The County, having requested participation in the RSMP for the Project, and having provided engineering documentation to demonstrate compliance with RSMP guidelines, agrees to provide storm drain improvements, estimated at \$410,000. Such improvements will be made concurrent with execution by the County of this Agreement, as shown in Exhibit "A" of the construction plans for the Ronald Earle Building.
3. The City of Austin acknowledges that the participation storm drain construction by the County for the Project is sufficient to meet the City's requirements for the regulation of peak flows from our site and no on-site detention shall be required for the Project.

FISCAL IMPACT AND SOURCE OF FUNDING:

Because there is no fee associated with this Agreement, there is no fiscal impact.

ATTACHMENTS/EXHIBITS:

1. Copy of Agreement for Participation in Regional Stormwater Management Program, including Exhibit "A"

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney's Office

**AGREEMENT FOR PARTICIPATION IN
REGIONAL STORMWATER MANAGEMENT PROGRAM**

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

THIS AGREEMENT is made by and between Travis County, (hereinafter "Participant") and the City of Austin, ("hereinafter called "C.O.A");

WITNESSETH:

WHEREAS, Participant, is the owner and developer of the 0.51 acre property located in the Shoal Creek watershed, known as the Travis County District Attorney Office Building Project, 410 W. 11th Street, C.O.A. Case Number SP-2014-0088C; hereinafter "the Project"; and

WHEREAS, Participant desires to comply with C.O.A. requirements applicable to the regulation of peak flows from new developments;

NOW, THEREFORE, for and in consideration of the covenants contained herein and the fee to be paid by Participant pursuant to this Agreement, the parties contract as follows:

1. C.O.A. shall be responsible for the management and operation of a Regional Stormwater Management Program (R.S.M.P.), in accordance with the C.O.A. Drainage Criteria Manual.
2. The Participant, having requested participation in the R.S.M.P. for the Project, and having provided engineering documentation to demonstrate compliance with R.S.M.P. guidelines, agrees to provide a storm drain construction project, estimated at \$410,000.00. Such project shall be made concurrent with execution by Participant of this Agreement, as shown in Exhibit "A" of the construction plans SP-2014-0088C attached hereto and incorporated herein. Participant has provided C.O.A. with proof of cost of construction in form satisfactory to C.O.A.
3. The C.O.A. acknowledges that the participation storm drain construction by Participant for the Project is sufficient to meet the City requirements for the regulation of peak flows from this site and no on-site detention shall be required for the Project.
4. The understanding of the parties as reflected by this Agreement shall be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns.
5. This Agreement reflects the entire understanding of the parties concerning the subject matter hereof; all other representations or agreements made previously or contemporaneously, whether orally or in writing, are merged herein.
6. This Agreement may be amended only by a written document executed by the parties hereto.
7. Failure of the Participant to tender the project as required by paragraph 2 shall render this Agreement null and void. The C.O.A. and Participant execute this Agreement to be effective as of the date of the last party to sign.

CITY OF AUSTIN:

By: _____

(Typed Name)

Director of the Watershed Protection Department

Date: _____

Travis County
A political subdivision of the State of Texas

BY: _____

Samuel T. Biscoe.
(Typed Name)

County Judge
Travis County, Texas

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger A. Elkhoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on shoeshine operations at the Blackwell-Thurmon Criminal Justice Center.

BACKGROUND/SUMMARY OF REQUEST:

On August 16, 2011, the Commissioners Court approved a license agreement with Dwight Bellinger and Lora Gatewood which allowed them to provide shoeshine operations at the Blackwell-Thurmon Criminal Justice Center (CJC) lobby. This license agreement was for one year with two options for the County to extend for two more years. The license agreement was extended for both option periods, but the final option expired on August 15, 2014.

Under the current license agreement, the Licensee's paid the County \$300 per quarter for the opportunity to provide these services. Licensee was also required to provide proof of appropriate insurance coverage. Facilities Management Department (FMD) provided oversight for this license agreement during the past three year period. Performance of the Licensees has been acceptable; however, there were three instances where FMD issued Breach of Agreement notices to the Licensee. These instances included one time for failure to maintain appropriate insurance coverage and two times for failure to pay on time. All three breaches were successfully resolved and as of this date the Licensee is in full compliance with the terms of the license agreement.

During the term of the current license, FMD has been approached by another individual that indicated he would like an opportunity to provide the shoeshine operations for the County at the CJC. FMD advised this individual that the current license agreement would expire in August 2014, at

which time FMD would post an item to the Commissioners Court for consideration on how to proceed. The options to proceed are:

1. Eliminate the shoeshine operation at the CJC, or
2. Solicit for proposals to provide the services at the CJC, or
3. Exempt from competition and enter into a replacement license agreement with the current providers.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends the Commissioners Court provide direction to staff on how they wish to proceed with these services.

ISSUES AND OPPORTUNITIES:

The current license agreement as developed by the County Attorney's office is at Attachment One for reference. If the Commissioners Court decides to solicit for proposals, FMD will work with the Purchasing Office and the County Attorney Office to procure these services. If the Commissioners Court decides to exempt this revenue producing license agreement from competition, FMD will work with the County Attorney's office on a new license agreement to be returned to the Court for consideration and approval.

FISCAL IMPACT AND SOURCE OF FUNDING

Annual revenue of \$1,200 – Current Agreement

ATTACHMENTS/EXHIBITS:

Current License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office



FACILITIES MANAGEMENT DEPARTMENT

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

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

August 11, 2011

Mr. Dwight Bellinger and Ms. Lora Gatewood
5801 Sweeney Cr. #1
Austin, Texas 78723

RE: License Agreement

Dear Mr. Bellinger and Ms. Gatewood:

Enclosed for your files is the fully executed original license agreement between Travis County and yourselves for the shoeshine operation at the Blackwell-Thurman Criminal Justice Center. The effective date of the agreement is August 16, 2011. Please remember that your first quarterly fee payment is due within 90 days of this effective day. We wish you well with this business enterprise and hope you prosper.

Thank you for your assistance in the development and approval of this new license agreement. If you have any questions, please contact me directly at 854-4772.

Sincerely,

A handwritten signature in cursive script that reads "John F. Carr".

John F. Carr
Administrative Director

Attachment:

License Agreement for Shoeshine Service at CJC

Copy To: Tenley Aldredge, Assistant County Attorney (electronic cc)
Tracy Leblanc, Auditor's Office (electronic cc)
Kapp Schwebke, Auditor's Office (electronic cc)
Amy Draper, CPA., Facilities Management (electronic cc)

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Dwight Bellinger and Lora Gatewood, individuals residing in Travis County, Texas (collectively, "Licensee").

WITNESSETH

County is the owner of the Blackwell-Thurman Criminal Justice Center ("CJC") located at 509 West 11th Street, Austin, Texas (the "Property"); and

Licensee desires to enter upon and exercise certain rights and privileges in the Property in conjunction with the operation of a shoeshine stand from which Licensee will provide shoeshine services for a fee; and

County has determined that Licensee's requested use will provide a convenience to the public and to County employees doing business in or in the vicinity of the Property, and County desires to grant the requested license subject to the terms and conditions and for the purpose set forth in this Agreement; and

Licensee fully understands both the historical significance and the security considerations of the Property and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the Property during Licensee's use.

County and Licensee, in consideration of the mutual promises expressed and the compensation agreed to be paid in this Agreement, covenant and agree to and with each other as follows:

1.0 GRANT OF LICENSE

1.1 County grants a license to Licensee to enter upon and use a designated area (the "Licensed Area") within the Property lobby for the purpose of operating a portable shoeshine stand from which Licensee will provide shoeshine services (the "Licensed Use"). The location of the shoeshine stand will be approved, in writing, by the Director of the Travis County Facilities Management Department (the "Director") prior to commencement of the licensed operations.

1.2 The License includes the right to bring onto the Licensed Area and to utilize thereon personnel, personal property, materials and equipment necessary or incidental to the operation of shoeshine services during the term of the License.

1.3 Licensee agrees to make no structural changes to any portion of the Licensed Area. However, the License allows for superficial preparation to be made to the Licensed Area to facilitate Licensee's shoeshine operations. Licensee agrees to leave the Licensed Area in the same and as good a condition as when it was received, normal wear and tear excepted, as determined by existing County policy.

1.4 Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal courthouse business for the duration of the License Term. Disregard of courthouse staff requests to reduce the amount of noise or other disturbance caused by Licensee's activities may be grounds for revocation of the License.

1.6 Licensee acknowledges and agrees that Licensee will be solely responsible at all times for the actions and the safety of those persons entering upon and utilizing the Licensed Area under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

2.0 TERM OF LICENSE

2.1 The License will commence upon the Effective Date of this Agreement and will continue in full force and effect for one (1) year (the "License Term"). Licensee is granted permission to enter and use the Licensed Area between the hours of 8:00 a.m. and 5:00 p.m. (the "Hours of Operation").

2.2 County, at its sole option, may extend this Agreement for up to two (2) additional one-year periods (each an "Option to Extend"), during which all provisions will remain unchanged and in full force except for the termination date. To be effective, County must exercise an Option to Extend in writing at least thirty (30) days prior to the expiration of the immediately preceding one-year term.

3.0 PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, and to cover County's administrative, utilities and related costs Licensee will pay to Travis County a license fee (the "License Fee") in the amount of ONE HUNDRED AND NO/100 (\$100.00) per month (or \$1,200 per year), payable quarterly in four annual installments of \$300.00. The first License Fee payment will be due and payable on or before three (3) months following the Effective Date of this Agreement; the second License Fee payment will be due and payable on or before six (6) months from the Effective Date, and subsequent annual

payments payable on a similar schedule, every three months. If County exercises one or more Options to Extend, the License Fee for such extension periods will be due and payable on the same payment schedule (every three months, four times per year).

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

4.0 LICENSEE OBLIGATIONS WITH RESPECT TO OPERATIONS

4.1 Licensee will provide all personnel, equipment, materials, site preparation, insurance and all other items normally required to perform the Services.

4.2 Licensee will perform the shoeshine services in an efficient and orderly manner customary in similar operations, and endeavor to employ only persons who are suitable in appearance, manner, and character for the Licensed Use. All Licensee's relations with the public in the Licensed Area are subject to the review and approval of the Commissioners Court. The Director, or his designee, and the Travis County Sheriff, or his designee, will have the right to require Licensee to dismiss from the Licensed Area any employees of Licensee whose conduct or dress is improper, inappropriate or offensive; and such employees will not be employed again in the Licensed Area by Licensee without the written consent of the Commissioners Court.

4.3 Licensee will emphasize the cleanliness of the shoeshine operation and quality of the services offered. Licensee shall clear all rubbish, filth, and refuse from the Licensed Area and place that material in garbage containers of adequate size and design to prevent disruption of traffic flow and to promote an attractive, clean appearance.

4.4 Licensee will, at its own expense, display a list of prices for all services offered in a conspicuous place in the way normally practiced by the trade for the type and quality of the shoeshine services.

5.0 SMOKING

5.1 NO SMOKING IS PERMITTED IN THE CJC AT ANY TIME. LICENSEE AGREES NOT TO USE ANY EQUIPMENT OR MATERIAL THAT IS INTENDED TO PRODUCE AN OPEN FLAME.

6.0 PERMITS

6.1 Licensee will be solely responsible for the costs and the securing of any permits, licenses or other authorizations required by the City of Austin or other local

governmental entities for use of the Licensed Area under this Agreement. All taxes, excise or license fees of every kind and character, on account of the Licensed Use or on account of the ownership of Licensee's property imposed by Federal, State, County or City government, shall be paid by Licensee.

6.2 Licensee will comply with Federal, State, County and City regulations, laws and ordinances that in any manner affect Licensee's operations. Any violation of said statutes, rules, regulations or ordinances will constitute a material breach of this Agreement and shall entitle County to terminate this Agreement immediately upon delivery of written notice to the Commissioners Court.

6.3 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE LICENSED AREA PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE LICENSED AREA AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY COUNTY. LICENSEE AGREES TO ACCEPT THE LICENSED AREA "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST COUNTY (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE LICENSED AREA OR TO ANY HAZARDOUS MATERIALS IN THE LICENSED AREA. COUNTY WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE LICENSED AREA, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE LICENSED AREA AS PROVIDED FOR IN THIS AGREEMENT IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY COUNTY AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE IS AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN COUNTY AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR SUITABILITY OF THE PROPERTY.

7.0 USE AND REPAIRS

7.1 Licensee will not use the Property for any purpose other than that set forth herein. Further, Licensee will repair or replace any damage to the Property caused by Licensee.

8.0 CONTROL OF TRAVIS COUNTY

8.1 Licensee must at all times obey the direction and commands of the Travis County Sheriff and the Director, or their designated representatives, while on or in the vicinity of the Licensed Area.

8.2 Any disregard of the directions, restrictions, rules or regulations referenced in this Section will be grounds for immediate revocation of the License granted hereunder.

9.0 INDEMNIFICATION

9.1 LICENSEE AGREES TO AND WILL INDEMNIFY, SAVE AND HOLD HARMLESS, AND DEFEND COUNTY, ITS AGENTS, OFFICIALS AND EMPLOYEES FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEYS FEES, OR EXPENSES OF WHATEVER TYPE OR NATURE FOR PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE, ARISING IN WHOLE OR IN PART OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS OR EMPLOYEES, ARISING OUT OF IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE LICENSED AREA FOR WHICH A CLAIM, INCLUDING ATTORNEYS FEES, DEMAND, SUIT OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSEE OR COUNTY.

9.2 Licensee will not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by County, or any governmental authority) does or may pollute or contaminate the same, or may adversely affect (i) health, welfare, or safety of persons, whether located on the Property or elsewhere, or (ii) the condition, use or enjoyment of the building or any other real or personal property. Licensee must immediately notify County of any release of any Hazardous Material on or near the Property whether or not such release is in a quantity that would otherwise be reportable to a public agency and must also comply with the notification requirements of any applicable state, local, or federal law or regulation.

10.0 INSURANCE

9.1 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with minimum bodily injury and property damage limits of \$100,000 per occurrence and \$1,000,000 in the aggregate or a Combined Single Limit of \$500,000 with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit "B"** and made a part hereof.

11.0 TERMINATION

11.1 Termination for Default. Failure by either party to perform any provisions of this Agreement will constitute a breach of this Agreement. Either party may require corrective action within ten (10) business days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) business days will constitute a default. The defaulting party will be given a ten (10) business day period within which to show cause why this Agreement should not be terminated for default. The Commissioners Court may take whatever action as its interest may appear, resulting from such notice.

11.2 Termination for Convenience. County reserves the right to terminate this Agreement upon ten (10) days written notice for any reason deemed by the Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

12.0 NON-ASSIGNMENT OF RIGHTS

12.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County.

13.0 AMENDMENTS

13.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS EXPRESSLY ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

14.0 SAFETY

14.1 County reserves the right to prohibit persons from entering or otherwise using the Licensed Area or the Property at any time safety may be a concern.

15.0 NON-WAIVER AND RESERVATION OF RIGHTS

15.1 No act or omission by County may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement will not be construed as a waiver of that right or privilege.

15.2 All rights of County under this Agreement are specifically reserved and any act or omission will not impair or prejudice any remedy or right of County under it. Any

right or remedy stated in this Agreement will not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

16.0 SUPERVISION AND INSPECTION

16.1 County may maintain a continuing evaluation of Licensee's operations to ensure that Licensee is complying with all provisions of this Agreement. This evaluation may include the quality of the service rendered, the prices charged to the public, the nature and quality of the merchandise offered for sale to the public, the neatness of the area in which Licensee will conduct the shoeshine operations, and the non-discrimination practices of Licensee in relation to both employment and service to the public.

17.0 RELATIONSHIP OF PARTIES

17.1 It is expressly understood that this Agreement is solely intended to create the relationship of independent contractors between County and Licensee. County will exercise no supervision or control over the employees of Licensee, or others in the service of Licensee; and County will provide no special services other than those specifically mentioned herein. Nothing contained in this Agreement will be deemed or construed to create a partnership or joint venture between County and Licensee, or cause County to be liable in any way for the debts and obligations of Licensee.

18.0 NO PREFERENTIAL RIGHT

18.1 This Agreement does not prohibit or curtail operations conducted on the Property or in the Licensed Area by other concessionaires now authorized or to be authorized in the future by County to provide any other service.

19.0 FORCE MAJEURE

19.1 In the event that County, due to conditions beyond its control, such as damage caused by fire, flood, tornado, windstorm, vandalism, civil tumult, riots, or any other act over which County has no control, should find it impossible to make available the Licensed Area as provided in this Agreement, County may cancel this Agreement and will have no other liability to Licensee on account of such cancellation, including without limitation any recovery by Licensee for lost profits anticipated to be made hereunder.

20.0 VENUE AND CHOICE OF LAW

20.1 The obligations and undertakings of each of the parties to this Agreement are performable in Travis County, Texas, and this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

21.0 NOTICES

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

21.2 Licensee Address. The address of Licensee for all purposes under this Agreement is:

Ms. Lora Gatewood
Mr. Dwight Bellinger
5801 Sweeney Cr. #1
Austin, Texas 78723
(512) 709-0216

21.3 Licensor Address. The address of Licensor for all purposes and all notices under this Agreement is:

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

21.4 Change of Address. Each Party may change the address for notice to it by giving notice of the change in compliance with this Section.

22.0 MEDIATION

22.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation

will remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

23.0 SEVERABILITY

23.1 If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it will remain valid and binding.

24.0 SUCCESSORS BOUND

24.1 This Agreement will be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party.

25.0 ENTIRETY OF AGREEMENT

25.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representatives, or agreements either oral or written.

County and Licensee have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

TRAVIS COUNTY, TEXAS:

By: Samuel T. Biscoe
Samuel T. Biscoe
Travis County Judge

Date: 8-16-11

LICENSEE:

By: Dwight Bellinger
Dwight Bellinger

Date: 8-8-11

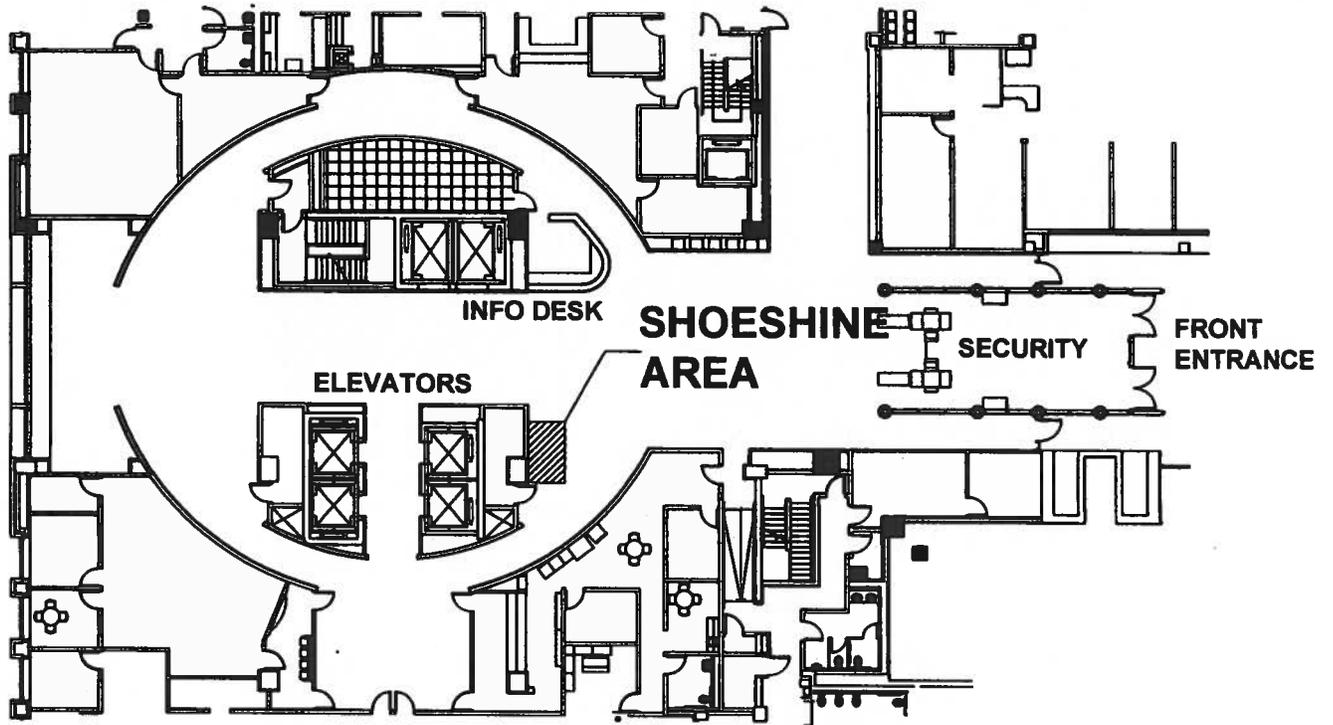
AND

By: Lora Gatewood
Lora Gatewood

Date: 8-8-11

Exhibit A

Licensed Area in CJC



FIRST FLOOR PLAN (PARTIAL)
BLACKWELL-THURMAN CRIMINAL JUSTICE CENTER
NOT TO SCALE



EXHIBIT 'A'

**Exhibit B
Insurance Certificate
(attached)**

SPECTRUM POLICY DECLARATIONS (Continued)

POLICY NUMBER: 65 SBM TB3454

BUSINESS LIABILITY	LIMITS OF INSURANCE
LIABILITY AND MEDICAL EXPENSES	\$1,000,000
MEDICAL EXPENSES - ANY ONE PERSON	\$ 10,000
PERSONAL AND ADVERTISING INJURY	\$1,000,000
DAMAGES TO PREMISES RENTED TO YOU ANY ONE PREMISES	\$1,000,000
AGGREGATE LIMITS	
PRODUCTS-COMPLETED OPERATIONS	\$2,000,000
GENERAL AGGREGATE	\$2,000,000
EMPLOYMENT PRACTICES LIABILITY	
COVERAGE: FORM SS 09 01	
EACH CLAIM LIMIT	\$ 10,000
DEDUCTIBLE - EACH CLAIM LIMIT	
NOT APPLICABLE	
AGGREGATE LIMIT	\$ 10,000
RETROACTIVE DATE: 08012011	

This Employment Practices Liability Coverage contains claims made coverage. Except as may be otherwise provided herein, specified coverages of this insurance are limited generally to liability for injuries for which claims are first made against the insured while the insurance is in force. Please read and review the insurance carefully and discuss the coverage with your Hartford Agent or Broker.

The Limits of Insurance stated in this Declarations will be reduced, and may be completely exhausted, by the payment of "defense expense" and, in such event, The Company will not be obligated to pay any further "defense expense" or sums which the insured is or may become legally obligated to pay as "damages".

**BUSINESS LIABILITY OPTIONAL
COVERAGES**

**CYBERFLEX COVERAGE
FORM SS 40 26**

46366
*2100065TB34540101



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Pete Baldwin/512-974-0472

Elected/Appointed Official/Dept. Head: Danny Hobby, Executive Manager Emergency Services

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and Take Appropriate Action on the Memorandum of Agreement between the Travis County Office of Emergency Management and the Federal Emergency Management Agency Integrated Public Alert and Warning System (IPAWS) Program Management Office.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

IPAWS is an open communications platform for emergency networks that allows governmental entities to issue warnings and alerts when there is eminent threat of danger to people or property. The alerts are sent out using the Regional Notification System (RNS) that Travis County participates in with the other nine counties in the Capital Area Planning Council of Governments. While the RNS relies on the 911 Public Safety Data Base (land lines) and the self-registered cell phone data base, IPAWS messages are distributed through several delivery systems. Those delivery systems include the Emergency Alert System, Commercial Mobile Alert System (CMAS)/Wireless Emergency Alerts (WEA), available internet services including web sites and social media and the National Oceanic and Atmospheric Administration's HazCollect system. These are all important delivery systems when attempting to provide timely messages for the safety of residents. The CMAS/WEA function allows a text message to be sent to cell phones with the capability of receiving these alerts. Nearly all of the major carriers provide this function. In order to use IPAWS a Memorandum of Agreement must be approved for Travis County to become a certified user. The authorized users within Travis County will be required to take an on line course and pass an exam. The Travis County Sheriff's Office Dispatch will be the primary point of contact for issuing IPAWS alerts with the Office of Emergency Management being the back

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.

up. The TCSO Dispatch currently is the point of contact for other warning issued in Travis County.

STAFF RECOMMENDATIONS: The Department of Emergency Services recommends approval of the memorandum of agreement

ISSUES AND OPPORTUNITIES: The use of IPAWS provides another valuable tool in trying to protect residents and their property. We continue to urge residents to be aware of their situation and be prepared to take action in order to protect themselves and their families.

FISCAL IMPACT AND SOURCE OF FUNDING: There is no cost to Travis County for becoming certified and using IPAWS.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney

Danny Hobby, Executive Manager Emergency Services

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.

**Memorandum of Agreement
between the
Travis County Office of Emergency Management
and the**



**Federal Emergency Management Agency
Integrated Public Alert and Warning System
(IPAWS) Program Management Office**

**Regarding the use of:
Travis County Office of Emergency Management
Interoperable System(s)
and
IPAWS OPEN Platform for Emergency Networks
(IPAWS-OPEN)**

Version 1.0

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MEMORANDUM OF AGREEMENT

SUPERSEDES: None

INTRODUCTION

The purpose of this memorandum is to establish a management agreement between the Travis County Office of Emergency Management hereinafter referred to as the Collaborative Operating Group (COG), and the Federal Emergency Management Agency (FEMA) IPAWS Division regarding the utilization and security of Travis County Office of Emergency Management Interoperable System(s) (as shown in Appendix A), which interoperate with the IPAWS Open Platform for Emergency Networks (IPAWS-OPEN). The expected benefit is to enable information interoperability across emergency response organizations and systems as intended by the IPAWS Initiative.

This agreement will govern the relationship between the Collaborative Operating Group and FEMA, including designated managerial and technical staff and system users associated with the aforementioned COG. As indicated within the terms of this agreement, both parties agree to allow system interoperability through the use of SOAP over HTTPS via the public internet. Under this agreement, no direct or networked connection using VPN (or equivalent technology) between the systems named in Appendix A and IPAWS-OPEN is allowed. In the event a direct connection is required, an Interconnection Security Agreement must be executed.

AUTHORITY

The authority for this agreement is based on the Communications Act of 1934, as amended (47 U.S.C § 606) and the implementation of regulation 47 C.F.R § 11 which establishes the statutory basis under which the FEMA IPAWS Program operates emergency alerting systems. In addition, Executive Order 13407 of June 26, 2006, Public Alert and Warning System Executive Order states, "It is the policy of the United States to have an effective, reliable, integrated, flexible, and comprehensive system to alert and warn the American people... establish or adopt, as appropriate, common alerting and warning protocols, standards, terminology, and operating procedures for the public alert and warning system to enable interoperability and the secure delivery of coordinated messages to the American people". In response, FEMA established the IPAWS Program Management Office (PMO) in April 2007.

BACKGROUND

It is the intent of both parties to this agreement to establish and utilize a standardized web based application interface (as defined by the IPAWS-OPEN Web Service Interface Design Guidance) between the information technology (IT) systems shown below to facilitate the exchange of emergency messages within the production environment. The testing of the interoperability of these systems has been performed through the use of FEMA's Test and Development environment to ensure the transference and receipt of emergency messages using approved messaging standards. The interoperability between these systems is supported by the use of SOAP over HTTPS via the public internet.

COMMUNICATIONS

Frequent formal communications are essential to ensure the successful management and operation of system interoperability. Both parties agree to maintain open lines of communication between designated staff (as indicated in Appendix B) at both the managerial and technical levels. All communications described herein must be conducted in writing and may be disseminated by electronic means unless otherwise noted.

The owners of the respective systems agree to designate and provide contact information for technical leads for their respective systems, and to facilitate direct contacts between technical leads to support the management and operation of system interoperability. To safeguard the confidentiality, integrity, and availability of the systems and the data they store, process, and transmit, both parties agree to provide notice of specific events within the timeframes indicated below:

- **Security Incidents:** Technical, administrative and/or help desk staff will immediately notify their designated counterparts by telephone or e-mail when a security incident(s) is detected and/or a violation of the Rules of Behavior (see Appendix C) has been identified. Both parties agree to make the appropriate technical and administrative individuals available for all necessary inquiries and/or

investigations. Containment and/or resolution procedures will be documented by the identifying party and after action reports generated and submitted to the system owner and/or designated security officials within five (5) business days after detection of the incident(s).

- **Disasters and Other Contingencies:** The FEMA IPAWS Program Office will notify the COG by telephone, e-mail or other acceptable means in the event of a disaster or other contingency that disrupts the normal operation of IPAWS-OPEN.
- **System Interconnections:** This MOA is intended for systems interoperating with IPAWS OPEN using SOAP over HTTPS via the public Internet. If in the future, an interconnection (i.e. dedicated system-to-system connection) is required to IPAWS-OPEN, this MOA must be updated and an Interconnection Security Agreement (ISA) must be executed. If a change in status from interoperating to interconnected system is required, the initiating party will notify the other party at least 3 months before the planned interconnection is to be in place.
- **Discontinuation of Use:** In the event the use of IPAWS-OPEN is no longer required, the COG agrees to immediately notify, in writing, the FEMA IPAWS Program Office at which time the COGID and associated access credentials will be deactivated.
- **Personnel Changes:** Both parties agree to provide notification of changes to their respective system owner or technical lead. In addition, both parties will provide notification of any changes in the point of contact information provided in Appendix B. All relevant personnel changes and changes to contact information must be provided within 5 business days of the change.

TYPE OF INTERCONNECTIVITY

Both parties agree that the COG will utilize only the assigned COGID, associated credentials and digital certificates provided by the FEMA IPAWS Program Office to support interoperability between the system(s) listed in Appendix A and IPAWS OPEN. In addition, all interoperable systems must be configured to interface with IPAWS-OPEN over the public Internet using only approved web service standards and associated requirements. A listing of approved web service standards and supporting requirements can be obtained from the IPAWS-OPEN Web Service Interface Design Guidance document.

In the event, a dedicated connection is required, both parties will agree to negotiate and execute an Interconnection Security Agreement (ISA) as required per Department of Homeland Security (DHS) policy which must be signed by all required parties before the interconnection is activated. Proposed changes to either system that affect system interoperability will be reviewed and evaluated to determine the potential impact. If the proposed changes impact the agreed upon terms, the MOA will be renegotiated and executed before changes are implemented.

SECURITY

To ensure the joint security of the systems and the message data they store, process, and transmit, both parties agree to adhere to and enforce the Rules of Behavior (as specified in Appendix C). In addition, both parties agree to the following:

- Ensure authorized users accessing the interoperable system(s) receive, agree to abide by and sign (electronically or in paper form) the IPAWS-OPEN Rules of Behavior as specified in Appendix C. Each jurisdiction is responsible for keeping the signed Rules of Behavior on file or stored electronically for each system user.
- Utilize FEMA approved PKI certificates to digitally sign messages as they are transported over the public Internet.
- Certify that its respective system is designed, managed and operated in compliance with all relevant federal laws, regulations, and policies.
- Document and maintain jurisdictional and/or system specific security policies and procedures and produce such documentation in response to official inquiries and/or requests.
- Provide physical security and system environmental safeguards for devices supporting system interoperability with IPAWS-OPEN.

- Ensure physical and logical access to the respective systems as well as knowledge of the COGID and associated access criteria are only granted to properly vetted and approved entities or individuals.
- Where applicable, ensure that only individuals who have successfully completed FEMA-required training can utilize the interoperable systems to issue alerts and warnings intended for distribution to the public.
- Where applicable, document and maintain records of successful completion of FEMA-required training and produce such documentation in response to official inquiries and/or requests.

COST CONSIDERATIONS

This agreement does not authorize financial expenditures by the COG on behalf of FEMA. The FEMA – IPAWS Division is responsible for the costs associated with developing, operating and maintaining the availability of the IPAWS-OPEN system. The COG is responsible for all costs related to providing their users with access to IPAWS-OPEN via the public Internet. These costs may include hardware, software, monthly Internet charges, completion of security awareness training and other related jurisdictional costs.

PROPERTY OWNERSHIP

Each Party agrees and acknowledges that nothing in this Agreement shall be construed as giving a party any proprietary rights in or to the intellectual property of the other party. Each Party further agrees that nothing in this Agreement shall be construed as creating or granting to a party any implied or express license in or to the intellectual property of the other party.

TIMELINE

This agreement will remain in effect based on the life of the Authority to Operate (ATO) for IPAWS-OPEN or a maximum of three (3) years after the last date on either signature in the signature block below. Upon expiration of the IPAWS-OPEN ATO or after three (3) years (whichever comes first), this agreement will expire without further action and system access privileges will be revoked. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. This newly signed agreement supersedes all earlier agreements, which should be referenced above by title and date. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days' advanced notice or in the event of a security incident that necessitates an immediate response.

SIGNATORY AUTHORITY

I agree to the terms of this Memorandum of Agreement. Noncompliance on the part of either organization or its users or contractors concerning the policies, standards, and procedures explained herein may result in the immediate termination of this agreement.

**Travis County Office of Emergency Management
Official**

**Name: Samuel T. Biscoe
Title: Travis County Judge**

**Federal Emergency Management Agency
IPAWS OPEN System Owner**

**Name: Mark A. Lucero
Title: Chief, IPAWS Engineering**

X

(Signature Date)
**Travis County Office of Emergency Management
5501 Airport Boulevard
Austin, TX 78751**

(Signature Date)
**Attn: IPAWS-OPEN System Owner, Suite 506
Federal Emergency Management Agency
500 C Street SW
Washington, D.C. 20472-0001**

FEMA Authorizing Official or Designee

FEMA CISO or Deputy CISO

(Signature Date)

(Signature Date)

Appendix A

Listing of Interoperable Systems

IPAWS recognizes that Emergency Management organizations may utilize multiple tools to facilitate the emergency management process. As a result, jurisdictions may need to interoperate with IPAWS-OPEN using more than one system. In order to comply with DHS policy, all systems interoperating with IPAWS-OPEN must be documented and supported by a Memorandum of Agreement. As a result this appendix must be completed to identify all systems associated with the COG and used for interoperating with IPAWS-OPEN. This Appendix must be amended as applicable systems are added or removed from operations.

- **IPAWS-OPEN**

Function:	IPAWS-OPEN is the backbone system that structures the alert and distributes the message from one interoperating and/or interconnected system (message sender) to another interoperating and/or interconnected system (message recipient).
Location:	FEMA Emergency Operations Center
Description of data, including sensitivity or classification level:	Messaging data is considered Sensitive But Unclassified (SBU) information and does not contain Personally Identifiable Information (PII), Financial data, Law Enforcement Sensitive Information or classified information. Each message that flows through the IPAWS-OPEN system will be associated to a specifically assigned system User ID and COGID as captured within the message elements. This information will be retained in system logs.

The systems listed below are managed and operated by the COG and are subject to the terms defined within the Memorandum of Agreement including the Rules of Behavior in Appendix C. Each interoperable system will be assigned unique authentication credentials, which must be protected by the COG. In the event these credentials are compromised, the COG is expected to immediately contact the IPAWS Program Management Office. The systems listed below are only allowed to interoperate with IPAWS-OPEN based on the criteria set forth within the IPAWS-OPEN Web Service Interface Design Guidance.

- **FirstCall Emergency Notification System(FirstCall)**

Function:	Next generation emergency alerting and notification system
Location:	Baton Rouge, LA; Atlanta, GA; Fort Worth, TX
Description of data, including sensitivity or classification level:	COTS FOUO Public data associated with E911 system

**Add additional tables as needed.*

Appendix B

COG Point of Contact Information

Designated COG Primary Point of Contact:

Name: Chris Wallace

Title: Dispatch Specialist Office Manager, Sr.

Business Email Address: chris.wallace@co.travis.tx.us

Primary Phone Number: 512-974-0811

Alternate Phone Number:

Organization: Travis County Sheriff's Office

Mailing Address: 5501 Airport Boulevard, Austin, TX 78751

Designated Alternate Point of Contact:

Name: Douglas (Pete) R Baldwin

Title: Emergency Management Coordinator

Business Email Address: pete.baldwin@co.travis.tx.us

Primary Phone Number: 512-974-0472

Alternate Phone Number:

Organization: Travis County Office of Emergency Management

Mailing Address: 5501 Airport Boulevard, Austin, TX 78751

Designated Technical Point of Contact:

Name: Aisha Henderson

Title: Regional Technical Communications Coordinator

Business Email Address: ahenderson@capcog.us

Primary Phone Number: 512-916-6013

Alternate Phone Number:

Organization: Capital Area Council of Governments

Mailing Address: 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744

FEMA: Integrated Public Alert and Warning System Open Platform for Emergency Networks (IPAWS-OPEN)

Contact Name	Contact Number	Email Address	Summary of System Responsibilities
Adrian R. Gardner	202-646-3006	Adrian.Gardner@fema.dhs.gov	Chief Information Officer, FEMA
Donna Bennett	202-646-3785	Donna.Bennett@fema.dhs.gov	Chief Information Security Officer
Mark Lucero	202-646-1386	Mark.Lucero@fema.gov	System Owner
Gary Ham	703-899-6241	Gary.Ham@associates.dhs.gov	FEMA PMO - IPAWS-OPEN
Eric Caldwell	202-646-3109	Eric.Caldwell@associates.dhs.gov	FEMA ISSO - IPAWS-OPEN
Neil Bourgeois	703-732-6331	Neil.Bourgeois@associates.dhs.gov	FEMA-EADIS IPAWS-OPEN Tech Lead

Appendix C

IPAWS-OPEN Rules of Behavior

1.0 INTRODUCTION

The following rules of behavior apply to all persons with application access to Travis County Office of Emergency Management Interoperable System(s) and/or who have been issued a COGID with associated credentials for IPAWS-OPEN. These individuals shall be held accountable for their actions related to the information resources entrusted to them and must comply with the following rules or risk losing their access privileges. The Rules of Behavior apply to users on official travel as well as at their primary workplace (e.g., Emergency Operations Center – EOC) and at any alternative workplace (e.g., telecommuting from a remote or satellite site) using any electronic device including laptop computers and portable electronic devices (PED's). PED's include personal digital assistants (PDA's) (e.g. Palm Pilots), cell phones, text messaging systems (e.g., Blackberry), and plug-in and wireless peripherals that employ removable media (e.g. CDs, DVDs, etc.). PEDs also encompass USB flash memory (thumb) drives, external drives, and diskettes. These Rules of Behavior are consistent with existing DHS policies and DHS Information Technology (IT) Security directives and are intended to enhance the awareness of each user's responsibilities regarding accessing, storing, receiving and/or transmitting information using IPAWS-OPEN.

2.0 APPLICATION RULES

2.1 Official Use

- IPAWS-OPEN is a Federal application to be used only in the performance of the user's official duties in support of public safety as described in the National Incident Management System (NIMS).
- The use of the IPAWS-OPEN for unauthorized activities is prohibited and could result in verbal or written warning, loss of access rights, and/or criminal or civil prosecution.
- By utilizing IPAWS-OPEN, the user of the interoperable system(s) consents to allow system monitoring to ensure appropriate usage for public safety is being observed.
- EMA's will be held accountable for safeguarding all configuration items and information entrusted to them by FEMA. EMA's are expected to manage the relationship with supporting vendors, consultants and any other entities providing system support on their behalf. In addition, EMA's will be held accountable in the event of a security breach or disclosure of sensitive configuration information such as digital certificates. Each EMA understands that the use of digital signatures used on behalf of the EMA is binding for the EMA and EMA's will be held accountable accordingly. In the event sensitive information is mishandled, utilization of IPAWS-OPEN may be immediately revoked.
- If software interoperating with IPAWS-OPEN enables users to geo-target public alert messages by means of geospatial polygons or circles, then the user shall restrict any such geospatial boundaries so as to remain within the geographical limits of their public warning authority (or as near as possible), as determined by applicable state and/or local laws and duly adopted operational plans.

2.2 Access Security

- All Email addresses provided in connection with interoperable system(s) user accounts must be associated to an approved email account assigned by the user's emergency management organization. The use of personal email accounts to support emergency messaging through IPAWS-OPEN is prohibited.
- Upon approval of the MOA by FEMA, a COG account with COGID and Digital Certificate will be created and issued to the designated technical representative. All individuals with knowledge of these credentials must not share or alter these authentication mechanisms without explicit approval from IPAWS.
- Every interoperable system user is responsible for remote access security as it relates to their use of IPAWS-OPEN and shall abide by these Rules of Behavior.

2.3 Interoperable System User Accounts and Passwords

- All users must have a discrete user account ID which cannot be the user's social security number. To protect against unauthorized access, passwords linked to the user ID are used to identify and authenticate authorized users.
- Accounts and passwords shall not be transferred or shared. The sharing of both a user ID and associated password with anyone (including administrators) is prohibited.
- Accounts and passwords shall be protected from disclosure and writing passwords down or electronically storing them on a medium that is accessible by others is prohibited.
- The selection of passwords must be complex and include:
 - At least eight characters in length
 - At least two (02) upper case and two (02) lower case letters
 - At least two (02) numbers and one (01) special character.
- Passwords must not contain names, repetitive patterns, dictionary words, product names, personal identifying information (e.g., birthdates, SSN, phone number), and must not be the same as the user ID.
- Users are required to change their passwords at least once every 90 days.
- Passwords must be promptly changed whenever a compromise of a password is known or suspected.

2.4 Integrity Controls & Data Protection

- All computer workstations accessing IPAWS-OPEN must be protected by up-to-date anti-virus software. Virus scans must be performed on a periodic basis and when notified by the anti-virus software.
- Users accessing interoperable system(s) to utilize IPAWS-OPEN must:
 - Physically protect computing devices such as laptops, PEDs, blackberry devices, smartphones, etc;
 - Protect sensitive data sent to or received from IPAWS-OPEN;
 - Not use peer-to-peer (P2P) file sharing, which can provide a mechanism for the spreading of viruses and put sensitive information at risk;
 - Not program computing devices with automatic sign-on sequences, passwords or access credentials when utilizing IPAWS-OPEN.

Users may not provide personal or official IPAWS-OPEN information solicited by e-mail. If e-mail messages are received from any source requesting personal information or asking to verify accounts or other authentication credentials, immediately report this and provide the questionable e-mail to the Local System Administrator and/or the Travis County Office of Emergency Management Help Desk.

- Only devices officially issued through or approved by DHS, FEMA and/or approved emergency management organizations are authorized for use to interoperate with IPAWS-OPEN and use of personal devices to access and/or store IPAWS-OPEN data and information is prohibited.
- If a Blackberry, smartphone or other PED is used to access the interoperable system(s) to utilize IPAWS-OPEN, the device must be password protected and configured to timeout or lock after 10 minutes of inactivity.
- If sensitive information is processed, stored, or transmitted on wireless devices, it must be encrypted using approved encryption methods.

2.5 System Access Agreement

- I understand that I am given access to the interoperable system(s) and IPAWS-OPEN to perform my official duties.
- I will not attempt to access data, information or applications I am not authorized to access nor bypass access control measures.
- I will not provide or knowingly allow other individuals to use my account credentials to access the interoperable system(s) and IPAWS-OPEN.
- To prevent and deter others from gaining unauthorized access to sensitive resources, I will log off or lock my computer workstation or will use a password-protected screensaver whenever I step away from my work area, even for a short time and I will log off when I leave for the day.
- To prevent others from obtaining my password via "shoulder surfing", I will shield my keyboard from view as I enter my password.
- I will not engage in, encourage, or conceal any hacking or cracking, denial of service, unauthorized tampering, or unauthorized attempted use of (or deliberate disruption of) any data or component within the interoperable system(s) and IPAWS-OPEN.
- I agree to inform my Local System Administrator when access to the interoperable system(s) and/or IPAWS-OPEN is no longer required.
- I agree that I have completed Computer Security Awareness training prior to my initial access to the interoperable system(s) and IPAWS-OPEN and that as long as I have continued access, I will complete Computer Security Awareness training on an annual basis.

2.6 Accountability

- I understand that I have no expectation of privacy while using any services or programs interoperating with IPAWS-OPEN.
- I understand that I will be held accountable for my actions while accessing and using interoperable system(s) and IPAWS-OPEN, including any other connected systems and IT resources.
- I understand it is my responsibility to protect sensitive information from disclosure to unauthorized persons or groups.
- I understand that I must comply with all software copyrights and licenses pertaining to the use of IPAWS-OPEN.

2.7 Incident Reporting

- I will promptly report IT security incidents, or any incidents of suspected fraud, waste or misuse of systems to the Local System Administrator and/or the Travis County Office of Emergency Management Help Desk.

3.0 IPAWS-OPEN Rules of Behavior Statement of Acknowledgement

I have read and agree to comply with the requirements of these Rules of Behavior. I understand that the terms of this agreement are a condition of my initial and continued access to Travis County Office of Emergency Management Interoperable System(s) and IPAWS-OPEN and related services and that if I fail to abide by the terms of these Rules of Behavior, my access to any and all IPAWS-OPEN information systems may be terminated and I may be subject to criminal or civil prosecution. I have read and presently understand the above conditions and restrictions concerning my access.

Name (Print): _____

Signature: _____ Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Danny Hobby, 854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON MEMORANDUM OF UNDERSTANDING BETWEEN THE TEXAS A&M ENGINEERING EXTENSION SERVICE AND TEXAS TASK FORCE ONE MEMBER AND THE PARTICIPATING AGENCY/EMPLOYER FOR THE FOLLOWING TRAVIS COUNTY STAR FLIGHT STAFF:

1. Taylor Petty
2. Craig Hilzendager
3. Erick Ullman

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On April 21, 2009, Travis County and the Texas A&M Engineering Extension Service ("TEEX") entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on this agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its STAR Flight employees and their search and rescue capabilities that is not readily available elsewhere.

This MOU is currently only for personnel and does not include use of aircraft.

STAFF RECOMMENDATIONS:

STAR Flight and Emergency Services recommend approval of this request.

ISSUES AND OPPORTUNITIES: Staff feels this request will assist in providing the best search and rescue services for emergency events throughout the state.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact since TEEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office, 854-9567

Alan Miller, PBO, 854-9726

Kapp Schwebke, Auditor's Office, 854-6628

Toby Fariss, Emergency Services, 854-4762



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

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

MEMORANDUM

To: Travis County Commissioners Court

Through: Danny Hobby, County Executive, Emergency Services 

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

Date: September 9, 2014

Subject: Texas A&M Engineering Extension Service (TEEX) MOU

On April 21, 2009, Travis County and TEEX entered into a MOU for the purposes of Urban Search and Rescue activities. These activities are provided at the request of the State of Texas and/or the Federal Government provided at the option of the participating agency/employer and the employee. These activities may be in conjunction with or in preparation of a state or federal declared disaster.

This request is to add STAR Flight personnel who need to be covered by the MOU. See attached MOU and sample signature approval page. Personnel included in this request are listed on the agenda cover sheet and their signature pages are in individual folders in the Judge's Office.

Travis County offers unique capability with its **STAR Flight** employees and their search and rescue capabilities that is not readily available elsewhere. This MOU is currently only for personnel and does not include use of aircraft.

Upon receipt of activation the **STAR Flight** management team will assess the threat to Central Texas/Travis County, available personnel and TEEX request. We will maintain sufficient resources to cover both **STAR Flight** aircraft 24/7 should the need arise. Excess personnel may be deployed to TEEX at their discretion.

Under the terms of the MOU, TEEX covers the employee cost while deployed and any overtime cost associated with covering the deployed personnel.

We feel this program is good for the citizens of Texas during times of disasters and offers potentially life saving services that might not otherwise be available. We get to apply the lessons learned in our operations and improve our service to Travis County citizens.

Emergency Services and **STAR Flight** management recommend approval of this MOU.

Thank you for your consideration in this matter.



Memorandum of Understanding
Between
The Texas A&M Engineering Extension Service
And
Texas Task Force One Member
And
The Participating Agency/Employer

An agreement entered into this 1st day of November, 2013 by and between Texas Task Force One (TX-TF1), a division of the Texas A&M Engineering Extension Service (TEEX), and _____ (**Member**) and his/her employer Star Flight, located in Austin, Texas (Participating Agency/Employer).

I. PURPOSE

To delineate responsibilities and procedures for Urban Search and Rescue (US&R) activities under the authority of the State of Texas Emergency Management Plan, the Robert T. Stafford Disaster Relief and Emergency Act, Public law 93-288, as amended 42 U.S.C. 5121, et seq., and Title 44 CFR Part 208 – National Urban Search and Rescue Response System.

II. SCOPE

The provisions of this Memorandum of Understanding (MOU) apply to US&R activities performed at the request of the State of Texas and the Federal government provided at the option of the Participating Agency/Employer and the **Member**. These activities may be in conjunction with, or in preparation of, a state or federal declaration of disaster.

The scope of this MOU also includes training activities mandated by the Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) and TEEX to maintain Task Force operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall begin as of the date of the last signature and shall terminate October 31, 2018 or as described in section IX of this MOU.

IV. DEFINITIONS

- A. **Activation:** The process of mobilizing TX-TF1 members to deploy to a designated disaster site. When TX-TF1 responds to such a mobilization request, the TX-TF1 members are required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within four hours of activation notice.
- B. **Alert:** The process of informing TX-TF1 members that an event has occurred and that TX-TF1 may be activated at some point within the next 24-48 hours.
- C. **Backfill:** The assignment of personnel by a participating agency to meet their minimum level of staffing to replace a deployed TX-TF1 member.

- D. De-Activation: The process of de-mobilizing TX-TF1 members upon notification from the State or DHS/FEMA to stand down.
- E. Director: The Director of TEEX.
- F. DHS/FEMA: Department of Homeland Security/Federal Emergency Management Agency
- G. Individual Resource: A rostered TX-TF1 member that is self-employed and is not associated with a Participating Agency/Employer.
- H. Participating Agency/Employer: A TX-TF1 **Member's** employer, which by execution of this MOU, has provided official sanction of TX-TF1 and supports the TX-TF1 **Member's** involvement within TX-TF1.
- I. Personnel Rehabilitation Period: The period sometimes allowed by the requesting agency for TX-TF1 members' rehabilitation to normal conditions of living following activation.
- J. Reasonable Personal Costs: Approved out-of-pocket expenses incurred by TX-TF1 members in performance of their duties as a deployed TX-TF1 member.
- K. State: For the purpose of this MOU, the State of Texas.
- L. Support Specialist: A person who assists with administrative or other support during mobilization, ground transportation, and demobilization of TX-TF1.
- M. Task Force/Strike Team: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing search and rescue needs during disasters.
- N. Task Force Sponsored Training: Training and/or exercises performed at the direction, control, and funding of DHS/FEMA or TX-TF1.
- O. Task Force Sanctioned Training: Training and/or exercises performed at the direction, control, and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of the TX-TF1 member and the Task Force. Task Force sanctioned training shall be coordinated with TEEX/US&R staff and receive written authorization to conduct such training prior to the start of the training.
- P. TEEX: Texas A&M Engineering Extension Service, a state agency, a member of the Texas A&M University System, and the sponsoring agency for TX-TF1.
- Q. TX-TF1 members: The collective membership of all rostered TX-TF1 members. TX-TF1 members may be singularly referred to as member.
- R. Urban Search and Rescue (US&R): Specialized tactics, personnel, and equipment suited to the unique search, rescue, and recovery problems associated with natural or man-made disasters.

V. RESPONSIBILITIES

- A. TEEX shall be responsible for the following:
 1. Recruiting and organizing a Task Force, according to guidelines prescribed in the National US&R Response System Operations Manual.
 392. Ensuring that each TX-TF1 member meets the necessary licensing, certification, or other professional qualification requirements of his/her assigned position.

393. Administrative, financial and personnel management as they relate to TX-TF1 and performing all financial requirements as set forth herein.
 394. Providing training to TX-TF1 members. Training shall be consistent with the objectives of developing, upgrading, and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.
 395. Developing, implementing, and exercising a notification and call-out system for TX-TF1 members.
 396. Providing all personal protective equipment and uniforms as required by TX-TF1.
 397. Providing all tools and equipment necessary to conduct safe and effective US&R operations as listed in the current approved cache list.
 398. Maintaining all tools and equipment in the US&R cache in a ready state.
 399. Coordination between DHS/FEMA, the State, Participating Agencies/Employers, other relevant governmental and private entities, and the individual TX-TF1 members.
 400. Maintaining a primary contact list for all TX-TF1 members.
 401. Maintaining personnel files on all TX-TF1 members for the purpose of documenting training records, emergency notification, and other documentation as required by DHS/FEMA and the State.
- B. The Participating Agency/Employer shall be responsible for:
1. Maintaining a roster of all its personnel participating in TX-TF1 activities.
 2. Providing a primary point of contact to TEEX for the purpose of notification of TX-TF1 activities.
 3. Providing administrative support to employee members of TX-TF1, i.e. "time off" when fiscally reasonable to do so for TX-TF1 activities such as training, meetings, and actual deployments.
 4. The submission of personnel reimbursement claims within forty-five (45) days of official de-activation of the TX-TF1 member(s).
- C. The **Member** is responsible for the following:
1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position in a wide range of environments per TX-TF1 SOG, vol.1 ref 1-09 sec.1.01.
 2. Maintain knowledge, skills, and abilities necessary to operate safely and effectively in the assigned position.
 3. Maintain support from your Participating Agency/Employer to participate in TX-TF1 activities.
 4. Advise employer of TX-TF1 activities that may require time off work.

5. Advise TEEEX of any change in the notification process, i.e. address or phone number changes, and maintain current personal profile in the "Task Force Personnel Records System".
6. Ensure availability for immediate call-out during the period **Member's** assigned team is first on rotation for call-out.
7. Respond immediately to call-out with acceptance or refusal of current mission request and arrive within 4 hours from time of call-out to the assigned point of assembly (POA).
8. Maintain all equipment issued by TX-TF1 in a ready state and advise TEEEX of any lost, stolen or damaged items assigned to **Member**.
9. Completing and documenting the required immunizations listed in Attachment D.
10. Be prepared to operate in the disaster environment for not more than fourteen (14) consecutive days.
11. Follow the TX-TF1 Policies and Procedures as published at www.texastaskforce1.org.

VI. PROCEDURES

A. Activation

1. Upon request from DHS/FEMA for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEEX shall request activation of TX-TF1 from the State of Texas.
2. Upon request or permission from the State of Texas for disaster assistance, and/or determination that pre-positioning TX-TF1 is prudent, TEEEX will follow the steps in section VI. B.
3. TEEEX shall communicate an alert and/or activation notices to TX-TF1 members through the paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TEEEX will notify TX-TF1 members of activation of TX-TF1.
2. Upon arrival at the POA, the State or a DHS/FEMA representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of TX-TF1.
3. When TX-TF1 is activated, TEEEX will be responsible for the movement of TX-TF1 members and all necessary equipment to the pre-designated point of departure (POD) for ground transportation or air transport.
4. The State or DHS/FEMA will provide transportation from the POD to the disaster site and transportation on the return trip.
5. TEEEX will be responsible for the demobilization of TX-TF1 members and equipment to the original POA upon completion of the US&R mission.

C. Management

1. TEEEX will have overall management, command and control of all TX-TF1 resources and operations.
2. Tactical deployment of TX-TF1 will be under the direction of the local Incident

Commander and the Task Force Leader(s) assigned to the incident.

VII.

TRAINING AND EXERCISES

- A. DHS/FEMA-Sponsored Training and Exercises
Periodically TX-TF1 members will be required to attend DHS/FEMA sponsored functional training. DHS/FEMA sponsored functional training shall be performed at the direction, control and funding of DHS/FEMA in order to develop the technical skills of the US&R Response System members.
- B. Task Force Sponsored Training and Exercises
Periodically TX-TF1 members will be requested or required to attend Task Force sponsored training or exercises. Task Force sponsored training or exercises shall be performed at the direction, control and funding of TX-TF1 in order to develop the technical skills of TX-TF1 members.
- C. Task Force Sanctioned Training and Exercises
Periodically TX-TF1 members will be required and/or invited to attend Task Force sanctioned training and/or exercises. Task Force sanctioned training and exercises may be performed at the direction, control and funding of TEEX, a Participating Agency/Employer, or the State of Texas in order to develop and maintain the US&R capabilities of TX-TF1.
- D. Non-Sponsored and/or Non-Sanctioned Training and Exercises
Non-sponsored and/or non-sanctioned training and/or exercises may be performed at the direction, control and funding of a Participating Agency/Employer or TX-TF1 member in order to develop and maintain the US&R capabilities of TX-TF1.
- E. Minimum Training Requirements
All TX-TF1 members are required to maintain the skills and abilities identified in the position description requirements (PD). TX-TF1 members are required to attend one of the scheduled Full Scale exercises or Mobility Exercises and one Regional Training Event annually. TX-TF1 members are required to attend a minimum of 50% of the TX-TF1 sponsored and sanctioned training opportunities provided for their assigned Task Force position. Failure to attend a minimum of 50% of those training opportunities will result in dismissal from the TX-TF1. Exceptions may be granted at the discretion of TEEX or the Task Force Leader.

VIII. ADMINISTRATIVE, FINANCIAL, AND PERSONNEL MANAGEMENT

- A. Reimbursement of Participating Agencies/Employers
1. TEEX shall reimburse Participating Agencies/Employers for each of their employees deployed as a TX-TF1 member for payroll associated costs during TX-TF1 members' participation in state and/or federal disaster deployments. This reimbursement will be in accordance with the TX-TF1 Pay Policy and will require Participating Agencies/Employers to submit supporting documentation to TEEX prior to reimbursement.
 2. TEEX will reimburse the Participating Agency/Employer for cost of backfilling TX-TF1 members while activated. This shall consist of expenses generated by the replacement of a deployed TX-TF1 member on their normally scheduled duty period/day. The Participating Agency/Employer may reclaim expenses provided the

base salary of the replacement worker is not included in the request for reimbursement. TEEEX cannot pay for hours backfilled other than those that coincide with US&R hours worked.

3. TEEEX will reimburse the Participating Agency/Employer for salaries and backfill expenses of any deployed TX-TF1 member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed TX-TF1 member's regularly scheduled shift begins or ends within the identified rehabilitation period, the Participating Agency/Employer may give the deployed TX-TF1 member that time off with pay and backfill his/her position. If a TX-TF1 member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for that TX-TF1 member. TEEEX will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

B. Reimbursement of a TX-TF1 Member as an Individual Resource

1. TEEEX will pay a TX-TF1 member who is identified as an individual resource for all wages specified in the TX-TF1 Standard Pay Policy. Upon receipt of the TX-TF1 member's completed personnel reimbursement form, TEEEX shall pay directly to that individual all earned wages as determined by his/her Task Force position on the TX-TF1 Pay Schedule by Position.

C. Other Reimbursements

1. TX-TF1 members shall be reimbursed for TEEEX approved reasonable personal costs associated with operations and maintenance of the Task Force during a state or federal activation. Itemized receipts are required. TEEEX cannot reimburse Texas sales tax and Texas Hotel Occupancy taxes. Should unreimbursable taxes be charged accidentally, they should be removed at the time of purchase and the credit should be visible on the receipt. All receipts must be submitted to the TEEEX Business Office within fifteen (15) days of deactivation.
2. TX-TF1 members shall be reimbursed for reasonable travel costs associated with approved training in accordance with established Texas Task Force 1 Travel policy. Itemized receipts are required and should not include Texas Hotel Occupancy taxes as they are not reimbursable. Receipts should be submitted to the TEEEX Business Office within fifteen (15) days from the end of the trip.
3. Emergency procurement of Task Force materials, equipment and supplies purchased and consumed by TX-TF1 members in providing requested assistance shall be reimbursed on a replacement basis. Prior approval by TX-TF1 leadership must be obtained and itemized receipts for such items shall be submitted to TEEEX. Texas sales tax is not reimbursable.
4. No TX-TF1 member or the Participating Agency/Employer shall be reimbursed for costs incurred by activations that are outside the scope of this MOU.
5. All financial commitments herein are made subject to availability of funds from the State of Texas and/or DHS/FEMA.
6. TEEEX shall perform all duties of an employer in relation to a TX-TF1 member who is injured and eligible to receive benefits under Chapter 501 of the Texas Labor Code.

IX.

CONDITIONS, AMENDMENTS, AND TERMINATION

- A. This MOU may be modified or amended only with the written agreement of all parties, and all amendments will be attached to this MOU.
- B. Any party, upon 30 day written notice, may terminate this MOU.
- C. TEEEX complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations, and relevant orders of the Secretary of Labor. To that end, TEEEX will not discriminate against any employee or TX-TF1 member on the grounds of race, color, religion, sex, or national origin. In addition the use of state or federal facilities, services, and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on a basis prohibited by Texas or federal law or on a basis of economic status.

X. LIABILITY AND WORKERS' COMPENSATION FOR FEDERAL ACTIVATION AND SPONSORED TRAINING

A. Liability of Individual TX-TF1 Members

1. When TX-TF1 is activated by DHS/FEMA under the terms of this MOU, the Non-liability clause as stated in P.L. 93-288, as amended Section 305 will be in effect: "The Federal Government shall not be liable for any claim based upon the exercise or performance of or failure to exercise or perform a discretionary function or duty on the part of a Federal agency or an employee of the Federal Government in carrying out the provisions of this Act."

2. Upon activation by DHS/FEMA, each TX-TF1 member shall be appointed as an "excepted temporary federal employee", under the authority of the Stafford Act, Sec. 306(b)(1). DHS/FEMA, the State of Texas or TEEEX shall not be liable for any interference with the TX-TF1 member's seniority or pension rights or any interruption of his or her continuous service with his or her employer or any adverse employment consequences which occurs by reason of his or her participation with TX-TF1.

3. The U.S. Department of Justice has indicated to DHS/FEMA that during a federal activation duly appointed and activated TX-TF1 members are regarded as "excepted temporary federal employees" for purposes of Federal Tort Claims Act, 28 U.S.C. Sec. 2671. The applicability of the Federal Tort Claims Act to any claim, action or lawsuit is determined by the U.S. Department of Justice in accordance with applicable laws, regulations and policies and not by DHS/FEMA or the State of Texas.

B. Workers' Compensation, Long Term Disability and Death

1. TX-TF1 members who are injured while participating in DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for coverage under the Federal Employee's Compensation Act, administered by the Department of Labor.
2. The benefit levels and schedule of awards for Federal workers' compensation are those delineated in the Federal Employees' Compensation Act, as administered by the Department of Labor.
3. TX-TF1 members permanently disabled and the survivors of TX-TF1 members who lose their lives in the performance of DHS/FEMA sponsored training and exercises or US&R activities following a federal activation may be eligible for benefits under

the Public Safety Officers' Benefits Act, 42 U.S.C. Sec. 3796 administered by the U.S. Department of Justice.

XI. LIABILITY AND WORKERS' COMPENSATION FOR STATE ACTIVATION /AND TRAINING

A. During any period in which TX-TF1 is activated by the State of Texas, or during any TX-TF1 sponsored or sanctioned training, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State shall be included in the coverage provided under Chapter 501 of the Texas Labor Code in the same manner as an employee, as defined by Section 501.001. Services with TX-TF1 by a state employee TX-TF1 member who is activated are considered to be in the course and scope of the employee's regular employment with the State.

XII. LIABILITY AND WORKERS' COMPENSATION FOR NON-SPONSORED/SANCTIONED TRAINING

A. During non-TX-TF1 training and exercises, TX-TF1 members who are not employees of a component of the Texas A&M University System or another agency of the State will not be included in the same workers' compensation coverage afforded TX-TF1 members that are activated or attending DHS/FEMA or TX-TF1 sponsored or sanctioned training and/or exercises.

XIII. ENTIRE AGREEMENT

This MOU along with the following attachments reflects the entire agreement between the parties:

- Attachment A, Immunizations
- Attachment B, TX-TF1 Standard Pay Policy
- Attachment C, TX-TF1 Pay Schedule by Position
- Attachment D, TX-TF1 Request for Reimbursement Form

Participating Agency/Employer and **Member** hereby acknowledge that they have read and understand this entire MOU. The terms and conditions herein contained, together with any exhibits and/or addendum attached are the full and complete terms of this MOU, and no alterations, amendments, or modifications of the same shall be binding, unless first reduced to writing and signed by both parties.

This MOU is entered into by and between the following parties:

TEXAS A&M ENGINEERING EXTENSION SERVICE (TEEX):

<u></u> Authorized Signature	<u>Billy Parker</u> Printed Name	<u>06/07/2013</u> Date
<u>200 Technology Way</u> Address	<u>College Station</u> City	<u>TX, 77845-3424</u> State, Zip
<u>(979) 458-0849</u> Phone Number	<u>37167167164025</u> TX VIN	

PARTICIPATING AGENCY/EMPLOYER:

Employer Name

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	<u>TX, 77840</u> State, Zip
_____ Phone Number	_____	

TX-TF1 MEMBER:

_____ Authorized Signature	_____ Printed Name	_____ Date
_____ Address	_____ City	_____ State, Zip
_____ Phone Number	_____ Email Address	

Attachment A

**Texas Task Force 1
Immunization List**

All active TX-TF1 members must maintain current immunizations for the following:

- Diphtheria/Tetanus (or Tetanus only if there is a contra-indication to Diphtheria)
- Hepatitis A
- Hepatitis B
- Measles/Mumps/Rubella (if born after 1957)
- Polio

Attachment B**Texas Task Force One
Standard Pay Policy****I. Scope**

The provisions of this policy apply to all TX-TF1 members and Texas A&M Engineering Extension Service (TEEX) personnel assigned to the Urban Search and Rescue program.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during all federal and state activations of a TX-TF1 member.

III. Pay Rate

- A. TX-TF1 will reimburse a Participating Agency/Employer for the participation of each activated TX-TF1 member who is employed by that Participating Agency/Employer at the hourly rate or salary identified on the most current payroll printout provided by the Participating Agency/Employer requesting salary reimbursement. TX-TF1 may also reimburse Participating Agency/Employer for the allocable portion of fringe benefits paid to or on behalf of the TX-TF1 member during the period of activation. The actual benefits paid must also be shown on or attached to the Participating Agency/Employer's payroll printout submitted to TEEX.
- B. As an individual resource, TX-TF1 members not employed by a Participating Agency/Employer will be paid at a rate identified with his/her TX-TF1 position on the TX-TF1 Pay Schedule by Position attached as Appendix G. The individual resource's 40-hour workweek will begin upon acceptance of the mission. The Individual Resource will receive the standard base rate of pay for the first 8 hours of each work day, Monday through Friday, based on an 8 am to 5 pm workday. Hours above this will be paid at 1 ½ time the member's base rate of pay.
- C. TEEX employees who hold positions on TX-TF1 will be paid in accordance with Section IV below. Actual payroll printouts reflecting salaries, wages and fringe benefits will be available for review and documented during the reimbursement process.

IV. Deployment Work Shift

- A. Every day is considered a workday during the Deployment until the activation is over, and the Task Force returns to its original Point of Assembly (otherwise known as "portal to portal"). Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.
- B. All individuals are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.
- C. Once activated, all non-FLSA exempt TX-TF1 members will receive the standard base rate of pay for all hours they are scheduled to be on duty during a work day. A work day is defined from midnight to midnight. Additional hours during this day not scheduled on duty will be paid at 1 ½ times the standard base rate of pay. Kelly days are considered off duty hours.
- D. All FLSA-exempt TX-TF1 members will receive their normal salary for all hours worked during the activation. FLSA-exempt members will not receive an overtime rate. However, all hours will be reimbursed at their straight time rate which will be coordinated with members' Participating Agency/Employer.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

Attachment C**Texas Task Force 1 Pay Schedule by Position**

TX-TF1 has adopted the following pay schedule for TX-TF1 members who are not employed by a Participation Agency/Employer:

<u>Assignment</u>	<u>Hourly Rate</u>	<u>Assignment</u>	<u>Hourly Rate</u>
<i>Medical Team Manager</i>	<i>\$101.00</i>	<i>Safety Officer</i>	<i>\$33.75</i>
<i>Task Force Leader</i>	<i>\$50.00</i>	<i>Rescue Squad Officer</i>	<i>\$33.75</i>
<i>Structural Specialist</i>	<i>\$47.50</i>	<i>Planning Officer</i>	<i>\$33.75</i>
		<i>Technical Info Specialist</i>	<i>\$33.75</i>
<i>Haz-Mat/WMD Manager</i>	<i>\$39.00</i>	<i>Communications Specialist</i>	<i>\$33.75</i>
<i>Search Team Manager</i>	<i>\$39.00</i>		
<i>Rescue Team Manager</i>	<i>\$39.00</i>	<i>Technical Search Specialist</i>	<i>\$28.00</i>
<i>Logistics Team Manager</i>	<i>\$39.00</i>	<i>Rescue Specialist</i>	<i>\$28.00</i>
<i>Plans Manager</i>	<i>\$39.00</i>	<i>Medical Specialist</i>	<i>\$28.00</i>
		<i>Logistics Specialist</i>	<i>\$28.00</i>
		<i>Heavy Rigging Specialist</i>	<i>\$28.00</i>
		<i>Haz-Mat/WMD Specialist</i>	<i>\$28.00</i>
		<i>K-9 Specialist</i>	<i>\$28.00</i>



Attachment D



Request for Reimbursement - Invoice

Your Invoice Number: _____
 (This number will appear on the check for our tracking purposes)

Participating Organization: _____

Date: _____ Fed. Tax ID No.: _____

Check Payable To: _____

Contact Name: _____ Phone: _____

Address: _____ City, St, Zip _____

Contact Email: _____

Major Cost Element	TX-TF1 Member(s)	Backfill TRUE DIFFERENTIAL*	Total Amt. Requested
Salaries	\$0.00	\$0.00	\$0.00
Mileage/Per Diem	\$0.00	XXXXXXXXXX	\$0.00
Misc. Charges (receipts req.)	\$0.00	XXXXXXXXXX	\$0.00
Totals	\$0.00	\$0.00	\$0.00

*This column should contain only the overtime costs associated with the backfill. FEMA, the State of Texas, or TEEX will not pay the basic salary of backfill position.

Once you have completed, please forward along with the appropriate payroll printouts to the following:

TEEX - Texas Task Force One
 ATTN: Business Office/Deployments
 P.O. Box 40006
 College Station, TX 77842-4006

If you have any questions regarding this form, please contact the US&R Business Office at 979-458-0857. Thank you.

Certification:

I certify, to the best of my knowledge and belief, that the billed costs or disbursements are in accordance with the terms and conditions of the MOU, that reimbursement for alcoholic beverages has not been requested, and that payment is due and has not previously been requested.

Signature: _____
 Date: _____

Name/Title: _____

For TEEX Use Only

Approved for Payment: _____	Date: _____
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Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014, 9:00 AM, Voting Session

Prepared By/Phone Number: John E. Pena, CPPB, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

AGENDA LANGUAGE: APPROVE CONTRACT AWARD FOR FISCAL YEAR 2014 HMAC OVERLAY PROGRAM, IFB NO. B1407-006-JE, TO THE LOW BIDDERS APAC OF TEXAS, INC. FOR GROUPS A, B, C & D AND LONE STAR PAVING CO. FOR GROUP E.

- **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. B1407-006-JE, Fiscal Year 2014 HMAC Overlay Program was issued on July 28, 2014. This project consist of roadway construction services for the HMAC Overlay Program in Precincts 1 (Group A); 2 (Group B); 3 (Group C); 4 (Group D); LCRA/Travis County Parks (Group E).
- Of the 2206 vendors notified, only twenty-six (26) bids were either downloaded or viewed via Travis County's third party e-procurement vendor system, BidSync. Four (4) bids were received in response to this solicitation when subject IFB was opened on August 20, 2014 at 2:00 P.M., CST. The apparent low bidders are APAC of Texas, Inc.(Wheeler Companies) and Lone Star Paving Company as follows:

APAC of Texas, Inc. (Wheeler Companies)

Precinct 1	Group A	\$ 2,011,434.47
Precinct 2	Group B	\$ 92,649.60
Precinct 3	Group C	\$ 79,887.45
Precinct 4	Group D	\$ 1,319,469.41
Total Recommendation for Award		<u>\$ 3,503,440.93</u>

Lone Star Paving Company

Precinct 1	Group E	\$ 100,900.00
Total Recommendation for Award		<u>\$ 100,900.00</u>

There were no HUB vendors that responded to subject solicitation.

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

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

August 25, 2014

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: *Carl B. [Signature]*
Steven M. Manilla, P.E., County Executive

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2014 HMAC Overlay Program – (Group A, B, C, D)

Proposed Motion: Award construction service contract for the above project in the amount of \$3,503,440.93 to the apparent low bidder APAC of Texas – (Wheeler Companies).

Summary and Staff Recommendation: On August 20, 2014, Travis County received bids from four vendors in response to IFB B1407-006-JE. TNR has reviewed the bids and would like to award the construction contract for work in Precincts 1, 2, 3, 4 (\$3,503,440.93) to the apparent low bidder APAC-Texas, Inc. The \$3,503,440.93 is encumbered under funds reservation number 300001217.

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Attachments: Funding information
Bid tabulation summary

TDG:SMM:tdg

Copy: *CM* Jessica Rio, Planning & Budget Office
John Peña, Purchasing
Don Ward, TNR
Charles Bergh, TNR
Tawana Gardner, TNR
Isabelle Lopez, TNR

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Group					
A	Fund	Fund Center	GL Account	GL	Amount
Precinct 1	4084	1490200000	522040	600032	\$ 2,011,434.47
Total Precinct 1					\$ 2,011,434.47
B					
Precinct 2	4084	1490200000	522040	600032	\$ 92,649.60
Total Precinct 2					\$ 92,649.60
C					
Precinct 3	4084	149020000	522040	600032	\$ 79,887.45
Total Precinct 3					\$ 79,887.45
D					
Precinct 4	4084	149020000	522040	600032	\$ 1,319,469.41
Total Precinct 4					\$ 1,319,469.41

Total Award \$ 3,503,440.93

**TRAVIS COUNTY PURCHASING
CONSTRUCTION CONTRACT - BID TABULATION FORM**

BID NO.: IFB No.: B1407-006-JE August 20, 2014
 DESCRIPTION: Fiscal Year 2014 HMAC Overl 2:00 P.M., CST
 DEPARTMENT: TNR November 19, 2014
 CONTACT/NO.: Scott Lambert x49383; Don Ward x49383

BIDS SOLICITED: 2206
 HUBS SOLICITED: 0
 BIDS ACT. VIEWED: 26
 BIDS RECEIVED: 4
 HUBS RECEIVED: 0

Bidder's Name		Angel Brothers Enterprises, LTD	APAC-Texas, Inc. / Wheeler Companies	Austin Material LLC., d/b/a Ramming Paving	Lone Star Paving Company
GROUP A (PRECINCT ONE)					
Group A - A1	Levelup	\$876,225.00	\$492,355.00	\$625,875.00	\$0.00
Group A - A2	1&1/2" HMAC	\$2,274,452.95	\$1,510,625.97	\$1,909,567.45	\$0.00
Group A - A3	Excavation	\$9,884.00	\$4,942.00	\$8,825.00	\$0.00
Group A - A1	Tabs	\$2,341.00	\$3,511.50	\$2,341.00	\$0.00
Group A - Total Bid Amount		\$3,162,902.95	\$2,011,434.47	\$2,546,608.45	\$0.00
GROUP B (PRECINCT TWO)					
Group B - B1	Levelup	\$0.00	\$19,462.20	\$32,600.00	\$0.00
Group B - B2	1&1/2" HMAC	\$0.00	\$72,732.40	\$102,440.00	\$0.00
Group B - B3	Excavation	\$0.00	\$266.00	\$1,900.00	\$0.00
Group B - B4	Tabs	\$0.00	\$189.00	\$126.00	\$0.00
Group B - Total Bid Amount		\$0.00	\$92,649.60	\$137,066.00	\$0.00
GROUP C (PRECINCT THREE)					
Group C - C1	Levelup	\$0.00	\$18,075.75	\$23,475.00	\$26,918.00
Group C - C2	1&1/2" HMAC	\$0.00	\$61,439.20	\$100,720.00	\$90,648.00
Group C - C3	Excavation	\$0.00	\$224.00	\$1,600.00	\$1,120.00
Group C - C4	Tabs	\$0.00	\$148.50	\$99.00	\$990.00
Group C - Total Bid Amount		\$0.00	\$79,887.45	\$125,894.00	\$119,676.00
GROUP D (PRECINCT FOUR)					
Group D - D1	Levelup	\$527,100.00	\$271,080.00	\$376,500.00	\$0.00
Group D - D2	1&1/2" HMAC	\$1,556,616.05	\$1,043,848.41	\$1,315,215.70	\$0.00
Group D - D3	Excavation	\$5,320.00	\$2,660.00	\$9,500.00	\$0.00
Group D - D4	Tabs	\$1,254.00	\$1,881.00	\$1,254.00	\$0.00
Group D - Total Bid Amount		\$2,090,290.05	\$1,319,469.41	\$1,702,469.70	\$0.00

GROUP E (LCRA/TRAVIS COUNTY PARKS - PACE BEND PARK)					
Group E - E1	Flex Base	\$0.00	\$76,128.00	\$122,000.00	\$43,920.00
Group E - E2	2" Type D HMAC	\$0.00	\$45,872.00	\$58,560.00	\$51,240.00
Group E - E3	Excavation	\$0.00	\$168.00	\$1,200.00	\$840.00
Group E - E4	Prime Coat	\$0.00	\$3,920.00	\$4,900.00	\$4,900.00
Group E - Total Bid Amount		\$0.00	\$126,088.00	\$186,660.00	\$100,900.00
Groups A, B, C, D, E					
Award Sept 2014, Group A Precinct 1			\$2,011,434.47		
Award Sept 2014, Group B Precinct 2			\$92,649.60		
Award Sept 2014, Group C Precinct 3			\$79,887.45		
Award Sept 2014, Group D Precinct 4			\$1,319,469.41		
Subtotal Pcts 1-4			\$3,503,440.93		
Overall Total to Award APAC			\$3,503,440.93		
Award Sept 2014, Group E LCRA Parks					
Subtotal LCRA/Travis County Parks			\$100,900.00		
Overall Total to Award Lone Star Paving			\$100,900.00		
					\$220,576.00

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

August 25, 2014

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent

FROM: *Carl B. Jones Sr*
Steven M. Manilla, P.E., County Executive

SUBJECT: Place Item on Commissioners Court Agenda to Award a Construction Services Contract for the FY 2014 HMA Overlay Program – (Group E)

Proposed Motion: Award construction service contract for the above project in the amount of \$100,900.00 to the apparent low bidder Lone Star Paving Company.

Summary and Staff Recommendation: On August 20, 2014, Travis County received bids from four vendors in response to IFB B1407-006-JE. TNR has reviewed the bids and would like to award the construction contract for work for LCRA Pace Bend Park (\$100,900.00) to the apparent low bidder, Lone Star Paving Company. The \$100,900.00 is encumbered under funds reservation number 300001217.

Required Authorizations: Planning and Budget, County Attorney's Office, Auditor's Office.

Attachments: Funding information
Bid tabulation summary
LCRA Approval Letter

TDG:SMM:tdg

Copy: Jessica Rio, Planning & Budget Office
Auto John Peña, Purchasing
Don Ward, TNR
Charles Bergh, TNR
Tawana Gardner, TNR
Isabelle Lopez, TNR

Budgetary and Fiscal Impact: The account numbers for this work are as follows:

Group					
E	Fund	Fund Center	GL Account	GL	Amount
LCRA Pace Bend	0109	1490220109	522030	600828	\$ 100,900.00
				Total Precinct 1	\$ 100,900.00

Total Award \$ 100,900.00

GROUP E (LCRA/TRAVIS COUNTY PARKS - PACE BEND PARK)						
Group E - E1	Flex Base	\$0.00		\$76,128.00	\$122,000.00	\$43,920.00
Group E - E2	2" Type D H/MAC	\$0.00		\$45,872.00	\$58,560.00	\$51,240.00
Group E - E3	Excavation	\$0.00		\$168.00	\$1,200.00	\$840.00
Group E - E4	Prime Coat	\$0.00		\$3,920.00	\$4,900.00	\$4,900.00
Group E - Total Bid Amount		\$0.00		\$126,088.00	\$186,660.00	\$100,900.00
Groups A, B, C, D, E						
Award Sept 2014, Group A Precinct 1				\$2,011,434.47		
Award Sept 2014, Group B Precinct 2				\$92,649.60		
Award Sept 2014, Group C Precinct 3				\$79,887.45		
Award Sept 2014, Group D Precinct 4				\$1,319,469.41		
Subtotal Pcts 1-4				\$3,503,440.93		
Overall Total to Award APAC				\$3,503,440.93		
Award Sept 2014, Group E LCRA Parks				\$100,900.00		
Subtotal LCRA/Travis County Parks				\$100,900.00		
Overall Total to Award Lone Star Paving				\$100,900.00		



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca, Suite 540
Austin, TX 78767
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

July 25, 2014

Ben Hayes
Real Estate Representative, Sr.
Lower Colorado River Authority
3700 Lake Austin Blvd.
Austin, Texas 78703

Subject: Pace Bend Park – Kate’s & Johnson Road Paving Project

Dear Mr, Hayes:

We are requesting that the LCRA authorize funding from the LCRA/Travis County CIP Account for improvements and upgrades to the existing unimproved roadways at Pace Bend Park.

The County is in the process of awarding a new paving contract for FY14/15. In the contract, the cost for 2” HMA overlay will be awarded at a very low cost to the County. We would like to take advantage of this contract and its low cost HMA application to upgrade unimproved roadways at Kate’s & Johnson Cove at Pace Bend. In addition, the HMA overlay will provide increased protection for the roadways and the natural environment in the long run by offering a defined roadway that will help keep visitors from driving wherever they want.

Pace Bend Park – Kate’s and Johnson Cove HMA Overlay:

The County is requesting to complete the roadways at Kate’s and Johnson Coves to provide safer access for our park visitors. These roadways include unimproved roads adjacent to the camping areas on the north end of the park at Kate’s & Johnson Coves. These paved roadways will not only benefit our park visitors, but will enable timelier and safer responses for emergency responders and law enforcement.

Kate’s and Johnson Cove Roads were approved for funding last year but were not constructed because of a miscalculation in base preparation and materials estimates. This year’s request will be for the current cost of construction, less the amount not spent last year for this project. This amount was \$61,620.44 and will be applied to this year’s project.

The LCRA has approved escrow funding for HMAC overlay upgrades at Pace Bend in the past. This has included Pace Bend Park Road, Grisham Trail, the Improved Campground roadways and various transition areas and previously unimproved roadways throughout the park.

The table that follows details the costs of the Pace Bend Park paving projects based on the lowest bid received for this year's contract. We would like to add this project to the existing contract and take advantage of this year's low paving costs.

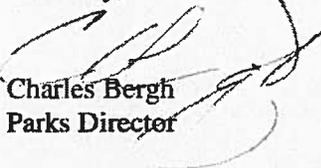
Road	Flex-base	2" Overlay	Excavation	Prime-coat	Total
Kate's & Johnson Loop	\$22,540.00	34,185.67	336.00	\$26,296.67	\$60,734.33
Kate's Cove Circle	\$6,730.00	\$10,207.17	\$84.00	\$7,851.61	\$18,142.83
	\$29,270.00	\$44,392.83	\$336.00	34148.33	\$78,877.17
Rollover from FY14					\$61,620.44
Balance Total					\$17,256.73

Because there are still some unknown costs associated with erosion control measures and possibly other unforeseen costs relating to these projects, we are requesting an additional 20% contingency to cover these expenses, or \$15,775.

The total cost for this request is approximately \$33,032.

We appreciate your review and consideration of this request. If you have any questions, please feel free to contact me at 854-9408.

Sincerely,



Charles Bergh
Parks Director

CB:dp

4501 LCRA Parks – Paving Request

xc: Carolyn Nelson - Parks Director, LCRA
Cynthia McDonald, Financial Manager
Donna Williams, Financial Services
Isabelle Lopez, Financial Services
Robert Armistead, Parks Division Manager
Dan Perry, Parks District Manager
Keith Rawlings, Pace Bend Park Supervisor

I approve this Funding Request:

Signature: Ben Hayes

Printed Name: Ben Hayes

Title: Senior Real Estate Representative

Organization: LCRA

Date: 8-13-2014

STATE OF TEXAS §

COUNTY OF TRAVIS §

This Agreement for Construction Services (the "Construction Contract" or "Contract") is made and entered into this day by and between Travis County, Texas, a political subdivision of the State of Texas (the "County") and APAC-Texas, Inc./Wheeler Companies (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of Fiscal Year 2014 HMAC Overlay Program in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked Fiscal Year 2014 HMAC Overlay Program, (IFB No. B1407-006-JE) all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked IFB No. B1407-006-JE.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of Fiscal Year 2014 HMAC Overlay Program 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 IFB No. B1407-006-JE to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked IFB No. B1407-006-JE represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within fiscal year of 2014, and extend if necessary and at the discretion of Travis County, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$3,503,440.93 for work in Precinct One (Group A), Precinct Two (Group B), Precinct Three (Group C) and Precinct Four (Group D), consisting of \$3,485,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$18,440.93 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor

must maintain internal records to verify the division. The Contractor must make these records available upon the request of the Travis County Auditor.

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

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

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

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

EXECUTED THIS 25 DAY OF AUGUST, YEAR 2014.

TRAVIS COUNTY, TEXAS

APAC-TEXAS, INC./WHEELER

Contractor Name

BY: _____
TRAVIS COUNTY JUDGE

BY:  _____

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR

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 Lone Star Paving Company (the "Contractor") and will be binding upon their respective executors, administrators, heirs, successors, and assigns.

WHEREAS, the County desires to enter into a contract for the construction of Fiscal Year 2014 HMAC Overlay Program in Travis County, Texas, in accordance with the provisions of state statutes and conforming to the Contractor's Notice of Construction, Bid Proposal (including the Bidding Documents, Bid Form, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications and Plans marked Fiscal Year 2014 HMAC Overlay Program, (IFB No. B1407-006-JE) all of which are incorporated herein.

WHEREAS, the Contractor has been engaged in and now does comparable work and represents that it is fully equipped, competent, and capable of performing the above- desired and outlined work, and is ready and willing to perform such work in accordance with all provisions of the abovementioned Specifications and Plans marked IFB No. B1407-006-JE.

NOW THEREFORE, in consideration of the County's promise to pay the amount below as totaled in the Bid Proposal hereto attached and made part of this Contract, the Contractor agrees to do at his own proper cost and expense all the work necessary for the construction of Fiscal Year 2014 HMAC Overlay Program 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 IFB No. B1407-006-JE to the satisfaction of the County Executive of the Transportation and Natural Resources Department of Travis County, Texas.

This contract document, the Contractor's Notice of Construction, the Bid Proposal (including the Bidding Documents, the Bid Form, and any Addenda or Amendments thereto), and the Specifications and Plans marked IFB No. B1407-006-JE represents the entire and integrated contract between the County and the Contractor and supersedes all prior negotiations, representations, or agreements, either oral or written. This Contract may be amended only by written instrument signed by both the County and the Contractor.

The said Contractor further agrees to be available for work within 14 calendar days, and to complete the work within fiscal year of 2014, and extend if necessary and at the discretion of Travis County, after receiving a written "Notice to Proceed".

Travis County, Texas, in consideration of the full and true performance of the said work by said Contractor, hereby agrees and binds itself to pay to said Contractor the total contract amount of \$100,900.00 for work in LCRA / Travis County Parks (Group E), consisting of \$72,000.00 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of the contract and \$28,900.00 for all other charges, including the cost of other services, overhead, materials which do not become part of the finished project or are reusable, and machinery or equipment and its accessory, repair, or replacement parts, and in the manner provided for, within 30 calendar days from the receipt of an acceptable invoice. This division of the contract amount is made for sales tax purposes only. The Contractor must maintain internal records to verify the division. The

Contractor must make these records available upon the request of the Travis County Auditor.

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

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

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

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

EXECUTED THIS 25th DAY OF August, YEAR 2014.

TRAVIS COUNTY, TEXAS

LONE STAR PAVING COMPANY

Contractor Name

BY: _____
TRAVIS COUNTY JUDGE

BY: *[Signature]*

APPROVED AS TO FORM:

APPROVED:

TRAVIS COUNTY ATTORNEY

COUNTY PURCHASING AGENT

CERTIFIED FUNDS ARE AVAILABLE

TRAVIS COUNTY AUDITOR

Funds Reservation 300001217

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	07/01/2014
FM area	1000	Posting date	07/01/2014
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	07/01/2014
Last changed by		Last changed	
More Data			
Text	FY14 HMAC		
Reference			
Overall Amount	4,226,334.80 USD		

Document item 001			
Text	FY14 HMAC PCT 1, 2, 3, 4		
Commitment item	522040	Funds center	1490200000
Fund	4084	G/L account	522040
Cost center		Due on	
Vendor		Customer	
Amount	4,050,000.00 USD		

Document item 002			
Text	FY14 HMAC LCRA/TC PACE BEND		
Commitment item	522030	Funds center	1490220109
Fund	0109	G/L account	522030
Cost center	1490220109	Due on	
Vendor		Customer	
Amount	176,334.80 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014, 9:00 AM Voting Session

Prepared By/Phone Number: John E. Pena, CTPM; Marvin Brice, CPPB, Purchasing Office, 512-854-9700

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M., CPPO, Purchasing Agent

Commissioners Court Sponsor: Judge, Samuel T. Biscoe

Agenda Language: APPROVE MODIFICATION NO. 4 TO CONTRACT 4400001686, APAC OF TEXAS, INC. (WHEELER COMPANIES) FOR FISCAL YEAR 2013 HMAC OVERLAY PROGRAM.

- **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.
 - TNR request approval of Change Order Number Four (4) for the above contract. This modification is to add the additional listed roads in Precincts 1, 2, & 3 and to extend the contract completion date by 90 calendar days to December 31, 2014, as follows:
 - Group A, Pct. 1, add projects New Sweden Church Road and Harold Green Road
 - Group B, Pct. 2, add project for portion of Bullick Hollow Road
 - Group C, Pct. 3, add projects for portion of Bullick Hollow Road
- This Change Order will increase the contract by \$532,057.90 from \$3,705,469.06 (adjusted by Modification No. 3, July 1, 2014) to \$4,237,526.96.
- **Contract Expenditures:** Within the last 12 months \$3,404,539.79 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$3,390,316.80
Contract Type: Construction
Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$532,057.90
Modification Type: Construction
Modification Period: Through Completion

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

Solicitations Sent: Responses Received:
HUB Information: % HUB Subcontractor:

➤ **Funding Information:**

SAP Funds Reservation No.: 0300001279

Funding Account(s):

Fund	Funds Center	GL	Amount
0001	1498000001	522040	\$500,000.00
0001	1490200001	511820	\$32,057.90

Comments:



TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street-5th Floor
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

September 3, 2014

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agents
THROUGH: Morgan Cotten, P.E., Director of Public Works
FROM: *Steven M. Manilla* Steven M. Manilla, P. E., County Executive
SUBJECT: **Modification #4 – FY13 HMA Overlay Project**
Contract #4400001686

TNR requests the approval of change order number four (4) for the above contract. This modification is to add additional roads in Precincts 1, 2 and 3 and extend the contract end date by 90 days. This change order for \$532,057.90 will increase the contract from \$3,705,469.06 to \$4,237,526.96. The funding information is as follows.

Funds Reservation: 0300001279

Fund	Fund Center	GL	Amount
0001	1498000001	522040	\$ 500,000.00
0001	1490200001	511820	\$ 32,057.90
Total Funds Reserved			\$ 532,057.90

If you have any questions or require additional information, please contact Tawana Gardner at extension 47679 or Don Ward at extension 49317.

TDG:SMM:tdg

Copy: Cyd Grimes, Purchasing
CM John Pena, Purchasing
Morgan Cotten, TNR
Don Ward, TNR
Scott Lambert, TNR
Tawana Gardner, TNR
Isabelle Lopez, TNR

2014-09-03 FY13 HMAC Chg Ord #4 Details.xlsx - Added Roads

GROUP A (PRECINCT ONE)		Road		From		To		Width in FT		Length in FT		Miles		18 1/2" thick Overlay SY		Unit Price		18 1/2" thick Overlay Cost		Excavation CY		Unit Price		Excavation Cost		Tabs		Unit Price		Tabs Cost		Total Estimated Cost	
PCT	File ID																																
1	M72300	NEW SWEDEN CHURCH RD	134 FEET EAST OF FM 973					24.0	7,630.00	1.45	7,630.00	20,347.0	627.00	\$54.00	\$33,858.00	20,347.00	\$5.64	\$114,757.08	20.00	\$10.13	\$293.77	191.00	\$1.09	\$322.79	\$322.79	\$149,231.64	\$322.79	\$149,231.64					
		ROUNDED TOTALS		1.45		7,630.00						627.00		\$33,858.00		20,347.00		\$114,757.08		20.00		\$293.77		191.00		\$322.79		\$322.79		\$149,231.64			

GROUP B (PRECINCT TWO)		Road		From		To		Width in FT		Length in FT		Miles		18 1/2" thick Overlay SY		Unit Price		18 1/2" thick Overlay Cost		Excavation CY		Unit Price		Excavation Cost		Tabs		Unit Price		Tabs Cost		Total Estimated Cost	
PCT	File ID																																
2	N06100	BULLICK HOLLOW RD	536 FT W OF FM 620					28.0	2,666.00	0.50	2,666.00	8,294.0	251.00	\$62.00	\$15,622.00	8,294.00	\$6.55	\$54,325.70	10.00	\$10.65	\$106.50	67.00	\$1.75	\$117.25	\$117.25	\$70,111.45	\$117.25	\$70,111.45					
2	N06100	BULLICK HOLLOW RD	100 FT E OF RIBBON CURB					42.0	2,069.00	0.38	2,069.00	9,655.0	294.00	\$62.00	\$17,608.00	9,655.00	\$6.55	\$63,240.25	8.00	\$10.65	\$85.20	52.00	\$1.75	\$91.00	\$91.00	\$81,024.45	\$91.00	\$81,024.45					
2	N06100	BULLICK HOLLOW RD	5293 FT W OF OASIS BLUFF DR					24.0	5,293.00	1.00	5,293.00	14,115.0	434.00	\$62.00	\$26,908.00	14,115.00	\$6.55	\$92,453.25	20.00	\$10.65	\$213.00	132.00	\$1.75	\$231.00	\$231.00	\$119,805.25	\$231.00	\$119,805.25					
		ROUNDED TOTALS		1.80		10,028.00						968.00		\$60,078.00		32,064.00		\$210,019.20		38.00		\$404.70		251.00		\$439.25		\$439.25		\$270,941.15			

GROUP C (PRECINCT THREE)		Road		From		To		Width in FT		Length in FT		Miles		18 1/2" thick Overlay SY		Unit Price		18 1/2" thick Overlay Cost		Excavation CY		Unit Price		Excavation Cost		Tabs		Unit Price		Tabs Cost		Total Estimated Cost	
PCT	File ID																																
3	N06100	BULLICK HOLLOW RD	5293 FT W OF OASIS BLUFF DR					24.0	5,575.00	1.08	5,575.00	14,867.0	458.00	\$55.00	\$25,190.00	14,867.00	\$5.80	\$86,228.60	21.00	\$10.83	\$227.43	139.0	\$1.72	\$239.08	\$239.08	\$111,885.11	\$239.08	\$111,885.11					
		ROUNDED TOTALS		1.08		5,575.00						458.00		\$25,190.00		14,867.00		\$86,228.60		21.00		\$227.43		139.00		\$239.08		\$239.08		\$111,885.11			

GROUP D (PRECINCT FOUR)		Road		From		To		Width in FT		Length in FT		Miles		18 1/2" thick Overlay SY		Unit Price		18 1/2" thick Overlay Cost		Excavation CY		Unit Price		Excavation Cost		Tabs		Unit Price		Tabs Cost		Total Estimated Cost	
PCT	File ID																																
		ROUNDED TOTALS		0.00		0.00						0.00		\$0.00		0.00		\$0.00		0.00		\$0.00		0.00		\$0.00		\$0.00		\$0.00			

Total for all roads = \$532,057.90

**TRAVIS COUNTY - TNR
FY 2013 HMAC Overlay Program
Change Order No. 4 Contract 4400001686**

Approval of the following change in the Plans and/or Specifications is requested:

Change Order No. 4

Limits: Travis County Roads & Parks

Plan Sheet No.

Description:

FY 2013 HMAC Overlay Program, Groups A, B, C, D, E, E-ALT, and F

CONTRACTOR:

This field change is requested for the following reason(s):

APAC of Texas, Inc. / Wheeler Companies

Group A, Precinct 1, add project for New Sweden Church Rd
Group B, Precinct 2, add project for portion of Bullick Hollow Rd
Group C, Precinct 3, add project for portion of Bullick Hollow Rd

NO.	BID ITEM DESCRIPTION	UNIT TYPE	PROPOSED CHANGES			NEW CONTRACT			EXISTING CONTRACT		
			C.O. QTY	UNIT PRICE(\$)	C.O. AMOUNT	QTY	UNIT PRICE(\$)	NEW AMOUNT	QTY	UNIT PRICE(\$)	PREVIOUS AMOUNT
A1	Level-up & Site Preparation	Ton	827.00	54.00	33,858.00	6,428.00	\$ 54.00	\$ 347,112.00	5,801.00	54.00	\$ 313,254.00
A2	1 1/2" Type D HMAC Overlay	SY	20,347.00	5.64	114,757.08	209,654.00	\$ 5.64	\$ 1,182,448.56	189,307.00	5.64	\$ 1,067,691.48
A3	Unclassified Excavation	CY	29.00	10.13	293.77	287.00	\$ 10.13	\$ 2,907.31	258.00	10.13	\$ 2,613.54
A4	Temporary Pavement Markers	Each	191.00	1.69	322.79	1,886.00	\$ 1.69	\$ 3,187.34	1,695.00	1.69	\$ 2,884.55
B1	Level-up & Site Preparation	Ton	989.00	62.00	60,078.00	1,945.00	\$ 62.00	\$ 120,590.00	976.00	62.00	\$ 80,512.00
B2	1 1/2" Type D HMAC Overlay	SY	32,064.00	6.55	210,019.20	63,730.00	\$ 6.55	\$ 417,431.50	31,686.00	6.55	\$ 207,412.30
B3	Unclassified Excavation	CY	38.00	10.65	404.70	85.00	\$ 10.65	\$ 905.25	47.00	10.65	\$ 500.55
B4	Temporary Pavement Markers	Each	251.00	1.75	439.25	555.00	\$ 1.75	\$ 971.25	304.00	1.75	\$ 532.00
C1	Level-up & Site Preparation	Ton	458.00	55.00	25,190.00	4,704.00	\$ 55.00	\$ 258,720.00	4,246.00	55.00	\$ 233,530.00
C2	1 1/2" Type D HMAC Overlay	SY	14,867.00	5.80	85,228.60	152,845.00	\$ 5.80	\$ 886,501.00	137,978.00	5.80	\$ 800,272.40
C3	Unclassified Excavation	CY	21.00	10.83	227.43	215.00	\$ 10.83	\$ 2,328.45	194.00	10.83	\$ 2,101.02
C4	Temporary Pavement Markers	Each	139.00	1.72	239.08	1,421.00	\$ 1.72	\$ 2,444.12	1,282.00	1.72	\$ 2,205.04
D1	Level-up & Site Preparation	Ton	0.00	54.00	-	2,748.00	\$ 54.00	\$ 148,392.00	2,748.00	54.00	\$ 148,392.00
D2	1 1/2" Type D HMAC Overlay	SY	0.00	6.15	-	89,438.00	\$ 6.15	\$ 550,043.70	89,438.00	6.15	\$ 550,043.70
D3	Unclassified Excavation	CY	0.00	10.91	-	124.00	\$ 10.91	\$ 1,352.84	124.00	10.91	\$ 1,352.84
D4	Temporary Pavement Markers	Each	0.00	1.65	-	817.00	\$ 1.65	\$ 1,348.05	817.00	1.65	\$ 1,348.05
E1	Construct 6" Flexbase	SY	0.00	63.84	-	370.00	\$ 63.84	\$ 23,620.80	370.00	63.84	\$ 23,620.80
E2	2" Type D HMAC Overlay	SY	0.00	6.98	-	11,923.00	\$ 6.98	\$ 83,222.94	11,923.00	6.98	\$ 83,222.94
E3	Unclassified Excavation	CY	0.00	10.30	-	19.00	\$ 10.30	\$ 195.70	19.00	10.30	\$ 195.70
E4	Temporary Pavement Markers	Each	0.00	2.59	-	32.00	\$ 2.59	\$ 82.88	32.00	2.59	\$ 82.88
E5	Prime Coat	Gal	0.00	5.00	-	975.00	\$ 5.00	\$ 4,875.00	975.00	5.00	\$ 4,875.00
E6	Construct 6" Flexbase	SY	0.00	18.78	-	808.00	\$ 18.78	\$ 11,406.08	808.00	18.78	\$ 11,406.08
E7	Roadway planning 1 1/2" depth	SY	0.00	14.23	-	524.00	\$ 14.23	\$ 7,456.52	524.00	14.23	\$ 7,456.52
E1-ALT	Level-up & Site Preparation	TON	0.00	64.72	-	205.00	\$ 64.72	\$ 13,267.60	205.00	64.72	\$ 13,267.60
E2-ALT	1 1/2" Type D HMAC Overlay	SY	0.00	7.12	-	6,442.00	\$ 7.12	\$ 45,867.04	6,442.00	7.12	\$ 45,867.04
E3-ALT	Unclassified Excavation	CY	0.00	12.16	-	12.00	\$ 12.16	\$ 145.92	12.00	12.16	\$ 145.92
E4-ALT	Temporary Pavement Markers	Each	0.00	1.65	-	80.00	\$ 1.65	\$ 132.00	80.00	1.65	\$ 132.00
F1	Level-up & Site Preparation	TON	0.00	57.52	-	441.00	\$ 57.52	\$ 25,366.32	441.00	57.52	\$ 25,366.32
F2	1 1/2" Type D HMAC Overlay	SY	0.00	6.22	-	14,824.00	\$ 6.22	\$ 90,961.28	14,824.00	6.22	\$ 90,961.28
F3	Unclassified Excavation	CY	0.00	11.47	-	17.00	\$ 11.47	\$ 194.99	17.00	11.47	\$ 194.99
F4	Temporary Pavement Markers	Each	0.00	2.16	-	109.00	\$ 2.16	\$ 235.44	109.00	2.16	\$ 235.44
F4	Prime Coat	Gal	0.00	4.28	-	891.00	\$ 4.28	\$ 3,813.48	891.00	4.28	\$ 3,813.48
					\$ 532,057.90			\$ 4,237,526.96			\$ 3,705,469.08

Materials (\$) _____
 Services (\$) _____
TOTAL \$ 532,057.90

NET OVERRUN(UNDERRUN) **\$ 532,057.90**

TIME Extension: **90 Days**

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any claim or circumstance arising from this Change Order.

NOTICE to the CONTRACTOR:
 This is your authority to proceed with this work at the rates named above.

REQUESTED BY APAC of Texas, Inc. / Wheeler Companies
 SHAWN FOLK _____ 9-3-14
 Name Signature Date

RECOMMENDED FOR APPROVAL BY:

Scott R. Lambert, P.E. _____ 9-3-14
 Project Manager Signature Date

Donald W. Ward, P.E. _____ 9/3/14
 Assistant Public Works Dir, Road & Bridge Signature Date

Morgan Cotten, P.E. _____ 9/3/14
 Public Works Director Signature Date

APPROVED:

Steve Manila, P.E. _____ 09/03/2014
 County Executive Signature Date

Cyd V. June _____ 9/3/14
 Purchasing Agent Signature Date

Samuel T. Bischoff _____
 County Judge Signature Date

Funds Reservation 300001279

General Data			
Document type	FC	Document type	030
Company code	1000	Document date	08/26/2014
FM area	1000	Posting date	08/26/2014
Controlling area	1000	Currency	USD/ 1.00000
Statistics			
Entered by	GARDNET	Created on	08/26/2014
Last changed by		Last changed	
More Data			
Text	FY13 HMAC MOD 4		
Reference			
Overall Amount	801,588.22 USD		

Document item 001			
Text	FY13 HMAC MOD 4		
Commitment item	522040	Funds center	1498000001
Fund	0001	G/L account	522040
Cost center	1498000001	Due on	
Vendor		Customer	
Amount	500,000.00 USD		

Document item 002			
Text	FY13 HMAC MOD 4		
Commitment item	511820	Funds center	1490200001
Fund	0001	G/L account	511820
Cost center	1490200001	Due on	
Vendor		Customer	
Amount	301,588.22 USD		



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Ruena Victorino/854-9778

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 12, An Assignment of Contract No. 4400000017 (H.T.E. Contract No. 06T00192RG) from Metrocall, Inc. dba USA Mobility, Inc., to SPOK, Inc.

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

This modification will change the contractor name from Metrocall, Inc. dba USA Mobility, Inc. to SPOK, Inc. In effect, SPOK, Inc. will assume all rights and responsibilities of Metrocall, Inc. dba USA Mobility, Inc. in regards to Contract No. 4400000017, for the purchase of Wireless Text and Numeric Messaging Services.

- **Contract Expenditures:** Within the last twelve (12) months \$41,615.86 has been spent against this contract.

MODIFICATION OF CONTRACT NUMBER: 4400000017 (06T00192RG, RENTAL OF PAGES)**PAGE 1**

ISSUED BY:
PURCHASING OFFICE
700 Lavaca Street., Suite 800
AUSTIN, TX 78701

PURCHASING AGENT ASST:
Ruena Victorino
TEL. NO: (512) 854-9700
FAX NO: (512) 854-9185

DATE PREPARED:
August 18, 2014

ISSUED TO:
USA MOBILITY
5363 North IH-35
Austin, Texas 78723

MODIFICATION NO.:
0012

EXECUTED DATE OF
ORIGINAL CONTRACT:
March 28.2006

ORIGINAL CONTRACT TERM DATES:
April 1, 2006 to January 31,2011

CURRENT CONTRACT TERM DATES:
April 1, 2006 to January 31, 2015

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.

The above referenced contract is hereby modified to reflect the following changes:

- 1) Effective August 18, 2014, the Contractor's name on Contract No. is changed as follows:

From: USA MOBILITY
5363 North IH-35
Austin, TX 78723

To: SPOK, INC.
6850 Versar Center, Suite 420
Springfield, VA 22151

LEGAL BUSINESS NAME: _____

BY: _____
SIGNATUREBY: _____
PRINT NAMETITLE: _____
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:

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are Metrocall, Inc. dba USA Mobility (Tax ID #541215634), a company duly authorized and operating under the laws of the State of Texas (Assignor"), and SPOK (Tax ID #911199104) a company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and USA Mobility, entered into a written Contract for the provision of Wireless Text and Numeric Messaging Services (Contract No. 4400000017) on April 1, 2006, which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Because USA Mobility is hereinafter being encompassed into and will be known as SPOK, a company with a different Tax ID number, assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract effective as August 18, 2014. (the "Effective Date of Assignment").
- 2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
- 3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
- 4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
- 5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
- 6. All references in this Assignment to the Contract encompass the original Contract, No. 4400000017, and modification 12. Said modification is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length.

USA Mobility, Inc.
 By: _____
 Printed Name: _____
 Title & Date: _____
 Attest: _____
 Date: _____

SPOK
 By: _____
 Printed Name: _____
 Title & Date: _____
 Attest: _____
 Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from US Mobility to SPOK.

TRAVIS COUNTY, TEXAS

By: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Lori Clyde/4-4205

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Contract Award for FleetFocus Fleet Information Management System to AssetWorks 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.

TNR recommends awarding a contract to AssetWorks LLC for the purchase and maintenance of FleetFocus fleet information management system. This system is being purchased through GSA Contract No. 35F-4731G.

On April 2, 2013, the Commissioners Court approved the purchase of FleetFocus to replace the existing H.T.E. fleet work order module. FleetFocus is a fleet information management system provided by AssetWorks. Of the systems evaluated, AssetWorks was found to better meet needs of the County's fleet operation. This dedicated fleet information management system is ready out of the box and requires minimal customization. The implementation of a dedicated fleet information management system will allow for a more efficient work order processing maximizing mechanic productivity and streamlined management reporting to protect this significant asset investment.

The solution's primary user would be the County's Fleet Services which is a division within TNR. The County has approximately 1,800 pieces of vehicles, heavy equipment, trailers, mowers, etc. that are tracked in the current H.T.E. work order system. The system will be used to maintain the fleet inventory, department assignments, repair history, work order information and provide critical management reports. It will interface with SAP purchasing module to share real-time information between

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.

both systems. Additionally, it will be integrated with the County's fuel management system. The recommended product is a web-based software system that will be hosted by Travis County ITS.

➤ **Contract-Related Information:**

Award Amount: \$237,085.00

Contract Type: Software Purchase and Maintenance

Contract Period: September 9, 2014 – September 8, 2015

➤ **Special Contract Considerations:**

Award has been protested; interested parties have been notified.

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

Comments: GSA Contract 35F-4731G

➤ **Funding Information:**

SAP Funds Reservation #: 300001285

Funding Account(s):

Comments:



TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

700 Lavaca, 5th Floor
Travis County Administration Building
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

September 2, 2014

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent

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

SUBJECT: Contract Request – GSA Contract #35F-4731G
Fleet Information Management System

TNR recommends award to AssetWorks using the above referenced GSA contract for the County's new fleet information management system totaling \$237,085. The budgeted cost center is 1490350000, Fund 4072, Commitment Item 520210. The funds have been reserved on funds reservation 300001285.

On April 2, 2013, the Commissioners Court approved the purchase of FleetFocus to replace the existing H.T.E. fleet work order module. FleetFocus is a fleet information management system provided by AssetWorks. Of the systems evaluated, AssetWorks was found to better meet needs of the County's fleet operation. This dedicated fleet information management system is ready out of the box and requires minimal customization. The implementation of a dedicated fleet information management system will allow for a more efficient work order processing maximizing mechanic productivity and streamlined management reporting to protect this significant asset investment.

The solution's primary user would be the County's Fleet Services which is a division within TNR. The County has approximately 1,800 pieces of vehicles, heavy equipment, trailers, mowers, etc. that are tracked in the current H.T.E. work order system. The system will be used to maintain the fleet inventory, department assignments, repair history, work order information and provide critical management reports. It will interface with SAP purchasing module to share real-

time information between both systems. Additionally, it will be integrated with the County's fuel management system. The recommended product is a web-based software system that will be hosted by Travis County ITS.

If you need additional information, please contact Sydnia Crosbie at (512) 854-7682.

SC:SMM:sc
Contract File

Purchasing Agreement with AssetWorks LLC (fka AssetWorks, Inc.) and Travis County, Texas

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement ("Agreement") is between Travis County, a political subdivision of the State of Texas ("Travis County" or "County") and AssetWorks LLC (formerly known as Assetworks, Inc.) a Delaware limited liability Company authorized to do and doing business in the State of Texas ("Vendor" or "Contractor").

Travis County is acquiring a license, professional services and maintenance services for AssetWorks software products (the "Products and Services") identified on Vendor's price quotation of 06/24/2014 (the "Quotation"). Vendor is selling the Products and Services to the County under the terms of the U.S. General Services Administration contract number GS-35F-4731G (the "GSA Contract"). Vendor has the necessary ability, expertise, and experience to provide the Products and Services.

In consideration of the mutual covenants set forth here and for other good and valuable consideration, the parties agree as follows:

SECTION 1: ACKNOWLEDGEMENTS OF PARTIES

1.1 County and Vendor agree that the terms and conditions of the GSA Contract and all addenda, amendments and modifications to it, govern County's purchase of the Products and Services, and the parties have agreed to enter into this Agreement directly in order to supplement the GSA Contract terms and conditions for the purpose of clarifying the Project scope and components and to provide County with additional contractual rights and remedies. The attachments enumerated below are a part of this Agreement and constitute promised performances by Vendor:

1.2 This Agreement incorporates the following attachments:

- 1.2.1 SOW ("Attachment A")
- 1.2.1 Quotation ("Attachment B");
- 1.2.2 AssetWorks Standard Professional Services Agreement ("Attachment C")
- 1.2.3 AssetWorks Software License Agreement ("Attachment D")
- 1.2.4 AssetWorks Software Maintenance Agreement ("Attachment E")
- 1.2.3 Ethics Affidavit ("Attachment F")

1.3 In the event of inconsistency between the documents composing this Agreement or in the GSA Contract, the inconsistency will be resolved by giving precedence in the following descending order:

- (i) GSA Contract
- (ii) Agreement, excluding its incorporated attachments
- (iii) Attachment A
- (iv) Attachment B
- (v) Attachment F
- (vi) Attachments C, D, and E

SECTION 2: EMPLOYMENT OF VENDOR

2.1 Vendor is an independent contractor. Neither Vendor nor any employees of Vendor claim to be employees of Travis County, nor do they claim any benefits from Travis County other than the payments that this Agreement sets forth. Vendor will provide the Products and Services described here only as an independent contractor.

SECTION 3: SCOPE

3.1 Vendor's basic services will consist of all elements of work, materials, equipment and preparation required to provide the Products and Services in accordance with applicable federal and Texas law, and in a satisfactory manner as determined by TNR. Vendor will provide the Products and Services described in the Quotation.

3.2 At no time during the term of this Agreement will Vendor perform any of the following:

3.2.1 activities that could compromise the security of Travis County's data and applications; or

3.2.2 activities that could compromise the quantity or quality of work performed under this Agreement.

3.3 Vendor will provide such assistance as County may request regarding recommended maintenance, operation and repair of hardware, software, firmware and any other equipment as necessary to ensure the Services are not unreasonably delayed or incapable of being performed as required under this Agreement.

3.4 Intentionally omitted.

3.5 Vendor will acquire and maintain a complete working knowledge of the subject matter with which this Agreement is concerned and any other knowledge or expertise required to adequately perform the Services.

3.6 Vendor will comply with all applicable federal, state, and local laws rules and regulations while performing the Services and will acquire and maintain any necessary certifications and licenses to perform the Services, at Vendor's sole expense.

SECTION 4: COUNTY RESPONSIBILITY

4.1 Travis County Transportation and Natural Resources ("TNR") department head or his designated representative, is the County's representative for purposes of administering this Agreement and will provide Vendor with any documents, reports, studies, analysis, statistics, data or other information in County's possession pertinent to or reasonably necessary for Vendor's performance under this Agreement.

SECTION 5: COMPENSATION

5.1 As compensation for Vendor's performance under this Agreement, Travis County will pay Vendor the sum indicated in Attachment B. Vendor will submit to the Travis County Auditor an invoice detailing the Products provided. Vendor will not, however, submit invoices until County has accepted the Products and Services invoiced, as such term is defined below. County will pay Vendor within thirty (30) days of the receipt of an acceptable invoice by the Travis County Auditor. At minimum invoices will include: (i) name, address, and telephone number of Vendor and similar information in the event payment is to be made to a different address; (ii) County Contract, Purchase Order, or Delivery Order number; (iii) identification of the Services as outlined in this Agreement; and (iv) any additional payment information that may be called for by this Agreement. Accrual and payment of interest on overdue payments will be governed by Tex. Gov't Code, ch. 2251.

5.2 Vendor will not release any Products or perform any Services until a purchase order number is assigned by the designated representative of the County Purchasing Office. Vendor will reference contract and purchase order on all invoices submitted to the Travis County Auditor. Upon issuance of a purchase order, the contract administrator will call the Vendor with the items needed to be supplied. Vendor must provide written assurance to County of timely delivery of ordered products, and will respond by supplying the items at the time required. Failure to act in this manner may result in termination of this contract.

5.3 Vendor is an independent contractor and Travis County will not pay Vendor any customary Travis County employment benefits, including, but not limited to taxes, worker's compensation, health or retirement benefits, sick leave or vacation and holiday.

5.4 Vendor is responsible for reporting all federal, state, and city tax liabilities, social security obligations, and any other taxable matters associated with the Services and compensation rendered under this Agreement and will be solely obligated to pay any and all taxes related to income paid to Vendor.

P.O. Box 1748
Austin, TX 78767

Vendor: John Hines III
President
AssetWorks LLC
998 Old Eagle School Rd. - Suite 1215
Wayne, PA 19087

The parties may change their respective addresses for notice by delivery of a notice complying with the requirements of this section.

8.2 VENUE: The obligations and undertakings of the parties to this Agreement will be performable in Travis County, Texas, and this Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

8.3 ASSIGNMENT: The parties will not assign any of the rights or obligation under this agreement without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF TRAVIS COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT. The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to it if the assignment or transfer is made in compliance with this Agreement's provisions.

8.4 TAXES: In the event any property taxes on any property owned by the Vendor located in Travis County, Texas, are overdue and delinquent, then the overdue and delinquent amount will be withheld from any compensation due the Vendor and paid to the appropriate taxing jurisdiction. Vendor assigns any payments due under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

8.5 W-9: Vendor will 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 Auditor before any Agreement funds are payable.

8.6 FORFEITURE OF CONTRACT:

8.6.1 If Vendor has done business with a Key Contracting Person, listed in Attachment 1 to Attachment F during the 365-day period immediately prior to the date of execution of this Agreement by Vendor or does business with any such Key Contracting Person at any time after the date of execution of this Agreement by Vendor and prior to full performance of this

Agreement, Vendor will forfeit all benefits of this Agreement, and County will retain all benefits of and performance under this Agreement and recover all consideration, or the value of all consideration, paid to Vendor pursuant to this Agreement; provided, however, that this section may be waived by the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy. Vendor has submitted the names of any Key Contracting Persons with whom Vendor has done business during the 365-day period immediately preceding the execution of this Agreement for the Court's contemporaneous consideration with this Agreement.

8.6.2 "Has done business" and "does business" mean:

8.6.2.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

8.6.2.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

but does not include

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

8.6.2.4 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 Vendor in the ordinary course of its business; and

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

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

8.10 PROPRIETARY INFORMATION:

8.10.1 Vendor and County will take all reasonable steps necessary to ensure that all goods, supplies, or equipment (or any portion of them) provided under this Agreement, whether on magnetic tape, disk, memory or in any other form, are not made available by Vendor or County, or any of their employees, agents or representatives, to any organizations or individuals not authorized under this Agreement to make use of them. In particular, Vendor and County recognize that the goods, supplies or equipment provided in this Agreement may contain information of a proprietary or confidential nature that is subject to protection under applicable patent, copyright, trade secret, trademark or other intellectual property laws (the "Proprietary Information") and agree as follows:

8.10.1.1 To use Proprietary Information solely at the sites or locations specified or authorized under this Agreement;

8.10.1.2 Not to copy or duplicate Proprietary Information, or any component of it, by any means for any purpose whatsoever except as is required for archival or security storage purposes, without prior written consent of the other party;

8.10.1.3 To instruct their employees, agents and representatives having access to Proprietary Information not to copy or duplicate such information or provide the same to any third party or unauthorized individual;

8.10.1.4 To implement and enforce security measures to safeguard Proprietary Information from theft or access by unauthorized persons;

8.10.1.5 To reproduce the copyright notice and other proprietary or identifying markings on all materials related to or part of the Proprietary Information on which such copyright notice or other proprietary or identifying markings are displayed, including any copies made pursuant to this Agreement.

8.10.2 Any modification or enhancements to the Proprietary Information, or any other materials related to the Proprietary Information, provided by Vendor to County or by County to Vendor, or otherwise developed or implemented, will be subject to all conditions and restrictions contained in this Agreement.

8.10.3 Vendor will not use, and will not allow anyone else under its control to use, personally identifiable or private information collected by Vendor for any purpose or to provide it to any third party unless: (i) Travis County Internet Technology Services ("ITS") has given clear prior notice of the possibility of such other use; (ii) ITS affirmatively consents to such use; and (iii) County agrees to such other use.

8.10.4 Each party further acknowledges that the Proprietary Information may be owned, controlled, or licensed by the other party, and agrees to use such information solely for the purpose of performing its obligations under this Agreement, subject to Travis County's legal obligations to comply with the requirements with The Texas Public Information Act ("TPIA") and decisions, opinions, and letter rulings related to it.

8.11 SEVERABILITY: If any clause, sentence, provision, paragraph, or article of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or ineffective in any respect, the remainder Agreement will remain valid and binding.

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

8.13 DISPUTES AND APPEALS: The Travis County Purchasing Agent acts as the County representative in issuing and administering this Agreement. Any document, notice, or correspondence not issued by or to the Purchasing Agent is null and void, unless otherwise stated in this Agreement. If Vendor does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the Vendor must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Vendor's satisfaction, Vendor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Vendor then has the right to be heard by Commissioners Court.

8.14 FUNDING OUT: Despite anything to the contrary in this Agreement, if, during budget planning and adoption, the Travis County Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Vendor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

8.15 CERTIFICATION OF ELIGIBILITY: Vendor certifies that at the time of executing this Agreement, Vendor is not on the Federal Government's list of suspended, ineligible, or debarred contractors. If Vendor is placed on the list during the term of this Agreement, Vendor will notify the Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

8.16 AMENDMENT. Only written instruments signed by both Travis County and Vendor may amend this agreement. **VENDOR ACKNOWLEDGES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO AMEND OR ALTER THE TERMS OF THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE TRAVIS COUNTY COMMISSIONERS COURT.**

8.17 ENTIRETY OF AGREEMENT: This Agreement and its attachments sets forth the sole, entire, and integrated Agreement between Travis County and Vendor with respect to the subject matter of this Agreement, and supersedes all prior negotiations, representations, or agreements either oral or written.

The parties have executed this Agreement effective as of the later date set forth below (the "Effective Date").

ASSETWORKS LLC (fka ASSETWORKS, INC.)

TRAVIS COUNTY, TEXAS

John H. Hines III
President

Samuel T. Biscoe
Travis County Judge

Date: _____

Approved as to form

Assistant County Attorney

Date

Availability of funds confirmed

Nicki Riley, Travis County Auditor

Date

Compliance with law and policy confirmed and approved

Cyd V. Grimes, Travis County Purchasing Agent

Date

Attachment A
Statement of Work

Attachment B

Quotation

Attachment C

ASSETWORKS STANDARD PROFESSIONAL SERVICES AGREEMENT

1. SERVICES.

This Agreement shall apply each time Customer engages AssetWorks to provide services. All services provided will be described in an AssetWorks' quotation or a mutually agreed upon "**Statement of Work**" ("**SOW**") as applicable (hereinafter referred to as "**Services**"), if attached. Initial SOW is the attached PO.

2. TERMS

2.1 Requests for Service; Quotes and Orders.

Customer shall sign and return this agreement for the initial order for Services. All subsequent orders for Services must specify AssetWorks' quotation (if any), and reference the Service(s) requested and invoice address. All orders are subject to acceptance by AssetWorks.

2.2 Prices. The prices charged for Services purchased under this Agreement will be AssetWorks' then current charges for such services in each AssetWorks region or as quoted by AssetWorks. If the Services are being performed on a time and materials basis, any estimates provided by AssetWorks are for planning purposes only.

2.3 Additional Fees; Taxes. Prices are exclusive of all country, provincial, state and local sales, use, value added, excise, privilege, franchise and similar taxes. Taxes imposed on AssetWorks (other than taxes related to AssetWorks' income) in connection with the Services purchased under this Agreement will be paid by Customer and will appear as separate items on AssetWorks' invoices.

2.4 Invoicing and Payment. Customer's payment terms will be net thirty (30) days from the date of invoice.

2.5 Term. This Agreement will begin on the effective date stated above and will continue until terminated in accordance with its terms. Each SOW will continue for the term stated therein, unless otherwise terminated pursuant to this Agreement.

2.6 Termination. Either party may terminate this Agreement by providing at least thirty (30) days prior written notice to the other. Termination of the Agreement will not terminate any outstanding SOWs and the terms of this Agreement will survive such termination to the extent that such terms are incorporated into any outstanding SOWs. Either party may terminate an individual SOW if the other party commits a material breach of such an

agreement and the breach is not cured within thirty (30) days of receipt of written notice from the injured party. Termination of one or more SOW will not terminate this Agreement. Upon termination, all rights and obligations of the parties under this Agreement will automatically terminate except for rights of action accruing prior to termination, payment obligations and any obligations that expressly or by implication are intended to survive termination.

3. PROPRIETARY RIGHTS

AssetWorks will retain exclusive ownership in all deliverables created by AssetWorks hereunder and will own all intellectual property rights, title and interest in any ideas, concepts, know how, documentation or techniques developed by AssetWorks under this Agreement. AssetWorks will also retain all intellectual property rights with respect to the tools and/or software that AssetWorks uses to deliver the Services. Subject to payment in full for the applicable Services, AssetWorks grants Customer a perpetual, non-exclusive, non-transferable, royalty-free right to use the deliverables solely for Customer's internal use.

4. EXPORT; REGULATORY REQUIREMENTS

Customer acknowledges that the Services sold under this Agreement, which may include technology and software, are subject to the customs and export control laws and regulations of the United States ("U.S.") and may also be subject to the customs and export laws and regulations of the country in which the Services are rendered and/or received. Customer agrees to abide by those laws and regulations. Customer further represents that any software provided by Customer and used as part of the Services contains no encryption or, to the extent that it contains encryption, such software is approved for export without a license. If Customer cannot make the preceding representation, Customer agrees to provide AssetWorks with all of the information needed for AssetWorks to obtain export licenses from the United States government and to provide AssetWorks with such additional assistance as may be necessary to obtain such licenses. Notwithstanding the foregoing, Customer is solely responsible for obtaining any specific licenses relating to the export of software if a license is needed. AssetWorks may also require export certifications from Customer for

Customer provided software. AssetWorks' acceptance of any order for Services is contingent upon the issuance of any applicable export license required by the United States Government; AssetWorks is not liable for delays or failure to deliver Services or a product resulting from Customer's failure to obtain such license or to provide such certification.

5. CUSTOMER RESPONSIBILITIES

It is the Customer's responsibility to backup data on Customer's system. AssetWorks WILL NOT BE RESPONSIBLE FOR LOSS OF OR DAMAGE TO DATA OR LOSS OF USE OF ANY COMPUTER OR NETWORK SYSTEMS. Customer acknowledges that AssetWorks' performance and delivery of the Services are contingent upon: (i) Customer providing safe and hazard-free access to its personnel, facilities, equipment, hardware, software, network and information and (ii) Customer's timely decision-making, notification of relevant issues or information and granting of approvals and/or permission. Customer will promptly obtain and provide to AssetWorks any required licenses, approvals or consents necessary for AssetWorks' performance of the Services. Information disclosed by Customer pursuant to a separate Nondisclosure Agreement ("NDA") signed by both parties will be protected under the terms of the NDA. Customer acknowledges that any information or data disclosed or sent to AssetWorks that is not protected under a separate NDA is not confidential or proprietary to Customer.

6. LIMITED WARRANTY & LIMITATION OF LIABILITY

6.1 Limited Warranty. ASSETWORKS WARRANTS THAT SERVICES WILL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY STATED IN THE PRECEDING SENTENCE, ASSETWORKS MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS OR THIRD PARTY SERVICES; ANY WARRANTY WITH RESPECT TO THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN CONDUCTING SERVICES; ANY WARRANTY CONCERNING THE RESULTS TO BE OBTAINED FROM THE SERVICES OR THE RESULTS OF ANY RECOMMENDATION ASSETWORKS MAY MAKE; AND, ANY IMPLIED WARRANTIES CONCERNING THE PERFORMANCE, MERCHANTABILITY, SUITABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OF ANY OF THE DELIVERABLES OR OF ANY SYSTEM THAT MAY RESULT FROM THE IMPLEMENTATION OF ANY

RECOMMENDATION ASSETWORKS MAY PROVIDE.

6.2 Limitation of Liability. NEITHER CUSTOMER, ASSETWORKS NOR ASSETWORKS'S SUBCONTRACTORS WILL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY ASSETWORKS EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ASSETWORKS SHALL NOT HAVE LIABILITY FOR (I) LOSS OF INCOME, PROFIT, OR SAVINGS, WHETHER DIRECT OR INDIRECT, (II) LOST OR CORRUPTED DATA OR SOFTWARE, OR (III) PRODUCTS NOT BEING AVAILABLE FOR USE. EXCEPT FOR CLAIMS THAT THE SERVICES (EXCLUDING THIRD PARTY PRODUCTS) CAUSED BODILY INJURY (INCLUDING DEATH) DUE TO ASSETWORKS'S NEGLIGENCE OR WILLFUL MISCONDUCT, ASSETWORKS'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY SERVICES PURCHASED PURSUANT TO THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER FOR THE SPECIFIC SERVICE(S) GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD.

7. INDEMNIFICATION

CUSTOMER accepts responsibility for, and agrees to indemnify and hold AssetWorks harmless from, any and all liability, damages, claims or proceedings arising out of (i) the failure of CUSTOMER to obtain the appropriate license, intellectual property rights, or any other permissions, regulatory certifications or approvals required to support any SOW or AssetWorks' performance of the Services, or (ii) any inaccurate representations regarding the existence of an export license.

8. MISCELLANEOUS ITEMS

8.1 Assignment; Subcontracting. Unless otherwise provided in the SOW, CUSTOMER may not assign this Agreement without the prior written consent of AssetWorks. AssetWorks has the right to hire subcontractors to perform the Services provided that AssetWorks shall remain responsible for the performance of Services under this Agreement, or to assign Services to its affiliates.

8.2 Entire Agreement; Severability. This Agreement (with attachments) is the entire agreement between AssetWorks and CUSTOMER with respect to its subject matter and supersedes all prior oral and written understandings, communications or agreements between AssetWorks and CUSTOMER. No amendment to or modification of this Agreement, in whole or in part, will be valid or binding unless it is

in writing and executed by authorized representatives of both parties. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.

8.3 Independent Contractor. The parties are independent contractors. Neither party will have any rights, power or authority to act or create an obligation, express or implied, on behalf of another party except as specified in this Agreement.

8.4 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

8.5 Dispute Resolution. The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute. If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. Nothing herein shall prevent either party from seeking a preliminary or permanent injunction to preserve the status quo or prevent irreparable harm during the

negotiation process or diminish the respective rights of the parties to pursue any and all remedies available in law and/or equity at any time.

8.6 Notices. To give notice under this Agreement, the notice must be in writing and sent by postage prepaid first-class mail, receipted courier service, facsimile telecommunication or electronic mail to the address which appears below each party's signature below or to such other address as any party shall specify by notice in writing to the other party and will be effective upon receipt.

8.7 Section Headings. The section headings contained in this Agreement are inserted for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

8.8 Governing Law, Jurisdiction and Language. The laws of the State of Texas will govern this Agreement.

8.9 Limitation Period. Neither party may institute any action in any form arising out of this Agreement more than two (2) years after the cause of action has arisen, or in the case of nonpayment, more than two (2) years from the date of last payment.

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

Attachment D

ASSETWORKS SOFTWARE LICENSE AGREEMENT

This License Agreement applies to all software provided to Customer by AssetWorks Inc. a Delaware corporation ("AssetWorks") including software owned by AssetWorks and software owned by other parties that is embedded in software owned by AssetWorks or that is included in hardware provided by AssetWorks.

1. LICENSE. AssetWorks grants to Customer a non-exclusive, perpetual non-transferable license to make use of the software specified in the attached Schedule (herein "Software") on the Customer's database servers, and application servers and/or web servers (referred to as the "Enterprise").

Customer shall have the right to use only one copy or image of the Software for production purposes to the limits set forth in the Schedule. Customer may increase those limits by executing a subsequent quotation or Schedule and paying in full the applicable fees. Upon signing the subsequent quotation or additional Schedule and paying in full the applicable fees, Customer shall have the right to the limits of the original Schedule and all subsequent Schedule(s).

Customer may make one copy of the Software for backup purposes. The backup copy must contain the complete program name, copyright and trademark notices. Backup copies are for Customer use only and cannot be assigned or transferred to another person or used on another computer.

2. RESTRICTIONS. Customer cannot sell, rent, lease, loan, transfer, distribute, copy electronically, or transfer any copy or part of this software without prior written consent of AssetWorks and the payment of additional license fees. Customer cannot modify, translate, disassemble, decompile, or create derivative works of the software or any copy in whole or in part.

3. INTELLECTUAL PROPERTY.

Customer acknowledges and agrees that the Software consists of proprietary source code developed and owned by AssetWorks ("AssetWorks Software"). It may also include contributions made by third parties whose source code ("Third Party

Software) is incorporated into and made a part of the Software.

The current list of Third Party Software, if any, is listed in electronic documentation available upon request. Customer acknowledges and agrees that future updates, enhancements and upgrades to the Software may include additional Third Party Software, which will be identified in the revised documentation furnished to Customer with such updates, enhancements and upgrades to the Software. Customer agrees to be bound by the terms and conditions, if any, imposed by the developer/owner of each component of the Third Party Software, which may be found at web site(s) listed in the documentation, as amended from time to time.

Customer agrees that AssetWorks is the owner of all right, title and interest in all AssetWorks Software, including (i) any Source Code, Object Code, enhancements and modifications; (ii) all files, including input and output materials pertaining to the AssetWorks Software; (iii) all documentation related to the AssetWorks Software; (iv) all media upon which any such computer programs, files and documentation are located (including tapes, disks and other storage media); and (v) all related material that is furnished by AssetWorks.

Customer agrees that, notwithstanding inclusion of Third Party Software in the Software, neither the AssetWorks Software nor the Software shall enter the public domain by reason of the terms and conditions of this Agreement or the inclusion of Third Party Software in the Software, and Customer shall do nothing to cause any infringement of AssetWorks' proprietary rights or to cause the AssetWorks Software or the Software to enter the public domain.

Customer agrees that it will not remove or alter any legends, trademarks, trade names, service marks, copyrights, logos, markings or other brand designations of the AssetWorks Software, the Third Party Software or the Software.

Neither Party grants to the other Party under this Agreement any actual or implied license to use its trademarks, trade names, service marks, copyrights, logos, markings or other brand designations.

4. FEES AND PAYMENT. All fees for Software set forth in the Schedule are payable by Customer within thirty (30) days of receipt of invoice.

5. NO OTHER RIGHTS. Except as stated herein, this Agreement does not grant Customer any rights to patents, copyrights, trade secrets, trade names, trademarks, (whether registered or unregistered), or any other rights or franchises in respect to the software and its documentation.

6. TERM. This license is effective upon the date it is first fully executed by both parties and continue until terminated. Customer can terminate it at any time by destroying the software including all media and documentation and erasing any copies residing on Customer system. Or, AssetWorks can terminate this License immediately for nonpayment of license fees or if Customer fail to comply with the terms and conditions of this Agreement.

7. TRANSFER. Customer cannot transfer, sublicense, or assign the license or the software except as expressly provided in this Agreement. Any attempt otherwise to sublicense, assign or transfer any of the rights, duties, or obligations hereunder is void and will terminate Customer license.

8. WARRANTY DISCLAIMER/LIMITED WARRANTY. ASSETWORKS WARRANTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF DELIVERY THE SOFTWARE WILL CONFORM TO THE DOCUMENTATION PUBLISHED OR PROVIDED BY ASSETWORKS. EXCEPT AS PROVIDED IN THE FOREGOING SENTENCE, THIS SOFTWARE IS PROVIDED AS IS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE USE, PERFORMANCE AND RESULTS OF USING THE SOFTWARE AND ITS DOCUMENTATION IS WITH CUSTOMER.

9. LIMITATION OF LIABILITY. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred, limited to the amount of fees for which AssetWorks contracted under the Schedule that is the subject of the claim provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

Irrespective of the basis of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

10. ENTIRE AGREEMENT. Customer further agree that it is the complete and exclusive statement of the Agreement between us which supersedes any proposal or prior agreement, oral, or written, and any other communications between us relating to the subject matter of this Agreement.

11. THIRD PARTY SOFTWARE. Any third party software is provided subject to the terms and conditions of license of such third party. The additional terms and conditions that apply to such third party software may be included in printed materials delivered by AssetWorks or available online or through electronic documentation delivered by AssetWorks.

12. GENERAL. This Agreement will be governed by the laws of the state of Texas. If any provisions of this Agreement shall be held by any court of competent jurisdiction to be contrary to the law, the provisions will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect. Neither party will assign or transfer its interest in this Agreement without the prior written consent of the other party.

13. EXPORT. Customer must comply fully with all laws and regulations of the United States and other countries ("Export Laws") to assure that neither the Software, nor any direct products thereof are (1) exported, directly or indirectly, in violation of Export Laws, or (2) are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation.

14. ADDITIONAL PROVISIONS. No other party or company may make any warranty, either express or implied, regarding the software, its merchantability or its fitness for any particular purpose.

15. Notices Addresses:

AssetWorks Inc.

998 Old Eagle School Rd. - Suite 1215

Wayne, PA 19087

Attn.: John Hines

Division President

Attachment E

ASSETWORKS SOFTWARE MAINTENANCE AGREEMENT

1. TERM. Maintenance shall commence on the date first fully executed by both parties and shall have a term of twelve (12) months. The term shall automatically renew each year thereafter for an additional twelve (12) month period unless terminated as set forth below.
2. CORRECTION OF DEVIATIONS. In the event that the Customer encounters an error and/or malfunction ("Deviation") in the Software, Customer shall communicate the circumstances and any supporting information to AssetWorks. Upon receipt, AssetWorks will respond as follows:
 - a. In the event that there exists a Deviation that does not constitute a serious impediment to the normal intended use of the Software, AssetWorks will correct the Deviation and distribute the correction to the Customer in accordance with AssetWorks' normal Software revision schedule.
 - b. In the event that, in the mutual and reasonable opinion of AssetWorks and the Customer, there exists a Deviation that does constitute a serious impediment to the normal intended use of the Software, AssetWorks will take such steps as are reasonably required to correct the Deviation and promptly correct the Deviation or provide a commercially reasonable work around.
3. SOFTWARE REVISIONS AND NEW VERSIONS.
 - a. The Software may be revised by AssetWorks as a result of the correction of Deviations and/or the release of upgrades or improvements or modifications designed to improve the performance of the Software and/or to increase the capabilities of the Software (hereafter "Revisions"). Revisions shall be of two kinds:
 - i. Revisions that the Customer is obliged to implement ("Mandatory Revisions");
 - ii. Revisions that may be implemented by the Customer at its option ("Optional Revisions").
 - iii. No charge shall be made to the Customer for either Mandatory Revisions or Optional Revisions.
 - b. New versions ("New Versions") of the Software may be issued by AssetWorks from time to time. Compared to a Revision, a New Version substantially improves the performance of the Software and/or substantially increases its functionality and capability. Customer, in its sole discretion, may elect to purchase any New Versions.
4. TELEPHONE HOTLINE ASSISTANCE. AssetWorks, at its expense, shall make available technically qualified personnel to respond to all reasonable telephone requests from Customer, Monday through Friday, excluding holidays, during normal business hours, relating to the application and operation of the Software. At other times such personnel of AssetWorks are available by beeper for emergencies.
5. TECHNICAL LITERATURE. AssetWorks shall make available electronically to the Customer technical literature that is considered by AssetWorks to be relevant to the Software.
6. TRANSMISSION. All Revisions and New Versions will be available for download or transmitted to the Customer electronically as mutual agreed. The Customer shall be solely responsible executing the appropriate instructions in order to transfer the Revisions or New Versions onto to its system.
7. REMOTE DIAGNOSTIC ACCESS. The Customer shall provide appropriate remote access where AssetWorks may, with the permission of the Customer, use for the purpose of remote diagnostics and support of the Software.
8. PROPER USE
 - a. The Customer agrees that all reasonable effort shall be taken to ensure that neither the Software nor data files are misused.
 - b. In the event that the Customer or its agents misuses the Software or data files, including, but not limited to, inserting, updating, deleting or otherwise modifying data through a means other than the Software. AssetWorks is not obligated to correct such misuse, however, as mutually agreed, AssetWorks may attempt to correct the situation, if possible, at Customer's expense.

c. In the event that diagnostic assistance is provided by AssetWorks, which, in the reasonable opinion of AssetWorks and the Customer, relates to problems not caused by a Deviation in the Software, such assistance shall be at the Customer's expense.

9. SOFTWARE MAINTENANCE FEE. In consideration of the Maintenance services to be provided by AssetWorks for the Software each twelve month period hereunder, Customer shall pay to AssetWorks an amount equal to twenty percent (20%) of the total amount of the non-discounted License Fee for the Software in effect at the time of the renewal.

10. ADDITIONAL SOFTWARE MAINTENANCE FEE. In the event the Customer acquires additional software to that indicated in the attached PO from AssetWorks (the "Additional Software"), the Maintenance set forth herein shall be extended to cover the Additional Software, and the Customer shall pay an additional annual Maintenance fee in an amount equal to twenty percent (20%) of the then current license fee for the Additional Software starting with the next renewal date unless otherwise agreed by the parties in writing.

11. OTHER FEES AND EXPENSES. If onsite maintenance is required, AssetWorks will provide a quotation an estimate of fees and expenses; if quotation is approved by Customer, Customer will pay reasonable travel and living expenses of AssetWorks' employees or agents, which shall be billed and paid as the expenses are incurred.

12. PAYMENT TERMS

a. Annual payments for Maintenance will be due in advance of the commencement of the initial one-year term of the Maintenance and each anniversary thereafter. Invoices are due thirty (30) days after date of the invoice.

b. AssetWorks reserves the right to change the annual Maintenance fee by providing Customer written notice of the increase at least thirty (30) days prior to any scheduled renewal date.

c. AssetWorks reserves the right to apply a late payment charge of 1.5% per month to amounts outstanding more than thirty (30) days after the date of the invoice.

13. DEFAULT AND TERMINATION

a. The Customer shall have the right to terminate Maintenance upon delivery of written notice at least ninety (90) days prior to any scheduled renewal date.

b. AssetWorks may cancel Maintenance in the event that the Customer does not implement a Mandatory Revision within sixty (60) days of receipt thereof or such longer period as AssetWorks may consent to in writing. In the event that Customer does not implement a Mandatory Revision within thirty (30) days following receipt of written notice from AssetWorks of Customer's failure to implement a Mandatory Revision, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

c. In the event of any breach of the terms and conditions of this Agreement by the Customer, AssetWorks will, by written notice to the Customer, give the Customer a period of thirty (30) days within which to institute remedies to correct such breach. In the event that such breach has not been corrected to AssetWorks' satisfaction within said thirty (30) day period, AssetWorks may then cancel Maintenance, effective immediately, by notice in writing to the Customer.

d. In the event that Maintenance is terminated by AssetWorks, AssetWorks shall have no continuing obligations to the Customer of any nature whatsoever with respect to Maintenance. Furthermore, termination by AssetWorks pursuant to the provisions hereof shall be without prejudice to any right or recourse available to AssetWorks, and without prejudice to AssetWorks' right to collect any amounts, which remain due to it hereunder.

14. LIMITATION OF LIABILITY

a. In the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount of fees paid to AssetWorks for maintenance services; provided, the claiming party shall be obliged to take reasonable steps to mitigate its losses or damages.

b. Irrespective of the basis or theory of the claim, neither party will be liable for any special, punitive, exemplary, indirect, incidental or consequential damages of any kind, including, without limitation, lost profits or loss of data, even if it has been advised of the possibility of such damages.

15. GENERAL TERMS

a. Neither AssetWorks nor Customer will assign or transfer its interest in this Agreement or any Attachment without the prior written consent of the other party.

b. All provisions of this Agreement, which by their nature should survive termination of this Agreement, will so survive.

c. No delay or failure by either party to exercise any right hereunder, or to enforce any provision of this Agreement will be considered a waiver thereof. No single waiver will constitute a continuing or subsequent waiver. To be valid, a waiver must be in writing, but need not be supported by consideration.

d. If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision will be modified to the minimum extent necessary to make it legal, valid and enforceable, and the remaining provisions of this Agreement will not be affected.

e. This Agreement, including its interpretation and enforcement, will be governed by the substantive laws of the laws of the state of Texas excluding its conflict of laws rules.

g. In the event of any dispute arising in the performance of this Agreement, AssetWorks and the Customer will seek to resolve such dispute through good faith, amicable discussions and negotiations. Any specific agreed upon problem escalation procedure will be stated in the related Attachment. In the event of a conflict between the terms of an Attachment and this Agreement, the Attachment shall control unless otherwise provided in the Attachment. In any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief ordered by the court. Such fees and costs will include those incurred in connection with the enforcement of any resulting judgment or order, and any post judgment order will provide for the right to receive such attorneys' fees and costs.

h. Neither party will be liable for any failure to perform or any delay in performing any of its obligations hereunder when such failure or delay is due to circumstances beyond its reasonable control and without its fault (Force Majeure), including, without limitation, any natural catastrophe, fire, war, riot, strike, or any general shortage or unavailability of materials, components or transportation facilities, or any governmental action or inaction. Upon the occurrence of such event of Force Majeure, the affected party will immediately give notice to the other party with relevant details, and will keep the other party informed of related developments.

i. This Agreement constitutes the entire agreement between the parties and supersedes all prior or contemporaneous oral, and all prior written, negotiations, commitments and understandings of the parties relating to the subject matter hereof. This Agreement may not be modified except by a writing executed by both parties.

**Attachment F
Ethics Affidavit**

STATE OF TEXAS }
COUNTY OF TRAVIS }

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

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Contractor to make this affidavit for Contractor.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Contractor has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Attachment 1 with whom Contractor is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

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

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

ATTACHMENT 1
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)	Charyl 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 Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	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, CTPE
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

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u> <u>Holding Office/Position</u>	<u>Date of Expiration</u>
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.

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date of this Agreement with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, Contractor warrants that Contractor is not doing business and has not done business during the 365 day period immediately prior to the date on which this proposal is due with any key contracting person.



Travis County Commissioners Court Agenda Request

Meeting Date: September 2, 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:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPLICATION FOR A TEXAS MASS GATHERING ACT PERMIT UNDER CHAPTER 751 OF THE TEXAS GOVERNMENT CODE FROM PAY IT FORWARD ENTERTAINMENT GROUP FOR THE MUD VOLLEYBALL TOURNAMENT AND RELATED ISSUES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751
Office Phone: 512-854-4621 Fax: 512-854-6471

TRAVIS COUNTY
FIRE MARSHAL
AUG 29 2014
RECEIVED

Application Date: 08 29 14

TNR Application Number: _____

TDLR Permit Number: _____ or RAS Contact: _____

BUSINESS INFORMATION

Commercial Establishment, Business or Public Building Name:

The Bloor Ranch (Cuernoe)

MUD Volleyball
Tournament

Corporation / DBA Name:

Pay It Forward Entertainment Group LLC

911 Street Address or Location:

1200 Blue Bluff Road

Sept 13, 2014

Numerals

Street/Road Name or Number

Suite/Unit No.

Manor

TX

78653

MAPSCO

1

City

State

Zip Code

Page

Block

Exact Legal Description: Private Ranch

Subdivision _____ Lot _____ Block _____

Phase _____ Section _____; OR Acres _____ Out of _____ Survey # _____

Recorded in Real Property Records of Travis County Volume: _____ Page: _____ Tax Parcel ID #: _____

Main Phone Number: (____) _____ Secondary Phone Number: (____) _____ Fax Number: (____) _____

Proposed Commercial Establishment or Public Building Use Type: _____

Times of Operation: _____ (AM / PM) _____ (AM / PM) Days of Week: _____

CONTACT INFORMATION

PRINCIPAL CONTACT / PERMITEE / APPLICANT

Name: Rosen Dave E Date of Birth: 04 19 1975
Last First Middle Initial

Mailing Address: 3501 South First St # 129 Austin TX 78704

Phone Number: 512 294 3303 Fax Number: (____) _____

Email: Drosen-mudvolleyball@gmail.com

If the permit applicant is a corporation, partnership or other legal entity other than a natural person, state the name, date of birth, mailing address, residential address and business address for each general member of the partnership and any limited partners who own at least a ten percent (10%) interest in the partnership on an additional sheet and attach with this permit application.

OWNER

Name: _____ Date of Birth: _____ / ____ / ____
Last First Middle Initial

Mailing Address: _____

Phone Number: (____) _____ Fax Number: (____) _____

Email: _____



Travis County Fire Marshal's Office FIRE CODE PERMIT APPLICATION



5555 Airport Blvd, Suite 400, Austin, Texas 78751
Office Phone: 512-854-4621 Fax: 512-854-6471

Commercial Establishment, Business or Public Building Name: _____

Start Date of Construction: ___/___/___ Square Footage: _____

Estimated Cost of Construction: _____

Check ONE of the following that applies to the project:

- New Construction
- Substantial Improvement
- Change in Occupancy Classification

"Substantial Improvement" is applicable to an enlarged, altered, repaired, moved, removed, demolished or converted existing structure or infrastructure.

Supply with this application:

- One (1) set of construction and site plans for the proposed building or system containing all plans and specifications; and
- If the applicant is not the owner in fee simple of the proposed Commercial Establishment or Public Building, a properly executed power of attorney or other written evidence of the agency agreement between the applicant and owner.

Check only one permit below. Submit a separate application for each permit type.

- Building Permit
- Shell Building Permit
- Tenant Finish-Out Building Permit

(Building Permit shall include site plans or a Site Permit shall be submitted prior to a Building Permit)

- Site Permit (non-residential)
- Site Permit (residential)
- Preliminary Plat Review

Automatic Fire-Extinguishing System Permit

Fire Alarm and Detection System Permit

Fire Pump Permit

Fire Sprinkler System Permit

Fire Standpipe System

Private Water Supply Permit

Underground Fire Line Permit

Change in Ownership Review

Tent Permit

Fireworks Permit

Mass Gathering Permit

Hazardous Materials Permit

Carnival / Festival Permit

Removal of Underground Storage Tank Permit

Above & Below Ground Storage Tank Installation Permit

Other _____ Permit

I, Dave E. Roden CEO, hereby file this application for a fire code permit and if the permit herein applied for is granted, acknowledge myself to be bound to Commissioners' Court of Travis County, Texas to see to it that all provisions of the permit are faithfully performed. Authorization is hereby given to the Travis County Fire Marshal's Office to enter upon the above-described property for the purpose of inspections of proposed construction. I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents and believe that the submitted information is true, accurate and complete.

Date: 08/29/14

Signature of Applicant or Attorney

Dave E. Roden

Printed Name

OFFICIAL USE ONLY

TCFMO Permit Number: _____ Occupancy ID: _____ ESD: _____

ORDER GRANTING MASS GATHERINGS PERMIT

WHEREAS, on August 29, 2014, Pay It Forward Entertainment Group LLC (“Promoter”), 3501 South First Street #129, Austin, Texas 78704, filed an application (“Application”) with the Travis County Judge for a permit under the Mass Gatherings Act, Chapter 751, Health and Safety Code, (“Permit”) for the Mud Volleyball Tournament (“Event”) to be held on September 13, 2014 at Bloor Ranch, 12000 Blue Bluff Road, Austin, Texas 78653;

WHEREAS, the County health authority, County fire marshal, County sheriff, and other County personnel have filed reports (“Reports”) on the Application with the Travis County Judge; and

WHEREAS, on September 2 and 3, 2014, a public hearing was held on the Application and the Reports;

NOW, THEREFORE, the Travis County Judge:

1. Finds (a) that plans for the Event, as described in the Application and the Reports, are adequate, and (b) that it is reasonable to expect that preparations for the Event will be substantially completed by the time of the Event; and
2. Grants a Permit to Promoter to conduct the Event in the manner described in the Application and the Reports, on the condition that:
 - (a) Promoter shall immediately notify the County Judge if and when any circumstance arises that:
 - (1) Necessitates significant changes to the plans for the Event described in the Application and the Reports, or
 - (2) Will preclude preparations for the Event, as described in the Application and the Reports, from being substantially completed in time for the Event.
 - (b) Promoter must comply with all directions of the County health authority, County fire marshal, County sheriff, and other County personnel;
 - (c) Promoter ensures complete compliance with the County fire marshal’s fire watch and will not allow any open burning at the Event site;
 - (d) Promoter ensures complete compliance with the Department of State Health Services’ rules establishing minimum standards of health and

- sanitation to be maintained at mass gatherings;
- (e) Promoter ensures complete compliance with the Department of Public Safety's rules establishing minimum standards that must be maintained at a mass gathering to protect public safety and maintain order; and
 - (f) Promoter ensures that the Event is conducted in an orderly manner.

This order shall serve as the Permit.

ORDERED on September 9, 2014.

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: September 2, 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:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUESTS TO ESTABLISH FRIENDLY COUNTY RELATIONSHIPS WITH THE FOLLOWING CITIES IN CHINA:

- A. TAI'AN;
- B. YINCHUAN; AND
- C. XIANYANG.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE RETIREMENT OF THE HONORABLE GUY HERMAN, PROBATE COURT NUMBER ONE, INCLUDING:

- A. ACCEPTANCE OF RESIGNATION; AND
- B. STEPS REQUIRED TO APPOINT INTERIM TRAVIS COUNTY PROBATE JUDGE. **(THIS ITEM WILL BE TAKEN IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 2, 2014 – Executive Session

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leroy Nellis, Acting County Executive, PBO, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

Handwritten signatures in black ink, including a large signature that appears to be "Roger A. El Khoury" and another signature below it.

AGENDA LANGUAGE:

Consider and take appropriate action regarding the potential purchase of real estate in South Austin (Exec Session Gov't Code Ann 551.071 & 551.072).

BACKGROUND/SUMMARY OF REQUEST:

Facilities Management Department (FMD) has received the appraisal for the potential purchase of a property in South Austin.

STAFF RECOMMENDATIONS:

Facilities Management Department recommends that the Commissioners Court receive a brief presentation of the appraised value of a property in South Austin and provide direction regarding any additional actions regarding this real estate.

ISSUES AND OPPORTUNITIES:

The property is on a site that might be desirable for the County.

FISCAL IMPACT AND SOURCE OF FUNDING:

None at this time.

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office, 854-9642



Meeting Date: September 9, 2013

Prepared By/Phone Number: Gary D. Martin, ACA, 854-9510

Elected Official: David A. Escamilla, County Attorney

Commissioners Court Sponsor: Commissioner Margaret Gomez, Pct. 4

AGENDA LANGUAGE: Receive briefing from the County Attorney regarding the Fire Code enforcement action of Travis County v. Cindy's Gone Hog Wild, et al., the collection of Fire Code Civil Penalties, and take appropriate action.

(Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

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: N/A

Officials and departments affected or involved:

Margaret Gomez	Pct. 1 Commissioner
Danny Hobby	Exec. Mgr. Emergency Services
Hershel Lee	Travis County Fire Marshal
Gary D. Martin	Ass't County Attorney, Enforcement
Sharon Talley	Ass't County Attorney, Director, Enforcement



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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 BRIEFING FROM COUNTY ATTORNEY REGARDING REQUEST FROM MIKE AND NANCY KIMBRO REGARDING DAMAGE TO THEIR HOME CAUSED BY THE OCTOBER 31, 2013 FLOODS. (THIS ITEM WILL BE TAKEN IN EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014 **Executive Session**

Prepared By: Melinda Mallia **Phone #:** (512) 854-4460

Division Director/Manager: Jon White, Division Director Natural Resources & Environmental Quality

Carol B. Jorgensen

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 purchase of approximately 10.8 acres of land in Precinct Three in connection with the Balcones Canyonlands Conservation Plan.

(EXECUTIVE SESSION PURSUANT TO GOV'T. CODE ANN Sec. 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
Jon White	NREQ Division Director	TNR	(512) 854-7212

CC:

Christopher Gilmore	Asst. County Attorney	CA	(512) 854-9513
---------------------	-----------------------	----	----------------

Mike Martino	Real Estate Specialist	TNR	(512) 854-7646
Greg Chico	Real Estate Program Manager	TNR	(512) 854-4659

: :
0901 - BCP- land acquisition



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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 Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on an offer to sell approximately 4.7 acres of undeveloped land located east of S.H. 130 and north of U.S. 290 in Precinct One for inclusion in the Eastern Creeks Open Space project as part of the 2011 Bond program.

(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
Greg Chico	Real Estate Manager	TNR	(512) 854-4659

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- Eastern Creeks Open Space; 2011 Bond; agenda276



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Sharon Talley, 854-9513

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: Receive briefing and take appropriate action regarding Travis County's involvement in legal action regarding congressional redistricting, including consideration of the status of contract with Renea Hicks. (Executive Session also, pursuant to Tex. Gov't Code Ann. Sec. 551.071(A)).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

N/A

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

For Notification:

Mike Long, Purchasing Dept., 854-4850

John Hille, Asst. Co. Atty., 854-9513



Meeting Date: September 9, 2013

Prepared By/Phone Number: Gary D. Martin, ACA, 854-9510

Elected Official: David A. Escamilla, County Attorney

Commissioners Court Sponsor: Commissioner Gerald Daugherty, Pct. 3

AGENDA LANGUAGE: Receive briefing from the County Attorney regarding the Fire Code enforcement action of Travis County v. United FM 1431, L.P. et al., the collection of Fire Code Civil Penalties and take appropriate action.

(Executive session pursuant to TEX. GOV'T. CODE ANN SECTION 551.071, CONSULTATION WITH ATTORNEY.)

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: N/A

Officials and departments affected or involved:

Gerald Daugherty	Pct. 3 Commissioner
Danny Hobby	Exec. Mgr. Emergency Services
Hershel Lee	Travis County Fire Marshal
Gary D. Martin	Ass't County Attorney, Enforcement
Sharon Talley	Ass't County Attorney, Director, Enforcement



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 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:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE CONFERENCE OF URBAN COUNTIES TECHSHARE CRIMINAL COURTS PROJECT. **(THIS ITEM WILL BE TAKEN IN 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:

ITEM # C2

STATE OF TEXAS)
)
COUNTY OF TRAVIS)

Whereas, it appears to the Commissioners Court of Travis County, Texas that there are sufficient funds on hand over and above those of immediate need for operating demand,

Now, Therefore, the Commissioners Court hereby orders

- 1.) that the County Treasurer of Travis County, Texas execute the investment of these funds in the total amount of \$4,968,362.97 in legally authorized securities as stipulated in the Travis County Investment Policy for the periods as indicated in Attachment A which consists of 16 pages.
- 2.) that the County Treasurer take and hold in safekeeping these investment instruments, relinquishing same only by order of the Court or for surrender at maturity.

Date: September 9, 2014

COUNTY JUDGE

COMMISSIONER, PRECINCT 1

COMMISSIONER, PRECINCT 2

COMMISSIONER, PRECINCT 3

COMMISSIONER, PRECINCT 4

ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/2/2014TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>POOLED BOND</u>
PAR VALUE:	<u>22,672.22</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0344%</u>
PRINCIPAL:	<u>22,672.22</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>22,672.22</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/2/2014</u>	SETTLEMENT DATE:	<u>9/2/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$22,672.22

SETTLEMENT DATE:09/02/2014

INTEREST RATE:0.0344

FUND#	FUND NAME	AMOUNT INVESTED
8002 (897)	POOLED BOND FUND	\$22,672.22

TOTAL DUE: \$22,672.22

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$3,327,950.00

SETTLEMENT DATE:09/02/2014

INTEREST RATE:0.0344

FUND#	FUND NAME	AMOUNT INVESTED
8002 (897)	POOLED BOND FUND	\$3,327,950.00

TOTAL DUE: \$3,327,950.00

ATTACHMENT A

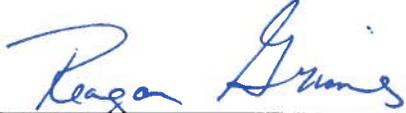
**TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM**

DATE: 9/2/2014TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>POOLED BOND</u>
PAR VALUE:	<u>1,561,560.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0344%</u>
PRINCIPAL:	<u>1,561,560.00</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>1,561,560.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/2/2014</u>	SETTLEMENT DATE:	<u>9/2/2014</u>

AUTHORIZED BY:



 CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$1,561,560.00

SETTLEMENT DATE:09/02/2014

INTEREST RATE:0.0344

FUND#	FUND NAME	AMOUNT INVESTED
8002 (897)	POOLED BOND FUND	\$1,561,560.00

TOTAL DUE: \$1,561,560.00

ATTACHMENT A

**TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM**

DATE: 9/2/2014TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>OPERATING</u>
PAR VALUE:	<u>15,920.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0344%</u>
PRINCIPAL:	<u>15,920.00</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>15,920.00</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/2/2014</u>	SETTLEMENT DATE:	<u>9/2/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexSTAR

PAR VALUE:\$15,920.00

SETTLEMENT DATE:09/02/2014

INTEREST RATE:0.0344

FUND#	FUND NAME	AMOUNT INVESTED
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8000 (899)	OPERATING ACCOUNT	\$15,920.00
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TOTAL DUE:		\$15,920.00
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/2/2014TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexSTAR</u>	FUND NAME:	<u>OPERATING</u>
PAR VALUE:	<u>4,260.75</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0344%</u>
PRINCIPAL:	<u>4,260.75</u>	PURCHASED THRU:	<u>TexSTAR</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	<u>4,260.75</u>	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/2/2014</u>	SETTLEMENT DATE:	<u>9/2/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

DESCRIPTION:

TexSTAR

ATTACHMENT A

PAR VALUE:\$4,260.75

SETTLEMENT DATE:09/02/2014

INTEREST RATE:0.0344

FUND#	FUND NAME	AMOUNT INVESTED
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8000 (899)	OPERATING ACCOUNT	\$4,260.75
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TOTAL DUE:		\$4,260.75
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ATTACHMENT A

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/3/2014

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexasDAILY</u>	FUND NAME:	<u>INTEREST AND SINKING</u>
PAR VALUE:	\$ <u>20,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0600%</u>
PRINCIPAL:	\$ <u>20,000.00</u>	PURCHASED THROUGH:	<u>TexasDAILY</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	\$ <u>20,000.00</u> =====	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/3/2014</u>	SETTLEMENT DATE:	<u>9/3/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

SETTLEMENT DATE:09/03/2014

INTEREST RATE:0.0600

FUND#	FUND NAME	AMOUNT INVESTED
3001 (394)	CONS.DEBT SERVICE	\$20,000.00
TOTAL DUE:		\$20,000.00

TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM

DATE: 9/5/2014

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexasDAILY</u>	FUND NAME:	<u>INTEREST AND SINKING</u>
PAR VALUE:	\$ <u>14,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0600%</u>
PRINCIPAL:	\$ <u>14,000.00</u>	PURCHASED THROUGH:	<u>TexasDAILY</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	\$ <u>14,000.00</u> =====	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/5/2014</u>	SETTLEMENT DATE:	<u>9/5/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

SETTLEMENT DATE:09/05/2014

INTEREST RATE:0.0600

FUND#	FUND NAME	AMOUNT INVESTED
3001 (394)	CONS.DEBT SERVICE	\$14,000.00
TOTAL DUE:		\$14,000.00

ATTACHMENT A

**TRAVIS COUNTY
INVESTMENT DEPARTMENT
SECURITY TRANSACTION FORM**

DATE: 9/5/2014

TIME: 9:30

The following transaction was executed on behalf of Travis County:

DESCRIPTION:	<u>TexasDAILY</u>	FUND NAME:	<u>TC DEBT SERVICE</u>
PAR VALUE:	\$ <u>2,000.00</u>	SAFEKEEPING NO:	<u>N/A</u>
CPN/DISC RATE:	<u>N/A</u>	PRICE:	<u>100%</u>
MATURITY DATE:	<u>N/A</u>	BOND EQ. YIELD:	<u>0.0600%</u>
PRINCIPAL:	\$ <u>2,000.00</u>	PURCHASED THROUGH:	<u>TexasDAILY</u>
ACCRUED INT:	<u>N/A</u>	BROKER:	<u>N/A</u>
TOTAL DUE:	\$ <u>2,000.00</u> =====	CUSIP #:	<u>N/A</u>
TRADE DATE:	<u>9/5/2014</u>	SETTLEMENT DATE:	<u>9/5/2014</u>

AUTHORIZED BY:


CASH/INVESTMENT MANAGER

ATTACHMENT A

DESCRIPTION: TexasDAILY

SETTLEMENT DATE:09/05/2014

INTEREST RATE:0.0600

FUND#	FUND NAME	AMOUNT INVESTED
3005 (397)	DEBT SERV TAX BDS	\$2,000.00
TOTAL DUE:		\$2,000.00

TRAVIS COUNTY INVESTMENT REPORT

PORTFOLIO STATISTICS

DATE: September 5, 2014

By Fund Type		
Operating	\$ 342,336,614.74	60.05%
Debt Service	19,280,705.98	3.38%
Pooled Bond Fund	208,079,130.90	36.50%
Other	354,022.85	0.06%
Total Portfolio	<u>\$ 570,050,474.47</u>	<u>100.00%</u>
By Security Type		
Operating-		
Government Agencies	\$ 240,621,447.13	70.29%
Government Treasuries	6,096,236.41	1.78%
Municipal Bonds	28,671,045.70	8.38%
Certificates of Deposit	152,002.32	0.04%
Commercial Paper	26,473,524.45	7.73%
TexasTERM CP	15,000,000.00	4.38%
TexasDAILY	15,685,723.55	4.58%
TexSTAR	3,767,587.66	1.10%
TexPool	5,869,047.52	1.71%
Total	<u>\$ 342,336,614.74</u>	<u>100.00%</u>
Debt Service-		
Government Agencies	\$ -	0.00%
Commercial Paper	-	0.00%
TexasTERM CP	-	0.00%
TexasDAILY	7,480,751.57	38.80%
TexSTAR	7,033,738.16	36.48%
TexPool	4,766,216.25	24.72%
Total	<u>\$ 19,280,705.98</u>	<u>100.00%</u>
Pooled Bond Fund-		
Government Agencies	\$ 116,989,200.00	56.22%
Government Treasuries	4,064,157.61	1.95%
Municipal Bonds	11,011,674.12	5.29%
Commercial Paper	6,992,568.33	3.36%
TexasTERM CP	18,000,000.00	8.65%
TexasDAILY	21,529,321.77	10.35%
TexSTAR	14,468,562.37	6.95%
TexPool	15,023,646.70	7.22%
Total	<u>\$ 208,079,130.90</u>	<u>100.00%</u>
Other-		
Certificates of Deposit	\$ 354,022.85	100.00%
	<u>\$ 354,022.85</u>	<u>100.00%</u>

	Investment	Actual	Guidelines
Combined Portfolio-			
Government Agencies	\$ 357,610,647.13	62.73%	75.00%
Government Treasuries	10,160,394.02	1.78%	100.00%
Municipal Bonds	39,682,719.82	6.96%	20.00%
Certificates of Deposit	506,025.17	0.09%	50.00%
Commercial Paper	33,466,092.78	5.87%	20.00%
TexasTERM CP	33,000,000.00	5.79%	20.00%
Texas DAILY	44,695,796.89	7.84%	30.00%
TexSTAR	25,269,888.19	4.43%	30.00%
TexPool	25,658,910.47	4.50%	50.00%
Total	\$ 570,050,474.47	100.00%	

All Local Government Investment Pools in Total:	Investment	Actual	Guidelines
TexasTERM CP	33,000,000.00	5.79%	
Texas DAILY	44,695,796.89	7.84%	
TexSTAR	25,269,888.19	4.43%	
TexPool	25,658,910.47	4.50%	
Total	\$ 128,624,595.55	22.56%	60.00%

Municipal Bonds by Entity as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating Portfolio-			
New York City GO UNLT	\$ 1,406,953.33	0.41%	5.00%
Corpus Christi GO	\$ 2,185,615.44	0.64%	5.00%
Port of Seattle GO	\$ 1,020,937.28	0.30%	5.00%
City of Denton GO Tax-Ex	\$ 2,325,110.40	0.68%	5.00%
College Station ISD GO	\$ 1,681,742.57	0.49%	5.00%
Ysleta ISD GO Tax-Ex	\$ 4,300,943.85	1.26%	5.00%
City of Houston GO Tax	\$ 4,025,917.33	1.18%	5.00%
Manor ISD GO Tax EX	\$ 1,706,925.50	0.50%	5.00%
Wichita KS GO Tax-Ex	\$ 10,016,900.00	2.93%	5.00%
Total	\$ 28,671,045.70	8.36%	20.00%

Pooled Bond Portfolio			
Energy NW Water Elec Rev	\$ 2,033,420.89	0.98%	5.00%
Broward County Water Rev	\$ 6,263,752.23	3.01%	5.00%
Southern York County GO	\$ 2,714,501.00	1.30%	5.00%
Total	\$ 11,011,674.12	5.29%	20.00%

Total Portfolio-			
Broward County Water	\$ 6,263,752.23	1.10%	5.00%
Energy NW Water & Elec	\$ 2,033,420.89	0.36%	5.00%
New York City GO UNLT	\$ 1,406,953.33	0.25%	5.00%
Port of Seattle GO	\$ 1,020,937.28	0.18%	5.00%
City of Denton GO Tax-Ex	\$ 2,325,110.40	0.41%	5.00%
Corpus Christi GO	\$ 2,185,615.44	0.38%	5.00%
College Station ISD GO	\$ 1,681,742.57	0.30%	5.00%
Ysleta ISD GO Tax-Ex	\$ 4,300,943.85	0.75%	5.00%
City of Houston GO Tax	\$ 4,025,917.33	0.71%	5.00%
Wichita KS GO Tax-Ex	\$ 10,016,900.00	1.76%	5.00%
Manor ISD GO Tax EX	\$ 1,706,925.50	0.30%	5.00%
Southern York County GO	\$ 2,714,501.00	0.48%	5.00%
Total	\$ 39,682,719.82	6.96%	20.00%

Commercial Paper by Firm as a Percentage of Portfolio	Investment	Actual	Guidelines
Operating Portfolio-			
Vanderbilt Univ CP	\$ 5,993,280.00	1.75%	5.00%
ING Funding	\$ 7,988,737.78	2.33%	5.00%
Wells Fargo	\$ 7,991,506.67	2.33%	5.00%
Board GOV UNIV NC	\$ 4,500,000.00	1.31%	5.00%
Total Operating	\$ 26,473,524.45	7.73%	20.00%
Pooled Bond Portfolio			
Wells Fargo	\$ 6,992,568.33	3.36%	5.00%
Total	\$ 6,992,568.33	3.36%	20.00%
Total Portfolio-			
ING Funding	\$ 7,988,737.78	1.40%	5.00%
Vanderbilt Univ CP	\$ 5,993,280.00	1.05%	5.00%
Wells Fargo	\$ 14,984,075.00	2.63%	5.00%
Board GOV UNIV NC	\$ 4,500,000.00	0.79%	5.00%
Total Combined Portfolio	\$ 33,466,092.78	2.45%	20.00%



Travis County Commissioners Court Agenda Request

Meeting Date: September 9, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Consider and take appropriate action to approve the following:

- A. Set September 16, 2014 as date for Public Hearing concerning the issuance of the Corporation's Multifamily Housing Revenue Bonds (William Cannon Apartments)
- B. Set September 16, 2014 as date for Public Hearing concerning the issuance of the Corporation's Multifamily Housing Revenue Bonds (Parmer Place Apartments)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



Travis County Commissioners Court Agenda Request
Travis County Housing Finance Corporation

Meeting Date: September 9, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

- A. Consider and take appropriate action to consider adoption of Resolution Authorizing the Issuance, Sale and Delivery of Multifamily Housing Revenue Bonds (William Cannon Apartments), Series 2014; Approving the Form and Substance of and Authorizing the Execution and Delivery of Documents and Instruments Necessary to Carry Out the Financing of such Multifamily Rental Residential Development; and Containing other Provisions Relating to the Subject; and
- B. Consider and take appropriate action to consider adoption of resolution approving issuance of bonds and filing an application with the Texas Bond Review Board to finance the construction of a residential development for Pedcor Investments for the Parmer Place Apartments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

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

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



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SMITH & LEE^{PLC}**
ATTORNEYS AT LAW

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To: Board of Directors of Travis County Housing Finance Corporation

From: Cliff Blount

Re: Bond Resolution for Pedcor Investments – William Cannon Apartments

Date: September 2, 2014

Agenda Date: September 9, 2014

Approval of a bond resolution is on the agenda for Tuesday, September 9 for this project. Attached hereto as backup is the draft resolution that is proposed for approval. The resolution approves issuance of \$22 million in bonds and execution and delivery of a trust indenture, loan agreement, regulatory agreement and other required documents. A full set of those documents is being delivered to Andrea Shields for your review and we would be happy to provide a full set if anyone requests them.

The project will be located on East William Cannon Drive. The unit mix will be 72 1-bedroom units, 132 2-bedroom units and 48 3-bedroom units. The improvements are proposed to have wood framing and a cement board, stone and stucco exterior.

The average unit size is proposed to be 962 square feet with 1 bedroom units being 723 square feet, 2 bedroom units being 995 square feet and the 3 bedroom units being 1231 square feet.

The interior amenities will include all-electric energy star appliance, including frost free refrigerator/freezer, multi-cycle dishwasher, full size oven/range and vent hood, garbage disposal, washer and dryer connections, microwave, laminate countertops and backsplash. Project amenities will include a community room, exercise room, business center, laundry facility, activity room, classroom, community services office, pool with splash pad, playground, park area, picnic tables, BBQ grills, dog park and common area Wi-Fi.

The bond issuance has an allocation from the Bond Review Board for an allocation of the state volume cap for private activity bonds. The transaction and documents must also be approved by the Attorney General's office prior to closing.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Andrea Shields
Karen Thigpen
Ladd Pattillo

RESOLUTION AUTHORIZING THE ISSUANCE, SALE AND DELIVERY OF MULTIFAMILY HOUSING REVENUE BONDS (WILLIAM CANNON APARTMENTS), SERIES 2014; APPROVING THE FORM AND SUBSTANCE OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS AND INSTRUMENTS NECESSARY TO CARRY OUT THE FINANCING OF SUCH MULTIFAMILY RENTAL RESIDENTIAL DEVELOPMENT; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, Travis County Housing Finance Corporation (the "Issuer") has been duly created and organized pursuant to and in accordance with the provisions of the Texas Housing Finance Corporations Act, as amended, Texas Local Government Code, Chapter 394 (the "Act"), for the purpose of providing a means of financing the costs of residential ownership and development that will provide decent, safe and sanitary housing for persons of low and moderate income at prices or rentals they can afford; and

WHEREAS, the Act authorizes the Issuer: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Issuer; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; (c) to pledge all or any part of the revenues, receipts or resources of the Issuer, including the revenues and receipts to be received by the Issuer from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Issuer in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Board of Directors of the Issuer (the "Board") has determined to authorize the issuance, sale and delivery of its Multifamily Housing Revenue Bonds (William Cannon Apartments), Series 2014 (the "Bonds") pursuant to and in accordance with the terms of a Trust Indenture dated as of September 1, 2014 (the "Indenture"), between the Issuer and BOKF, N.A. dba Bank of Texas, as trustee (the "Trustee"), for the purpose of lending the proceeds thereof to Pedcor Investments-2012-CXXXI, L.P., a Texas limited partnership (the "Borrower"), to provide financing for the acquisition and construction of a multifamily rental residential development to be known as William Cannon Apartments located within the County at 2112 E. William Cannon, Austin, Texas 78744, described more fully on Exhibit A attached hereto (the "Project"), all in accordance with the Constitution and laws of the State of Texas; and

WHEREAS, the Board, by resolution adopted on December 3, 2013, declared its intent to issue its revenue bonds to provide financing for the Project; and

WHEREAS, in order to assist in carrying out such acquisition and rehabilitation of the Project, the Board has determined that the Issuer shall enter into a Loan Agreement dated as of September 1, 2014 (the "Agreement"), between the Issuer and the Borrower, pursuant to which (i) the Issuer will agree to make a loan funded with the proceeds of the Bonds (the "Loan") to the Borrower to enable the Borrower to finance the cost of acquisition and construction of the Project and related costs, and (ii) the Borrower will execute and deliver to the Issuer a promissory note (the "Note") in an original principal amount equal to the original aggregate principal amount of the Bonds, and providing for payment of interest on such principal amount equal to the interest on the Bonds and to pay other costs described in the Agreement; and

WHEREAS, in order to assure compliance with Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"), the Issuer will require the Borrower to enter into a Land Use Restriction Agreement dated as of September 1, 2014 (the "LURA") with respect to the Project; and

WHEREAS, it is anticipated that the Note and the Agreement will be secured by a Leasehold Deed of Trust, Security Agreement, Assignment of Leases and Rents Financing Statement and Fixture Filing (the "Mortgage") from the Borrower for the benefit of the Issuer; and

WHEREAS, the Issuer's rights (except for certain reserved rights) under the Loan and the Agreement, including the Note and the Mortgage, will be assigned to the Trustee, as its interests may appear, pursuant to the Indenture and an Assignment of Bond Mortgage Documents (the "Assignment") between the Issuer and the Trustee; and

WHEREAS, the Board desires to engage Naman Howell Smith & Lee, PLLC and Jones Walker LLP to act as co-Bond Counsel in connection with the authorization, issuance and delivery of the Bonds; and

WHEREAS, the Board desires to ratify certain other actions heretofore taken with respect to the Bonds; and

WHEREAS, the Issuer desires to authorize the Trustee to invest and reinvest the proceeds of the Bonds and all other funds received and held under the Indenture as specified in the Indenture; and

WHEREAS, Section 147(f) of the Code requires that the Bonds be approved by the "applicable elected representative" (the "AER") after a public hearing following reasonable public notice; and

WHEREAS, with respect to bonds issued by the Issuer, the AER is the Commissioners Court of the County or the County Judge; and

WHEREAS, notice of a public hearing with respect to the Bonds and the Project held by the Issuer on September 24, 2013, was published no less than 14 days before such date in a newspaper of general circulation available to residents within the County; and

WHEREAS, the Board held such public hearing on the date and at the time and place set out in such published notice, and conducted such hearing in a manner that provided a reasonable opportunity for persons with differing views on the issuance of the Bonds and the Project to be heard; and

WHEREAS, the Board and its advisors have examined proposed forms of the Indenture, the Agreement, the LURA, the Note, the Mortgage and the Assignment, and have found the form and substance of such documents to be satisfactory and proper; and have determined to provide financing for the Project in accordance with such documents by authorizing the issuance of the Bonds, the execution and delivery of such documents and the taking of such other actions as may be necessary or convenient;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TRAVIS COUNTY HOUSING FINANCE CORPORATION THAT:

Section 1. Public Hearing. The Board hereby finds, determines, recites and declares that a public hearing with respect to the Bonds and the Project was held on September 24, 2013; that notice of such public hearing was published no less than 14 days before such date in a newspaper of general circulation available to residents within the County; that such notice included the date, time and place of the public hearing, the location, general nature and the initial owner of the Project and the

maximum aggregate principal amount of the Bonds; that all comments from interested persons were taken at such public hearing and were provided to the AER; and on September 24, 2013, the Commissioners Court of the County adopted a resolution approving the Governmental Note for purposes of Section 147(f) of the Code.

Section 2. Issuance, Execution, Sale and Delivery of the Bonds. The issuance of the Bonds is hereby authorized, according to the conditions set forth herein and in the Indenture, and that, upon execution and delivery of the Indenture, the President or any Vice President and Secretary of the Issuer each are authorized hereby to execute, attest and affix the Issuer's seal to the Bonds and to deliver the Bonds to the Attorney General of the State of Texas for approval, the Comptroller of Public Accounts of the State of Texas for registration and to the Trustee for authentication, and thereafter to sell the Bonds to the initial purchaser thereof and deliver the Bonds as provided in the Indenture.

Section 3. Interest Rate, Principal Amount, Maturity and Price. The officers of the Issuer are hereby authorized to fix and determine the interest rate, principal amount, maturity and price of the Bonds, all of which determinations shall be conclusively evidenced by the execution and delivery by such officers of the Indenture; provided, however, that: (a) the initial Interest Rate on the as defined in the Indenture, shall not exceed 12% per annum, subject to adjustment as provided in the Indenture; provided that, in no event shall the interest rate on the Bonds (including any default interest rate) exceed the maximum interest rate permitted by applicable law; (b) the aggregate principal amount of the Bonds shall not exceed \$22,000,000; (iii) the final maturity of the Bonds shall occur not later than September 1, 2054; and (iv) the price at which the Bonds are sold to the initial purchaser thereof shall not exceed the principal amount thereof.

Section 4. Approval, Execution and Delivery of the Indenture. The form and substance of the Indenture are hereby approved; and that the President or any Vice President and the Secretary of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to the Indenture and to deliver the Indenture to the Trustee. The Trustee is authorized to invest the moneys held under the Indenture as provided therein.

Section 5. Approval, Execution and Delivery of the Agreement. The form and substance of the Agreement are hereby approved; and that the officers of the Issuer are each hereby authorized to execute the Agreement and to deliver the Agreement to the Borrower.

Section 6. Approval, Execution and Delivery of the LURA. The form and substance of the LURA are hereby approved; and that the officers of the Issuer are each hereby authorized to execute, attest and affix the Issuer's seal to the LURA and to deliver the LURA to the Borrower and the Trustee.

Section 7. Approval, Execution and Delivery of Tax Regulatory Agreement and No-Arbitrage Certificate. The form and substance of the Tax Regulatory Agreement and No-Arbitrage Certificate among the Issuer, Borrower and Trustee (the "Tax Agreement") are hereby approved; and that the officers of the Issuer are each hereby authorized to execute and deliver the Tax Agreement.

Section 8. Determination of Moderate Income. That the Board has heretofore determined and hereby confirms, in accordance with the Act, for purposes of the Project, until revised by the Board, that the maximum amount constituting moderate income shall be 120% of area median income as defined by HUD, initially \$90,480.

Section 9. Acceptance of the Mortgage and the Note. That the Mortgage and the Note are hereby accepted by the Issuer; and that the President and any Vice President of the Issuer are each hereby authorized to endorse the Note to the order of the Trustee, without recourse.

Section 10. Approval, Execution and Delivery of the Assignment. That the form and substance of the Assignment are hereby approved; and that the officers of the Issuer are each hereby authorized to execute the Assignment and to deliver the Assignment to the Trustee.

Section 11. Approval of co-Bond Counsel. Naman, Howell, Smith & Lee, PLLC and Jones Walker LLP are hereby approved to serve as co-Bond Counsel with respect to the Bonds with all fees and expenses of co-Bond Counsel to be paid by the Borrower.

Section 12. Execution and Delivery of Other Documents. The officers of the Issuer are each hereby authorized to execute, deliver, attest and affix the Issuer's seal to such other agreements, assignments, bonds, certificates, contracts, documents, instruments, releases, financing statements, letters of instruction, written requests and other papers, whether or not mentioned herein, as may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution.

Section 13. Power to Revise Form of Documents. Notwithstanding any other provision of this Resolution, the officers of the Issuer are each hereby authorized to make or approve such revisions in the form of the documents hereby approved as, in the opinion of co-Bond Counsel, may be necessary or convenient to carry out or assist in carrying out the purposes of this Resolution; and approval of such changes by the Issuer shall be indicated by such officers' execution of the documents.

Section 14. Incorporation of Preamble. The recitals in the preamble of this Resolution are true, correct and complete and that each and all of such recitals and the findings therein are hereby incorporated by reference to the same extent as if set forth here in full.

Section 15. Approval of Submission to the Attorney General of Texas. The Board hereby authorizes and ratifies the submission by Bond Counsel to the Attorney General of Texas, for approval as required under Chapter 1202, Texas Government Code, of a transcript of legal proceedings relating to the issuance, sale and delivery of the Bonds.

Section 16. Ratification of Certain Prior Actions. That all prior actions taken for or on behalf of the Issuer in connection with the Bonds are hereby ratified, confirmed and approved.

Section 17. Purposes of Resolution. The Board has expressly determined and hereby confirms that the issuance of the Bonds to assist in the financing of the Project will promote the public purposes set forth in Section 394.002 of the Act and will accomplish a valid public purpose of the Issuer by assisting persons of low and moderate income in the County to obtain decent, safe and sanitary housing at affordable prices, thereby helping to relieve unemployment, to preserve and increase the tax base of the County, and to reduce public expenditures for crime prevention and control, public health, welfare and safety and for other valid public purposes.

Section 18. Limited Obligations. The Bonds and the interest thereon shall be special limited obligations of the Issuer payable solely from the revenues, funds and assets pledged under the Indenture, to secure payment of the Bonds, and under no circumstances shall the Bonds be payable from any other revenues, funds, assets or income of the Issuer.

Section 19. Obligations of Issuer Only. The Bonds shall not constitute an indebtedness, liability, general, special or moral obligation or a pledge or loan of the faith or credit or taxing power, within the meaning of any constitutional or statutory provision whatsoever, of the United States of America or any agency or instrumentality thereof, the State of Texas, the County or any other political subdivision or governmental unit.

Section 20. Approval Conditions. The actions and obligations authorized in this Resolution shall be subject to and conditioned upon receipt by the Issuer on the date of delivery of the Bonds to the initial purchaser thereof of the appropriate opinions of co-Bond Counsel with respect to the Bonds.

Section 21. Waiver of Guidelines. The Board hereby waives the Issuer's Policy Guidelines for Receiving and Approving Applications for Financial Participation in Residential Developments (the "Guidelines") to the extent such Guidelines are inconsistent with the terms of this Resolution and the bond documents authorized hereunder.

Section 22. Information Return for Tax-Exempt Private Activity Bonds. The Board further directs that an officer of the Issuer submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement containing the information required by Section 149(e) of the Code.

Section 23. Effective Date. That this Resolution shall be in full force and effect from and upon its adoption.

PASSED AND APPROVED this 9th day of September, 2014.

President

ATTEST:

Secretary

(SEAL)

Exhibit A

PROJECT AND BORROWER

Borrower: Pedcor Investments-2012-CXXXI, L.P, a Texas limited partnership; the general partner of which is SHFCTC William Cannon LLC, the sole member of which is Strategic Housing Finance Corporation of Travis County

Project: The Project is a to-be-constructed 254-unit multifamily rental residential development to be known as William Cannon Apartments and located at 2112 E. William Cannon, Travis County, Texas 78744. It will consist of 72 1-Bedroom/1-Bath units, 132 2-Bedroom/2-Bath units and 48 3-bedroom/2-bath units.



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To: Board of Directors of Travis County Housing Finance Corporation

From: Cliff Blount

Re: Revised Resolution for Pedcor Investments –Parmer Place

Date: September 2, 2014

Agenda Date: September 9, 2014

Approval of a revised resolution and agreement to issue bonds is on the agenda for Tuesday, September 9 for this proposed project. Attached hereto as backup are the revised resolution and agreement that are proposed for approval. This project was initially approved in April, 2013 for financing of \$20 million in tax exempt bonds and due to changes in timing and structure, a second resolution for \$22 million was approved in August, 2013 and because of Bond Review Board deadlines, and a revised resolution was approved in December 2013. The developer has gone through the approval process with HUD and is being approved by HUD for a \$27 million bond issue. This requires an additional allocation of \$5 million from the Bond Review Board and the attached resolution and agreement are simply to obtain the additional \$5 million in volume cap.

As a reminder, this proposed project will be located at Parmer Place at Parmer Lane and Dessau Road and similar to the William Cannon Apartments on East William Cannon Drive. For both properties, the unit mix will be 72 1-bedroom units, 132 2-bedroom units and 48 3-bedroom units. The improvements are proposed to have wood framing and a cement board, stone and stucco exterior.

The average unit size is proposed to be 962 square feet with 1 bedroom units being 723 square feet, 2 bedroom units being 995 square feet and the 3 bedroom units being 1231 square feet.

The interior amenities will include all-electric energy star appliance, including frost free refrigerator/freezer, multi-cycle dishwasher, full size oven/range and vent hood, garbage disposal, washer and dryer connections, microwave, laminate countertops and backsplash. Project amenities will include a community room, exercise room, business center, laundry facility, activity room, classroom, community services office, pool with splash pad, playground, park area, picnic tables, BBQ grills, dog park and common area Wi-Fi.

As before, the requested action is still a preliminary resolution and does not obligate the Corporation to ultimately issue the bonds. If the Board approves this request, an application will be filed with the Bond Review Board for an allocation of an additional \$5 million of state volume cap for private activity bonds. An initial resolution of this type is necessary in order to apply to the Bond Review Board.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Andrea Shields
Karen Thigpen
Ladd Pattillo

AGREEMENT TO ISSUE BONDS

THIS AGREEMENT TO ISSUE BONDS, entered into as of the 9th day of September 2014, by and between Travis County Housing Finance Corporation (the "Corporation"), created pursuant to the authority of the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Tex. Rev. Civ. Stat. (the "Act"), and Pedcor Investments-2012-CXXX, L.P. (the "User"), for the purpose of carrying out the public purpose set forth in the Act, including the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

WITNESSETH

WHEREAS, Travis County, Texas (the "Unit") has authorized and approved the creation of the Corporation to act on behalf of the Unit for the public purpose of furthering on behalf of the Unit the promotion and development of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of the Unit; and

WHEREAS, the Corporation is authorized by the Act to acquire, construct, improve, maintain, equip and furnish and to lease or sell "residential developments", as that term is defined in the Act, or to make loans for the purpose of providing financing for all or part of the costs of a residential development, and the Corporation is further authorized to issue its bonds for the purpose of paying all or part of the costs of a residential development; and

WHEREAS, the User desires to acquire and construct a residential development, more particularly described in Exhibit "A" attached hereto, within the Unit (the "Project"), which project is suitable for the promotion of new, expanded or improved residential development to provide decent, safe, and sanitary housing for residents of Travis County, Texas; and

WHEREAS, pursuant to the Act, the Corporation is authorized to issue the bonds hereinafter described, which bonds shall never constitute an indebtedness or pledge of the faith and credit of the State of Texas (the "State"), of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall never be paid in whole or in part out of any funds of the Corporation except those derived from or in connection with the sale or lease of the Project or the loan of funds to finance the Project; and

WHEREAS, to provide decent, safe, and sanitary housing for residents of Travis County, Texas, the Corporation agrees to issue at the request of the User, one or more series of the Corporation's housing finance revenue bonds (the "Bonds") for the purpose of paying all or part of the costs of constructing and acquiring the Project, or for the purpose of loaning the proceeds to the User in order to provide temporary or permanent financing of all or part of the cost of constructing and acquiring the Project, and the Corporation and the User deem it desirable and proper that this Agreement to Issue Bonds constitutes a formal record of such agreement and understanding in order that the User may proceed with or provide for the acquisition and construction of the Project; and

WHEREAS, the User has evidenced a desire to cooperate with the Corporation in the acquisition and construction of the Project and for the Corporation to authorize and issue the Bonds in the aggregate principal amount now estimated not to exceed \$27,000,000 to provide the funds to defray all or part of the cost of the acquisition and construction of the Project; and

WHEREAS, the Corporation and the User contemplate that the Project will be sold on an installment payment basis or leased to the User or that proceeds of the Bonds will be loaned to the User in order to provide temporary or permanent financing of all or part of the costs of the Project and that the installment purchase, rental or loan payments therefor will be sufficient to pay the principal of and any premium and interest on the Bonds; and

WHEREAS, it is the desire of the Corporation that the acquisition and construction of the Project occur at the earliest possible time so as to provide decent, safe, and sanitary housing for residents of Travis County, Texas;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration and of the mutual benefits, covenants and agreements herein expressed, the Corporation and the User agree as follows:

1. The User shall commence with the acquisition and construction of the Project, which Project will be in furtherance of the public purpose of the Corporation and the Unit as aforesaid, and the User will provide, or cause to be provided, at its expense, the necessary interim financing to expedite the commencement of the acquisition and construction of the Project. On or prior to the issuance of the Bonds, the User will enter into a purchase, lease or loan agreement on an installment payment basis (herein called the "Agreement") with the Corporation under which the Corporation will sell or lease the Project to the User or make a loan to the User, or to a financial institution designated by the User for the purpose of providing temporary or permanent financing of all or part of the costs of the Project, and the User will make installment payments sufficient to pay the principal of and any premium and interest on such series of Bonds. The Bonds shall never constitute an indebtedness or pledge of the faith and credit of the State, of the Unit, or of any other political corporation, subdivision or agency of the State within the meaning of any State constitutional or statutory provision, and the Bonds shall never be paid in whole or in part out of any funds raised or to be raised by taxation or any other funds of the Unit, and shall be payable from the funds of the Corporation derived from or in connection with the sale or lease of the Project or the loan of the proceeds of the Bonds.

2. On receipt of a ruling from the Internal Revenue Service (or the opinion of nationally recognized bond counsel) that interest paid on the Bonds is exempt from federal income taxation and subject to the requirements of the Policy Guidelines and the Act, and upon receipt of favorable reports from the Corporation's legal and financial advisors concerning the issuance of the Bonds and from the Corporation's engineering consultant concerning the environmental and traffic impact of the Residential Development; the Corporation hereby agrees to issue, pursuant to the terms of the Act, the Bonds, or from time to time, the portion thereof as may be the subject of such a ruling or opinion as aforesaid, in an appropriate principal amount not exceeding that which is the subject of a ruling or opinion as aforesaid, maturing in such amount and times,

bearing interest at the rate, payable on the dates and having such optional and mandatory redemption features and prices as are approved in writing by the User. The Corporation will deliver the Bonds to the purchaser designated by the User and will cooperate to the fullest extent in facilitating delivery of the Bonds.

3. The Corporation and the User agree that the Bonds may be issued either at one time or in several series from time to time as the User shall request in writing; provided, however, that the parties agree that the Bonds will be issued in an aggregate principal amount as will not exceed the amount that is the subject of a ruling or rulings or opinion or opinions as aforesaid. A request in writing for issuance of one or more series of Bonds shall not affect the obligation hereunder of the Corporation to issue the remaining Bonds as written requests therefor are received. It is further agreed that the proceeds of the Bonds or portions thereof, whether or not issued in a series, shall not be invested so as to constitute the Bonds or a portion thereof as arbitrage bonds under the Internal Revenue Code of 1986, as amended, and applicable regulations promulgated pursuant thereto.

4. The payment of the principal of and any premium and interest on the Bonds shall be made solely from moneys realized from the sale or lease of the Project or from moneys realized from the loan of the proceeds of the Bonds to finance all or part of the costs of the Project.

5. The costs of the Project (the "Project Costs") may include any cost of acquiring, constructing, remodeling, repairing, renovating and improving the Project. Without limiting the generality of the foregoing, the Project Costs shall specifically include the cost of: (i) acquiring any land, rights-of-way, options to purchase land, easements, leasehold estates in land and interests of all kinds in land related to such Project; (ii) acquiring, constructing, repairing, renovating, remodeling or improving all buildings and structures to be used as or in connection with the Project; (iii) site preparation, including the cost of demolishing or removing any buildings or structures the removal of which is necessary or incident to providing the Project; (iv) machinery, equipment, furnishings and facilities necessary or incident to the equipping of the Project so that it may be placed in operation; (v) financing charges, start-up costs and interest prior to and during construction and for two years after completion of construction, whether or not capitalized; and (vi) architectural, engineering, legal and related services (including fees for legal counsel and the financial advisor to the Issuer), plans, specifications, surveys, studies, estimates of cost and of revenue, other expenses necessary or incident to planning, providing or determining the feasibility and practicability of acquiring, constructing, reconstructing, improving and expanding the Project, administrative expenses and such other expenses as may be necessary or incident to the acquisition, construction, remodeling, repair, renovation or improvement of the Project, the placing of the Project in operation and all incidental expenses, costs and charges relating to the Project not enumerated above. The parties agree, upon request, to provide or cause to be provided to each other any data or information that may be reasonably required to verify any of the Project Costs enumerated in this paragraph. The User agrees that it will be responsible for and pay any Project Costs incurred whether before or after the date of this Agreement prior to issuance of the Bonds and will pay all Project Costs that are not or cannot be paid or reimbursed from the proceeds of the Bonds.

6. The User agrees that it will at all times indemnify and hold harmless the Corporation, the directors of the Corporation, the Unit, the Commissioners' Court of the Unit (both individually and as a group) and any officers, directors, employees, agents, consultants, servants and any other party acting for or on behalf of the Corporation or the Unit (such parties being hereinafter referred to as the "Indemnified Parties") against all losses, costs, damages, expenses and liabilities (collectively referred to hereinafter as "Losses") of whatsoever nature (including, but not limited to, attorney's fees, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) directly or indirectly resulting from, arising out of or relating to one or more Claims, as hereinafter defined, even if such Losses or Claims, or both, directly or indirectly result from, arise out of or relate to, or are asserted to have resulted from, arisen out of or related to, in whole or in part, one or more negligent acts or omissions of anyone or more of the Indemnified Parties in connection with the issuance of the Bonds or that in any way pertain to the duties or activities or lack thereof, whether real or alleged, of any such Indemnified Party incidental to the issuance of the Bonds. The term "Claims" as used herein shall mean all claims, lawsuits, causes of action and other legal actions and proceedings of whatever nature, including, but not limited to, claims, lawsuits, causes of action and other legal actions and proceedings involving bodily or personal injury or death of any person or damage to any property (including, but not limited to, persons employed by the Corporation, the Unit, the User or any other person and all property owned or claimed by the Corporation, the Unit, the User, any affiliate of the User or any other person) or involving damages relating to the issuance, offering, sale or delivery of the Bonds brought against the Corporation or the Unit or to which the Corporation or the Unit is party, even if groundless, false or fraudulent, that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof. The obligations of the User shall apply to all Losses or Claims, or both, that result from, arise out of or are related to any event, occurrence, condition or relationship prior to termination of this Agreement to Issue Bonds, whether such Losses or Claims, or both, are asserted prior to termination of this Agreement to Issue Bonds or thereafter. None of the Indemnified Parties shall be liable to the User for, and the User hereby releases each of them from all liability to the User for any injuries, damages or destruction to all or any part or parts of any property owned or claimed by the User that directly or indirectly result from, arise out of or relate to the issuance, offering, sale or delivery of the Bonds or the design, construction, installation, operation, use, occupancy, maintenance or ownership of the Project or any part thereof, even if such injuries, damages or destruction directly or indirectly result from, arise out of or relate to, in whole or in part, one or more negligent acts or omissions of anyone or more of the Indemnified Parties in connection with the issuance of the Bonds or in connection with the Project. Each Indemnified Party, as appropriate, shall reimburse the User for payments made by the User to the extent of any proceeds, net of all expenses of collection, actually received by them from any insurance with respect to the Loss sustained. At the request and expense of the User, each of the Indemnified Parties, as appropriate, shall have the duty to claim any such insurance proceeds and such Indemnified Party, as appropriate, shall assign their respective rights to such proceeds, to the extent of such required reimbursement, to the User. In case any action shall be brought against anyone or more of the Indemnified Parties, such Indemnified Party shall promptly notify the User in writing and the User shall have the right to assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. The Indemnified Party shall have the right to employ separate counsel in any such

action and participate in the investigation and defense thereof, but the fees and expenses of such counsel shall be paid by the Indemnified Party unless the employment of such counsel has been authorized by the User. The User shall not be liable for any settlement of any such action without its consent, but, if any such action is settled with the consent of the User or if there be final judgment for the plaintiff of any such action, the User agrees to indemnify and hold harmless the Indemnified Parties from and against any Loss by reason of such settlement or judgment.

7. If within three (3) years from the date hereof (or such later date as shall be mutually satisfactory to the Corporation and the User) the Corporation and the User shall not have agreed to mutually acceptable terms for the Bonds and for the sale and delivery thereof and mutually acceptable terms and conditions of the Agreement, the User agrees that it will pay the Corporation for all unpaid Project Costs which the Corporation shall have incurred and this Agreement to Issue Bonds (other than the obligations of the parties under paragraph 6 hereof) shall thereupon terminate. In the event that the User elects, prior to any such termination, not to proceed with the issuance of the Bonds for any reason, it shall so notify the Corporation in writing and shall promptly pay to the Corporation all Project Costs incurred by the Corporation prior to such notification, and if payment is so made, the User's obligations under paragraph 5 above shall terminate from and after the date of such notification.

8. The User may, without the consent of the Corporation, transfer or assign this Agreement to Issue Bonds or transfer or assign any or all of its rights and delegate any or all of its duties hereunder to any of its subsidiaries or affiliates currently existing or hereafter created, but no such transfer, assignment or delegation shall, without the written consent and approval of the Corporation, relieve the User of its liability for payment of Project Costs under paragraphs 5 and hereof or indemnification under paragraph 6 hereof.

9. The provisions of paragraphs 5 and 6 of this agreement shall survive the expiration or termination of this Agreement to Issue Bonds and the closing of the transactions contemplated by the Agreement.

10. This Agreement amends and restates any previous Agreement to Issue Bonds between the Corporation and User.

IN WITNESS WHEREOF, the Travis County Housing Finance Corporation, acting pursuant to a resolution of its Board of Directors, and USER have caused this Agreement to Issue Bonds to be executed by their duly authorized officers as of the year and date first above written.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

By: _____
Samuel T. Biscoe, President

USER

Pedcor Investements-2012-CXXX, L.P.,

By: SHFCTC Parmer Place, LLC
Its General Partner

By: _____
Name: _____
Title: _____

RESOLUTION OF BOARD OF DIRECTORS PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT TO ISSUE BONDS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATING TO \$27,000,000 MULTIFAMILY HOUSING REVENUE BONDS (PARMER PLACE APARTMENTS PROJECT)

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") is authorized by the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Vernon's Annotated Texas Civil Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of paying all or part of the cost of a Residential Development as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Residential Development; and

WHEREAS, the Act authorizes the Corporation: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Corporation; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Corporation, including the revenues and receipts to be received by the Corporation from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Corporation in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Corporation now desires to authorize, issue and sell its tax-exempt housing finance revenue bonds, to the extent authorized by law, to provide funds to defray all or part of the cost of acquiring, constructing, equipping and financing a certain Residential Development to be known as Parmer Place Apartments by Pedcor Investments-2012-CXXX, L.P. (the "User"); and

WHEREAS, the User and the Corporation desire that the Corporation adopt a resolution with respect to the bonds or take some other similar official action toward the issuance of such bonds prior to the commencement of construction or acquisition of such Residential Development; and

WHEREAS, Travis County, Texas (the "Unit"), has authorized and approved creation of the Corporation to act on its behalf to further certain public purposes of the Unit; and

WHEREAS, the Corporation has previously received an allocation of volume cap in the form of a carryforward of 2013 Texas State Volume Cap in the amount of \$22,000,000; and

WHEREAS, this resolution is to increase the amount of revenue bonds that the Corporation desires to issue to \$27,000,000;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY HOUSING FINANCE CORPORATION, THAT:

Section 1: The Corporation hereby authorizes and agrees that it will issue and sell its housing finance revenue bonds (the "Bonds") from time to time in one or more series pursuant to the provisions of Texas law to pay all or part of the cost of acquiring and constructing the project described in Exhibit "A" to the Agreement to Issue Bonds attached hereto (the "Project"), together with all costs of authorization, sale and issuance of the Bonds. The Bonds will be issued and sold as more fully provided in the Agreement to Issue Bonds, and subject to the terms thereof, in a maximum aggregate principal amount expected to be issued for the Project in an amount not to exceed \$27,000,000.

Section 2: The proceeds of the Bonds will be used to finance the acquisition, construction, equipping and financing of the Project.

Section 3: The Corporation will enter into a financing agreement with the User providing for financing of all or part of the cost of the Project, as more fully described in the Agreement to Issue Bonds.

Section 4: The Board of Directors of the Corporation (the "Board of Directors") hereby finds, determines and declares that (i) the Project is required and suitable for the promotion of the construction of new, improved, or expanded residential development in the Unit, (ii) the User has the business experience, financial resources and responsibility to provide reasonable assurance that the Bonds and the interest thereon to be paid from, or by reason of, payments made by the User under the financing agreement will be paid as the same become due, and (iii) the Project is in furtherance of the public purposes set forth in the Act.

Section 5: The Agreement to Issue Bonds by and between the Corporation and the User in substance and in form substantially as shown in the attachment hereto is hereby approved and the President or Vice President and Secretary or Assistant Secretary of the Corporation are hereby authorized to execute and attest such Agreement to Issue Bonds for and on behalf of the Corporation.

Section 6: The Corporation hereby authorizes the filing of an Application For Carryforward For Private Activity Bonds with the Texas Bond Review Board for the year 2014 for the amount of \$5,000,000 of qualified residential mortgage bonds, and the President of the Corporation, Samuel T. Biscoe, or any other officer of the Corporation in his absence or unavailability, is designated as the authorized officer to execute and deliver such Application to the Texas Bond Review Board, and subject to any changes such officer deems necessary.

Section 7: That neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through

or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 8: This Resolution, together with the Agreement to Issue Bonds attached hereto, shall be deemed and construed as a resolution authorizing the issuance of the aforesaid Bonds or some other similar official action toward the issuance of the Bonds.

PASSED AND APPROVED this 9th day of September, 2014.

Samuel T. Biscoe, President

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 9th day of September, 2014, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 9th day of September, 2014.

Margaret Gomez, Secretary



Travis County Commissioners Court Agenda Request
TRAVIS COUNTY HOUSING FINANCE CORPORATION
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES FINANCE CORPORATION

Meeting Date: September 9, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action to approve minutes of Board of Directors meetings of September 2, 2014.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
Backup not required.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116;
Leroy Nellis, Acting County Executive, Planning and Budget/854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must 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.

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION
CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION
TRAVIS COUNTY DEVELOPMENT AUTHORITY
TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION
HELD ON TUESDAY, SEPTEMBER 2, 2014**

A regular meeting of the TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL HEALTH FACILITIES DEVELOPMENT CORPORATION, CAPITAL INDUSTRIAL DEVELOPMENT CORPORATION, TRAVIS COUNTY DEVELOPMENT AUTHORITY and TRAVIS COUNTY CULTURAL EDUCATION FACILITIES CORPORATION Board of Directors was held on Tuesday, September 2, 2014, at 1:38 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to approve minutes of Board of Directors meetings of January 21, January 28, February 11, February 18, March 11, April 15, May 6, May 20, June 10, June 17, July 1, July 22 and August 5, 2014.

The Board heard from: Andrea Shields, Manager

Motion: Director Gomez moved to approve the request.
Director Daugherty seconded the motion.

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:39 p.m.

Margaret Gomez, Secretary

**MINUTES OF THE MEETING
OF THE BOARD OF DIRECTORS OF
TRAVIS COUNTY HOUSING FINANCE CORPORATION
HELD ON TUESDAY, SEPTEMBER 2, 2014**

A regular meeting of the TRAVIS COUNTY HOUSING FINANCE CORPORATION Board of Directors was held on Tuesday, July 1, 2014, at 1:40 p.m. at Travis County Commissioners' Court Room, 700 Lavaca, Austin, Texas pursuant to proper notice and call of said meeting.

Members of the Board of Directors in attendance were Samuel T. Biscoe, President; Bruce Todd, Vice President; Gerald Daugherty, Treasurer; Margaret Gomez, Secretary and Ron Davis, Assistant Secretary.

1. Consider and take appropriate action to
 - a. Approve 2014 Travis County Housing Finance Corporation Turnkey Mortgage Origination Program; and

The Board heard from: Andrea Shields, Manager, Karen Thigpen, Assistant Manager, Cliff Blount, Counsel, Ladd Pattillo, Financial Advisor and Mark O'Brien with Raymond James.

Motion: Director Biscoe moved approval

Director Daugherty seconded

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	yes

Staff Note: N/A

- b. Approve the opening of a new bank account with Chase Bank for the program.

The Board heard from: Andrea Shields, Manager

Motion: Director Gomez moved approval

Director Biscoe seconded

Motion carried:

Director Biscoe	yes
Director Todd	yes
Director Daugherty	yes
Director Gomez	yes
Director Davis	abstained

Staff Note: N/A

ADJOURN

The meeting was adjourned at 1:53 p.m.

Margaret Gomez, Secretary