



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Debbie Ties, Fire Marshal's Office, 854-6472
Elected/Appointed Official/Dept. Head: Hershel Lee, Fire Marshal
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See Attachments.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

No Financial Impact.

REQUIRED AUTHORIZATIONS:

Fire Marshal's Office	Hershel Lee	Completed	02/01/2011 1:46 PM
Emergency Services	Danny Hobby	Completed	02/01/2011 3:50 PM
County Judge's Office	Cheryl Aker	Completed	02/01/2011 4:13 PM
Commissioners Court	Cheryl Aker	Pending	

COUNTY OF TRAVIS §
 §
STATE OF TEXAS §

**ORDER PROHIBITING
OUTDOOR BURNING**

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county by order may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Travis County Commissioners Court does hereby find that circumstances present in all of the unincorporated area of Travis County create a public safety hazard that would be exacerbated by outdoor burning;

NOW, THEREFORE, it is ORDERED that outdoor burning is prohibited in all of the unincorporated areas of Travis County as follows:

- (1) Actions prohibited:
 - (a) A person violates this order if he/she burns any combustible material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning by others.
 - (b) A person violates this order if he/she engages in any activity outdoors which could allow flames or sparks that could result in a fire unless done in an enclosure designed to protect the spread of fire, or orders such activities by others.

- (2) Enforcement:
 - (a) Upon notification of suspected outdoor burning, the fire department with jurisdiction for the location of the fire shall respond to the scene and take immediate measures to contain and/or extinguish the fire.
 - (b) As soon as possible, a duly commissioned peace officer shall be sent to the scene to investigate the nature of the fire.
 - (c) If, in the opinion of the officer on the scene, the goal of this order can be attained by informing the responsible party about the prohibitions established by this order, the officer may, at his or her discretion, request compliance with it. In such instances, an entry of this notification containing the date, time and place of the warning, along with the name of the party receiving the warning, shall be forwarded to the office of County Judge.
 - (d) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

- (3) This order does not apply to outdoor burning activities:
 - (a) related to public health and safety that are authorized by the Texas Commission on Environmental Quality for:
 - (A) firefighter training;
 - (B) public utility, natural gas pipeline, or mining operations; or
 - (C) planting or harvesting of agriculture crops.

- (b) that are conducted by a prescribed burn manager certified under Section 153.048, Natural Resources Code, and meet the standards of Section 153.047, Natural Resources Code.
- (c) that involve the performance of **outdoor** combustible operations, including but not limited to, outdoor welding, cutting or grinding operations and outdoor hot works operations, by any person (i) if the Travis County Fire Marshal has issued a permit for the welding or hot works operations in compliance with the Fire Code or (ii) if the operations are performed in compliance with the following requirements creating a controlled environment and safeguards on each day when operations are performed:
 - (A) Areas where welding, cutting or grinding operations or hot works operations are being performed are free of vegetation for at least twenty-five feet in all directions;
 - (B) Surfaces around welding or hot works area are wetted down;
 - (C) Each location where welding, cutting or grinding operations or hot works operations are being performed must have cellular telephone communications for emergency response;
 - (D) Before beginning any operations, the person performing the welding, cutting or grinding operations or hot works operations must notify the local fire department or Emergency Services District which serves the location where the welding, cutting or grinding operations or hot works operations are planned.
 - (E) A dedicated fire watch person attends each welder, cutter, grinder, or worker performing hot works operations or any activity that causes a spark;
 - (F) At least one (1) water pressure fire extinguisher per fire watch person is located within 10 feet of the location where welding, cutting or grinding operations or hot works operations are being performed;
 - (G) No welding, cutting or grinding operations or hot works operations is allowed on days designated as red flag warning days by the National Weather Service;
 - (H) If all welding, cutting and grinding operations or hot works operations are performed only in a total welding or hot works enclosure, or “welding box” or “hot works box”, that is sufficiently high to control sparks, including a fire retardant cover over the top, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate, and;
 - (I) If all welding, cutting and grinding operations or hot works operations are performed only in sub-surface, or “bell hole”, welding and grinding operations or hot works operations within approved excavations, the operations must comply with requirements E, F, and G in this list and is encouraged to comply with requirements A-D inclusive, if feasible and appropriate.

Be it also ORDERED that the purpose of this order is the mitigation of the public safety hazard posed by wild fires during the current dry weather by curtailing the practice of outdoor burning, which purpose is to be taken into account in any enforcement action based upon this order.

This order prohibiting outdoor burning shall expire on March 9, 2011 or upon such date as the Travis County Commissioners Court by order determines that the circumstances present in the unincorporated areas of Travis County no longer create a public safety hazard that would be exacerbated by outdoor burning, whichever occurs earlier.

ORDERED THIS 8th DAY OF FEBRUARY 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: February 8, 2011

I. A. Request made by: HERSHEL LEE, TRAVIS COUNTY FIRE MARSHAL
Phone #: 854-9591
(Elected Official/Appointed Official/Executive Manager/County Attorney)

B. Requested topic: CONSIDER AND TAKE APPROPRIATE ACTION ON AN ORDER CONCERNING OUTDOOR BURNING IN THE UNINCORPORATED AREAS OF TRAVIS COUNTY.

C. Approved by: _____
Signature of Commissioner or Judge

II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies).
B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

Planning and Budget Office (854-9106)
____ Additional funding for any department or for any purpose
____ Transfer of existing funds within or between any line item
____ Grant

Human Resources Department (854-9165)
____ Change in your department's personnel (reorganization, restructuring etc.)

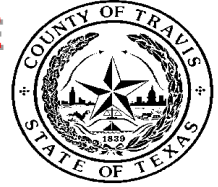
Purchasing Office (854-9700)
____ Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)
____ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 12:00pm on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY FIRE MARSHAL'S OFFICE

5555 AIRPORT BLVD., SUITE 400, AUSTIN, TEXAS 78751
P. O. BOX 1748, AUSTIN, TEXAS 78767
(512) 854-4621, FAX (512) 854-6471



MEMORANDUM

To: Travis County Commissioners Court

From: Hershel Lee, Travis County Fire Marshal

Date: February 8, 2011

Subject: **Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County**

Travis County has experienced several freezes and minimal rainfall over the past few weeks. This combination has led to a dramatic curing of the fuels which makes them easier to ignite. Fire Departments are reporting an increase in the number of grass/brush fires after the last freeze. Due to the dry fuel conditions and increased safety concerns for fire fighters and the residents, the Fire Marshal's Office recommends approval of the Order Prohibiting Outdoor Burning in the Unincorporated Areas of Travis County.

Thank you.



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106
Elected/Appointed Official/Dept. Head: Rodney Rhoades, Executive Manager
Sponsors: Judge 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:

PBO Recommends approval.

ISSUES AND OPPORTUNITIES:

Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING:

Please see attached documentation.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office	Jessica Rio	Pending
Planning and Budget Office	Leroy Nellis	Pending
Planning and Budget Office	Rodney Rhoades	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

2/8/2011

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	3302	568	0712	Cons. Pct. 3	POPS Salaries		\$ 14,000	1
		001	3202	567	0801	Cons. Pct. 2	Reg Salaries-Temp Empl	\$ 14,000		

Budget Adjustment: 25486

Fyr_ Budget Type: 2011-Reg
PBO Category: Amendment
Just: InterDpXfr

Author: 33 - HERNANDEZ, JOSE
Court Date: Tuesday, Feb 8 2011

Created: 1/21/2011 5:54:46 PM
Dept: CONSTABLE 3

From Account	Acct Desc	Project	Proj Desc	Amount
001-3302-568-0712	POPS SALARIES			14,000
				14,000
To Account		Project		Amount
001-3202-567-0801	REG SALARIES-TEMP EMPL			14,000
				14,000

Approvals	Dept	Approved By	Date Approved
Originator	33	JOSE HERNANDEZ	1/24/2011 2:38:40 PM
DepOffice	33	JOSE HERNANDEZ	1/24/2011 2:38:41 PM
DepOfficeTo	32	BRYON CURTIS	1/24/2011 2:40:55 PM

PBO confirms that temporary salary savings are available.

[Handwritten signature]

1/31/11
[Handwritten signature] 1/31/11



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

10409 Burnet Road, Suite 150 Austin, TX. 78758-4418
Phone: (512) 854-9697 Fax : (512) 854-9196



Date: January, 24th 2011

To: PBO

Re: Funds Transfer between Pct.2 and Pct.3

Randy,

CN2 is requesting Commissioners Court approval for \$14,000 to be transferred from CN3 line item 001-3302-568-0712 to CN2 line item 001-3202-567-0801. This money is to cover the cost of a Temp employee at CN2 for the remainder of FY11. This temp employee mans the CN2 dispatch equipment, which covers CN1, CN2 and CN3 in the evenings so that dispatch services are available for Deputies beyond the 8-5 working hours. Similar transfers were approved by the Commissioners Court (BA 19719 for \$7,000) for this same reason last fiscal year as well. Please let me know if you have any more questions.

Bryon.
Office Manager
Constable Pct.2



Richard McCain

CONSTABLE
Travis County, Precinct 3

8656-B Highway 71 West, Suite E
Austin, Tx 78735

Phone: (512) 854-2103
Fax : (512) 854-2117

MEMORANDUM

DATE: January 24, 2011
TO: Members of the Commissioners Court
FROM: Constable Richard McCain
SUBJECT: **TRANSFER OF SALARY SAVINGS FROM 3CN TO 2CN**

Proposed Motion:

Approve transfer of \$14K from 3CN Salary Savings to 2CN Temp line item.

Summary and Staff Recommendations:

Constable Precinct 3 requests the transfer of funds to cover dispatch services provided by Constable Precinct 2.

Budget and Fiscal Impact:

The origination of the \$14k is from line item 001-3302-568-0712(Salaries-Permanent Employees-POPS Salaries). It is being transferred to line item 001-3202-567-0801(Salaries-Temp-Employees). After the transfer, line item 001-3302-568-0712 will have a remainder of \$9,758.00 in Salary Savings.

Issues and Opportunities:

Required Authorization:

PBO

Updated 2/7/10 8:45 a.m.
Allocated Reserve Status (001-9800-981-9892)

Amount	Dept Transferred Into	Date	Explanation
\$8,953,199			Beginning Balance
(\$18,768)	District Attorney	10/19/10	Family Protection Fund
\$4,443	Various	10/15/10	Canceled Purchase Orders
\$4,051	Various	10/25/10	Canceled Purchase Orders
(\$102,500)	Medical Examiner	10/26/10	Financial Feasibility Study
(\$599,970)	TNR	10/26/10	Hamilton Pool Cleanup Project
(\$3,975)	CJP	10/26/10	ACC Internship Program
(\$5,178)	Civil Courts	10/26/10	ACC Internship Program
\$11,039	Various	11/1/10	Canceled Purchase Orders
(\$230,498)	TNR	11/9/10	McKinney Falls Grant Match
(\$3,500)	Historical Commission	11/9/10	Historical Commission Grant match
\$9,790	Various	11/10/10	Canceled Purchase Orders
(\$168,117)	Facilities	11/23/10	HVAC at EOB
\$3,123	Various	11/23/10	Canceled Purchase Orders
(\$170,000)	Facilities	12/7/10	BEFIT - Data Center
(\$25,100)	Facilities	12/14/10	Land
\$161,390	Various	12/13/10	Canceled Purchase Orders
(\$15,987)	County Attorney	12/14/10	Technical correction of liquidated PO
(\$25,000)	TNR	12/27/2010	Envision Central Texas
\$7,745	Various	1/7/11	Canceled Purchase Orders
(\$17,821)	TNR	1/13/11	Environmental Monitoring @ TXI permitted
\$23,235	Various	1/31/11	Canceled Purchase Orders
\$7,791,601	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$57,465)	Receptionist Position Related Auditor's Office in the 700 Lavaca Building
(\$200,000)	Transition Planning
(\$25,885)	ACC Internship Program
(\$200,000)	Television Cable Service for Travis County
(\$185,439)	Family Drug Treatment Court
(\$184,727)	Drug Court Grant Reserves
(\$21,060)	Cadaver Contract Increase
(\$57,137)	DWI Court Program
(\$20,000)	HAZMAT Allocated Reserves
(\$19,240)	Landfill Leachate Discharge Abatement & Priority 2
(\$25,000)	Cash Match for MHPD Expansion grant
(\$51,494)	MHPD FY 11 Continuation funding
(\$50,000)	Postage and Postage
(\$200,000)	Managed Print Services
(\$255,000)	Workforce Development Pilot Programs
(\$400,000)	Civil Indigent Attorney Fees
(\$300,000)	Indigent Attorney Fees for Capital Cases
(\$200,000)	Transition Planning
(\$70,000)	Redistricting
(\$175,000)	Special Election for Senator Wentworth
(\$250,000)	Conservation Easement
(\$2,947,447)	Total Possible Future Expenses (Earmarks)

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

\$4,844,154 Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (001-9800-981-9891)

Amount	Dept Transferred Into	Date	Explanation
\$496,980 (\$45,000)	Facilities	12/28/10	Beginning Balance EOB - Safety Improvements
\$451,980 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY11 Budget Process:

Amount	Explanation
(\$135,000)	Video Surveillance Phase 2 of 3
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
(\$90,000) Total Possible Future Expenses (Earmarks)	
\$361,980 Remaining CAR Balance After Possible Future Expenditures	

Emergency Reserve Status (001-9800-981-9814)

Amount	Dept Transferred Into	Date	Explanation
\$4,950,000			Beginning Balance
\$4,950,000 Current Reserve Balance			

Fuel & Utility Reserve Status (001-9800-981-9819)

Amount	Dept Transferred Into	Date	Explanation
\$1,000,000			Beginning Balance
\$1,000,000 Current Reserve Balance			

Planning Reserve Status (001-9800-981-9821)

Amount	Dept Transferred Into	Date	Explanation
\$2,100,000			Beginning Balance
\$2,100,000 Current Reserve Balance			

Juvenile Justice TYC (001-9800-981-9829)

Amount	Dept Transferred Into	Date	Explanation
\$250,000			Beginning Balance
\$250,000 Current Reserve Balance			

Future Grant Requirements Reserve Status (001-9800-981-9837)

Amount	Dept Transferred Into	Date	Explanation
\$596,369			Beginning Balance
\$596,369 Current Reserve Balance			

Smart Bldg. Facility Maintenance Reserve Status (001-9800-981-9838)

Amount	Dept Transferred Into	Date	Explanation
\$51,280			Beginning Balance
\$51,280 Current Reserve Balance			

Unallocated Reserve Status (001-9800-981-9898)

Amount	Dept Transferred Into	Date	Explanation
\$48,595,756			Beginning Balance
(\$22,500,000)	Facilities	12/14/10	Land
(\$754,400)	ITS	12/21/10	Equipment
(\$3,948,400)	TNR	12/21/10	Vehicles
\$21,392,956 Current Reserve Balance			

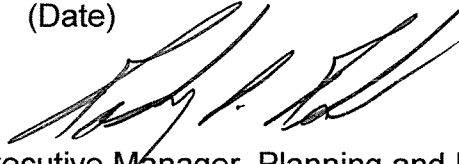
BEFIT Auditor Reserve Status (001-9800-982-9902)

Amount	Dept Transferred Into	Date	Explanation
\$1,099,930			Beginning Balance
(111,697)	ITS	11/9/10	BEFIT Personnel
(920,159)	Auditor	12/7/10	BEFIT Personnel
(68,074)	PBO	12/7/10	BEFIT Personnel
\$0 Current Reserve Balance			

Travis County Commissioners Court Agenda Request

Voting Session February 8, 2011 Work Session _____
(Date) (Date)

I. Request made by:



Rodney Rhoades, Executive Manager, Planning and Budget Phone # 854-4718
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney.

Requested text:

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 \$564,906.99, for the period of January 21 to January 27, 2011.

Approved by: _____
Signature of Commissioner or County Judge

II. Additional Information:

- A. Backup memorandum is attached.
- B. Affected agencies and officials.

Dan Mansour	854-9499
Susan Spataro	854-9125
Rodney Rhoades	854-9106

III. Required Authorizations: Checked if applicable:

- _____ Planning and Budget Office (854-9106)
- _____ Human Resources Management Department (854-9165)
- _____ Purchasing Office (854-9700)
- _____ County Attorney's Office (854-9415)
- _____ County Auditor's Office (854-9125)

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 8, 2011

TO: Members of the Travis County Commissioners Court

FROM: Dan Mansour, Risk Manager

COUNTY DEPT. Human Resources Management Department (HRMD)

DESCRIPTION: United Health Care (UHC) (The Third Party Administrator for Travis County's Hospital and Self Insurance Fund) has requested reimbursement for health care claims paid on behalf of Travis County employees and their dependents.

PERIOD OF PAYMENTS MADE: January 21, 2011 to January 27, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$564,906.99

HRMD RECOMMENDATION: The Director or Risk Manager has reviewed the reimbursement submitted and concurs with the findings of the audits by the Financial Analyst and the Benefits Contract Administrator and therefore recommends reimbursement of \$564,906.99.

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
JANUARY 21, 2011 TO JANUARY 27, 2011

- 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. Notification of amount of request from United Health Care (UHC).
- Page 5. Last page of the UHC Check Register for the Week.
- Page 6. List of payments deemed not reimbursable.
- Page 7. Journal Entry for the reimbursement.

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: February 8, 2011
 TO: Susan Spataro, County Auditor
 FROM: Dan Mansour, Risk Manager
 COUNTY DEPT.: Human Resources Management Department (HRMD)

United Health Care (UHC) (Travis County's Third Party Administrator for our Self Insured Health Care Fund) has requested reimbursement for health care claim payments made on behalf of Travis County employees and their dependents as follows:

PERIOD OF PAYMENTS PAID:
 FROM: January 21, 2011
 TO: January 27, 2011

REIMBURSEMENT REQUESTED: \$ 564,906.99

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$	1,798,610.66
bank withdrawal correction	\$	(2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: February 1, 2011	\$	(1,230,988.94)
October 5, 2010 adj	\$	135.10
Adjust to balance per UHC	\$	0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$	564,906.99
PAYMENTS DEEMED NOT REIMBURSABLE	\$	-
TRANSFER OF FUNDS REQUESTED:	\$	564,906.99

The claims have been audited for eligibility and all were eligible in the period covered by the claim.


All claims over \$25,000 (1 this week totaling \$112,075.66) 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.

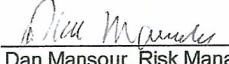
Fifteen percent (15%) of all claims under \$25,000 (\$71,717.23) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount 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 \$200,000 stop loss limit. For claims that have exceeded the limit, it has been verified that UHC has complied with the contract. This week credits for stop loss and other reimbursements totaled (\$70,981.93).

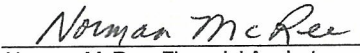
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 1/28/11
 Diane Blankenship, Director, HRMD Date

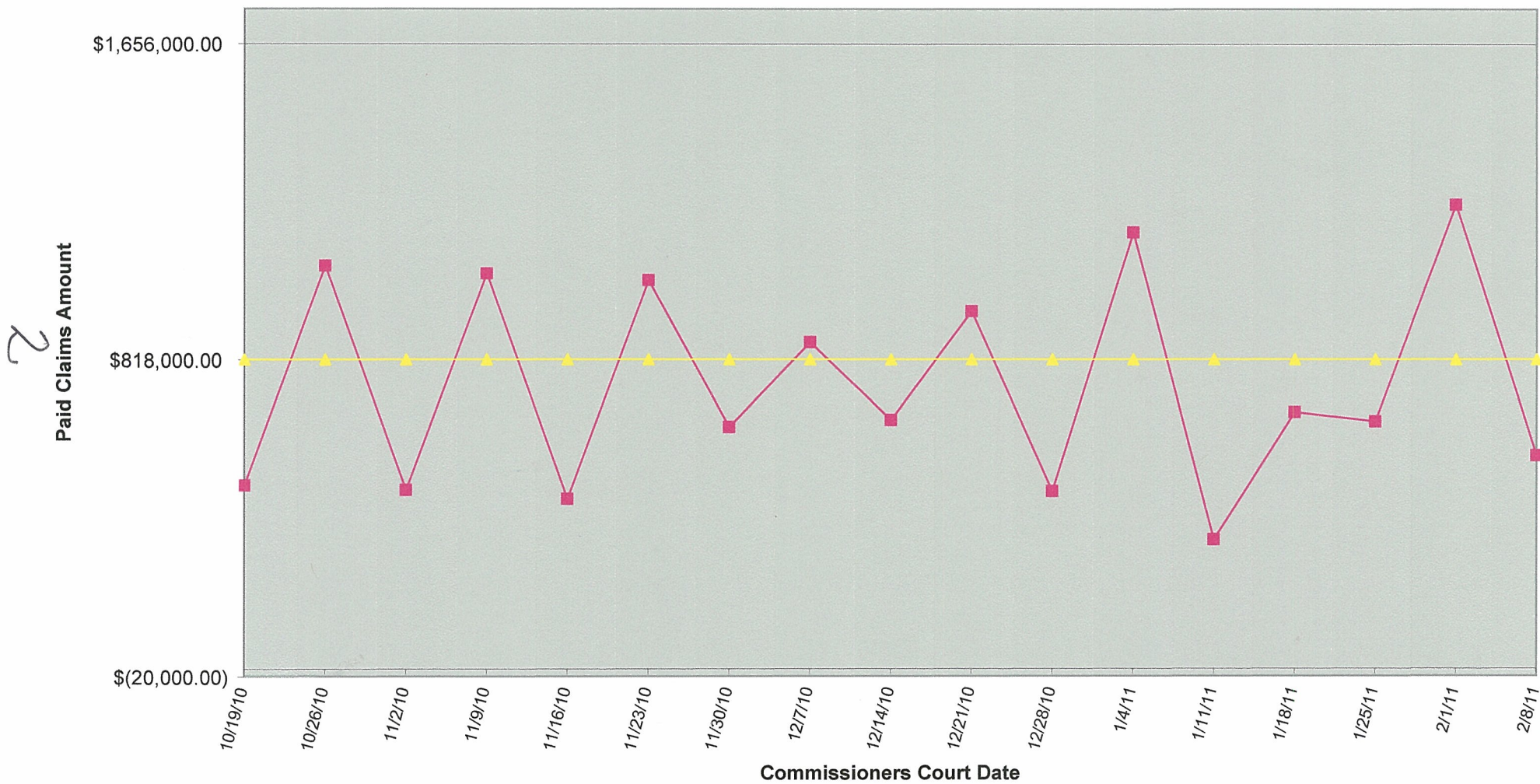
 1-28-11
 Dan Mansour, Risk Manager Date

 1-28-11
 Cindy Purinton, Benefit Contract Administrator Date

 1/28/11
 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 FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85



UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_01_27

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	0.01	QG	60077525	AH		7 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AH		9 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AA		1 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AA		6 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AA		1 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AE		1 1/24/2011	100	1/26/2011	1/27/2011
701254	632	0.01	QG	60077525	AE		7 1/24/2011	100	1/26/2011	1/27/2011
701254	632	-3.15	U4	64940190	AF		11 10/11/2010	50	1/25/2011	1/27/2011
701254	632	-12.8	RI	72586790	AA		8 6/17/2010	50	1/24/2011	1/27/2011
701254	632	-29.02	U4	4411340	A		3 1/15/2011	50	1/24/2011	1/27/2011
701254	632	-45	RL	7405220	AE		9 10/22/2010	50	1/26/2011	1/27/2011
701254	632	-101.7	RE	30458490	AH		1 1/22/2011	50	1/28/2011	1/27/2011
701254	632	-428.25	NN	SSN0000C	AL		0 1/21/2011	600	1/27/2011	1/27/2011
701254	632	-480.9	RL	77379420	A		2 1/20/2011	50	1/26/2011	1/27/2011
701254	632	-804	NN	SSN0000C	AL		0 1/24/2011	600	1/28/2011	1/27/2011
6 701254	632	-864.54	RL	20607720	AH		6 10/29/2010	50	1/26/2011	1/27/2011
701254	632	-1168.04	RH	93751670	AH		8 1/21/2011	50	1/27/2011	1/27/2011
701254	632	-1283	NN	SSN0000C	AL		0 1/18/2011	600	1/24/2011	1/27/2011
701254	632	-65761.53	NN	SSN0000C	AL		0 1/24/2011	600	1/28/2011	1/27/2011

564,906.99

Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 01/27/2011

<i>CONTR_#</i>	<i>TRANS_AMT</i>	<i>SRS</i>	<i>CHK_#</i>	<i>GRP</i>	<i>CLAIM ACCT#</i>	<i>ISS_DATE</i>	<i>TRANS CODE</i>	<i>TRANS_DATE</i>
----------------	------------------	------------	--------------	------------	------------------------	-----------------	-----------------------	-------------------

Total: \$0.00

0

Travis County - Hospital and Self Insurance Fund (526)
Journal Entry for the Reimbursement to United Health Care

 For the payment week ending: 1/27/2011

TYPE	MEMBER TYPE	TRANS_AMT
<i>CEPO</i>		
	EE	
	526-1145-522.45-28	107,247.88
	RR	
	526-1145-522.45-29	12,212.17
Total CEPO		\$119,460.05
<i>EPO</i>		
	EE	
	526-1145-522.45-20	113,714.59
	RR	
	526-1145-522.45-21	7,949.84
Total EPO		\$121,664.43
<i>PPO</i>		
	EE	
	526-1145-522.45-25	308,407.83
	RR	
	526-1145-522.45-26	15,374.68
Total PPO		\$323,782.51
Grand Total		\$564,906.99



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Cynthia Lam-Roldan, Human Resources Management, 854-4822
Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions - Pages 2 - 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Human Resources Management	Todd Osburn	Pending
Human Resources Management	Diane Blankenship	Pending
Planning and Budget Office	Rodney Rhoades	Pending
Human Resources Management		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor

● P.O. Box 1748

● Austin, Texas 78767

● (512) 854-9165 / FAX(512) 854-4203

February 8, 2011

ITEM # :

DATE: January 28, 2011

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Sarah Eckhardt, Commissioner, Precinct 2
Karen L. Huber, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Rodney Rhoades, Executive Manager, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 5.

If you have any questions or comments, please contact Diane Blankenship at 854-9170 or Todd L. Osburn at 854-2744.

RR/DB/TLO

Attachments

cc: Planning and Budget Department
County Auditor
County Auditor-Payroll (Certified copy)
County Clerk (Certified copy)

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
--

NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Constable 5	26	Administrative Assoc	14 / Midpoint / \$39,623.17	14 / Midpoint / \$39,623.17
Juvenile Probation	481	Juvenile Res Trt Ofcr Sr	15 / Level 2 / \$36,691.20	15 / Level 2 / \$36,691.20
Juvenile Probation	567	Cook*	8 / \$22,880.00	8 / \$22,880.00
TNR	418	Environmental Spec	17 / Level 2 / \$41,995.20	17 / Level 2 / \$41,995.20
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
HHS	20054	Planner / Mgmt / Res Asst	13 / \$14.54	13 / \$14.54	02
HHS	50259	Interpreter Sign Lang IV	22 / \$34.00	22 / \$34.00	05
HRMD	20036	Registered Nurse II	20 / \$26.00	20 / \$26.00	02
Records Mang & Comm Resrc	50012	Imaging Production Tech	11 / \$12.70	11 / \$12.70	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Salary	Dept. (To)	Slot – Position Title –Salary	Comments
HHS	Slot 50014 / Interpreter Sign Lang V / Grd 25 / \$38.00	HHS	Slot 50257 / Interpreter Sign Lang VI / Grd 26 / \$45.00	Promotion temporary.

CAREER LADDERS – NON-POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Criminal Courts	134	Counselor* / Grd 15	Counselor Sr / Grd 16	\$36,716.45	\$38,552.27	Career Ladder. Pay is between min and midpoint of pay grade.
* Actual vs Authorized						

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
District Atty	Slot 67 / Victim Counselor Sr / Grd 16 / \$41,664.05	District Atty	Slot 84 / Victim Counselor Sr / Grd 16 / \$41,664.05	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
District Atty	Slot 230 / Attorney VI / Grd 28 / \$46,263.84	District Atty	Slot 239 / Attorney VI / Grd 28 / \$46,263.84	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
ITS	Slot 4 / Information Technology Dir / Grd 31 / \$113,117.02	ITS	Slot 4 / Information Technology Dir / Grd 31 / \$121,600.80	Salary adjustment. Pay is between min and midpoint of pay grade.
ITS	Slot 35 / Network Engineer I / Grd 23 / \$66,247.71	ITS	Slot 35 / Network Engineer I / Grd 23 / \$69,560.10	Salary adjustment. Pay is between min and midpoint of pay grade.
ITS	Slot 71 / Information Security Mgr / Grd 27 / \$81,499.62	ITS	Slot 71 / Information Security Mgr / Grd 27 / \$87,612.09	Salary adjustment. Pay is between min and midpoint of pay grade.
ITS	Slot 130 / Business Analyst III / Grd 25 / \$71,190.82	ITS	Slot 130 / Business Analyst III / Grd 25 / \$76,530.13	Salary adjustment. Pay is between min and midpoint of pay grade.
* Actual vs Authorized				

PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
JP Pct 4	Slot 14 / Court Clerk II / Grd 15 / \$37,040.70	JP Pct 4	Slot 5 / Court Clerk II Sr / Grd 16 / \$42,577.60	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 292 / Cook / Grd 8 / \$28,932.38	Juvenile Probation	Slot 402 / Food Svcs Supv / Grd 12 / \$33,272.23	Promotion. Pay is between min and midpoint of pay grade.
Juvenile Probation	Slot 506 / Juvenile Probation Ofcr III / Grd 16 / \$38,601.17	Juvenile Probation	Slot 40 / Juvenile Probation Ofcr III / Grd 16 / \$38,601.17	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Tax Collector	Slot 122 / Tax Specialist I / Grd 12 / \$29,142.00	Tax Collector	Slot 121 / Tax Specialist II / Grd 14 / \$32,345.46	Promotion. Pay is at minimum of pay grade.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

AD HOC CLASSIFICATION CHANGE							
		Current			HRMD Recommends		
Dept.	Slot #	Auth Position Title / Position #	FLSA	Pay Grade	Position Title / Position #	FLSA	Pay Grade
JP 1	6	Court Clerk I / 13746	NE	13	Planner Senior / 20452	E	20
Department requests in order to meet departmental needs. PBO has confirmed funding available.							

BY ORDER OF THE COMMISSIONERS COURT, THE PRECEDING PERSONNEL AMENDMENTS ARE APPROVED.

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Sarah Eckhardt, Commissioner, Pct. 2

Karen L. Huber, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: Kristy Vargas, Justice and Public Safety, 854-4753
 Elected/Appointed Official/Dept. Head: Roger Jefferies, Executive Manager
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REALLOCATION OF FUNDING AND RESTRUCTURING OF THE COMMITMENT TO CHANGE PROGRAM ADMINISTERED BY THE COUNSELING AND EDUCATION SERVICES DEPARTMENT

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

STAFF RECOMMENDATIONS:

Counseling and Education Services (CES) and Criminal Justice Planning (CJP) are recommending to the Commissioners Court a restructuring and reallocation of funding for the Commitment to Change Program at the Travis and Woodman State Jails. Through the reallocation of funding, focus of staff time shall be used to implement an intensive pre and post release case management program as opposed to an in prison substance abuse education and treatment.

ISSUES AND OPPORTUNITIES:

The CTC Program is designed as a six-month long pre-release, substance abuse and cognitive behavioral therapy program, for both court ordered and voluntary clients, that focuses on substance abuse and criminal conduct. Under the current structure of the program, Counseling and Education Services (CES) oversees this program. Over the past year, management has examined the outcome performance of the CTC program only to realize while in the in-prison portion of the program has been widely successful, it is ultimately what occurs with the offenders when they return home that has been less than satisfactory.

CES and CJP have discussed a variety of options in hopes of increasing the performance of the CTC program. Staff from both departments agrees that the lack of available pre and post release case management is creating many of the deficiencies. Staff is making a recommendation to the Commissioners Court to transfer the current CTC budget including two positions to CJP to create an intensive pre and post release case management program as opposed to an in prison substance abuse education and treatment.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Agenda Item

Meeting of February 8, 2011

Justice and Public Safety
Planning and Budget Office
County Judge's Office
Commissioners Court

Roger Jefferies

Cheryl Aker
Cheryl Aker

Completed
Pending
Pending
Pending

02/01/2011 3:42 PM

CRIMINAL JUSTICE PLANNING DEPARTMENT

P.O. Box 1748, Austin, TX 78767, (512) 854-4415, FAX (512) 854-4417



MEMORANDUM

To: Travis County Commissioners Court

Through: Roger Jefferies, Executive Manager, Justice and Public Safety

From: Kimberly Pierce, Manager, Criminal Justice Planning

Date: January 21, 2011

Subject: Request to Reallocate Funding and Reorganize the Commitment to Change Program located at the Travis and Woodman State Jails.

The CTC Program is designed as a six-month long pre-release, substance abuse and cognitive behavioral therapy program, for both court ordered and voluntary clients, that focuses on substance abuse and criminal conduct. Under the current structure of the program, Counseling and Education Services (CES) oversees this program. Over the past year, management has examined the outcome performance of the CTC program only to realize while in the in-prison portion of the program has been widely successful, it is ultimately what occurs with the offenders when they return home that has been less than satisfactory.

CES and CJP have discussed a variety of options in hopes of increasing the performance of the CTC program. Staff from both departments agrees that the lack of available pre and post release case management is creating many of the deficiencies. Staff is making a recommendation to the Commissioners Court to transfer the current CTC budget including two positions to CJP to create an intensive pre and post release case management program as opposed to an in prison substance abuse education and treatment. CJP has the experience and expertise to oversee the case management functions and looks forward to this new program.

Further explanation and back up material are attached to this memo.

Attachments:

Agenda Request
Current and Proposed Budget
Current and Proposed Organizational Chart
CTC Standards and Caseload Sizes

cc:

Caryl Colburn, Director, CES
Mark Spacht, Clinical Manager, CES
Teresa Goff, Program Manager, CES
Julie Cullen, Financial Analyst, CJP
Cindy Finnegan, Sr. Planner, CJP
Cathy McClaugherty, Sr. Planner, CJP

AGENDA REQUEST INFORMATION:

- **Session/Date:** Voting Session: February 8, 2011
- **Requested Action: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A REALLOCATION AND RESTRUCTURING OF THE COMMITMENT TO CHANGE PROGRAM ADMINISTERED BY THE COUNSELING AND EDUCATION SERVICES DEPARTMENT.**

PROGRAMMATIC INFORMATION:

- **Points of Contact for additional information:** Roger Jefferies, Justice and Public Safety Executive Manager, 44759; Caryl Colburn, CES Director, 44618; Mark Spacht, CES Clinical Manager, 46423; Teresa Goff, CES Program Manager, 44133; Kimberly Pierce, CJP Planning Manager, 44764, Cathy McClaugherty, Senior Planner, 44713; Cindy Finnegan, Senior Planner, 43277; Julie Cullen, Financial Analyst, 44751.

Summary of Program Objective/Staff Recommendation: Counseling and Education Services (CES) and Criminal Justice Planning (CJP) are recommending to the Commissioners Court a restructuring and reallocation of funding for the Commitment to Change Program at the Travis and Woodman State Jails. Through the reallocation of funding, focus of staff time shall be used to implement an intensive pre and post release case management program as opposed to an in prison substance abuse education and treatment.

What is CTC? - The CTC Program is designed as a six-month long pre-release, substance abuse and cognitive behavioral therapy program, for both court ordered and voluntary clients, that focuses on substance abuse and criminal conduct. Both substance abuse and criminal conduct are addressed utilizing Criminal Conduct & Substance Abuse Treatment: Strategies for Self-Improvement and Change, by Kenneth W. Wanberg, PhD., and Harvey B. Milkman PhD. The post-release phase of the program includes weekly aftercare, case management, and transitional housing, contingent on compliance with program rules and standards.

History of Substance Abuse Programs - When the CTC program was first created in 2005, there were no substance abuse treatment or education programs for state jail confinees. Travis County filled this gap by creating the CTC program. In 2008, in an effort to stem the building of new prisons, the State Legislature approved funding for substance abuse education for the state jails. With this funding, Turning Point, an educational substance abuse program was begun at the Travis State Jail (not Woodman) in 2008. The CTC and Turning Point program are both two substance abuse programs that are competing for the same clientele, as currently structured.

Having two substance abuse programs, CTC and Turning Point, at the same state jail has also created a program duplication issue. Both programs have the same target population and are competing for clients, as currently structured.

Why Change the CTC Program? - CES and CJP reported to the Commissioners Court through an evaluation of CTC showed that, in most categories, clients in the CTC program have fared no better in avoiding arrest and incarceration than nonparticipants. According to a 2007 evaluation of the CTC program, 50% of males participating in CTC (Travis State Jail) reoffend after release, while 60% of males not participating in CTC reoffend after release. Fifty percent of females participating in CTC (Woodman State Jail) reoffend after release and 50% of females not participating in CTC reoffender after release. For the purpose of this evaluation, reoffending was defined as being arrested and charged for any new offense in Travis County.

Although the Addiction Severity Index (ASI) was used to validate client's substance abuse, program results are attributed to a lack of a validated criminogenic assessment tool, not the CTC curriculum. A criminogenic tool would properly identify those who are the highest risk of recidivism. More significant for the program was a lack of staff resources and nonparticipation by clients in the aftercare program. During FY10, 55 men and women enrolled in the CTC program, with 33 (60%) completing the pre-release portion of the program. Of the 33 released into the community, only seven (12%) successfully completed the aftercare portion of the program. In comparing this to FY09 data, there was an 8% increase in the number enrolled in CTC during FY10 and a 57% increase in the number successfully completing the pre-release portion of the program. However, upon release into the community, there was a 13% **decrease** in the number successfully completing aftercare in FY10.

Staff Recommendation - Because the outcome measures of the CTC program rely heavily on what happens when CTC clients return to the community, a recommendation was made that the CTC program be aligned with Criminal Justice Planning (CJP) as a revised intensive case management and reentry program. With input from the Texas Department of Criminal Justice, Reentry and Reintegration Division (TDCJ), staff from both the CES and CJP have determined that the reallocation of funding and restructuring of the CTC program will realize greater success for clients, while being more fiscally responsible with a reentry focus.

By approving this request to reallocate funds, the Commissioners Court will allow CJP a budget transfer from CES to develop slot numbers, transfer two social worker positions with an expected start date of Tuesday, March 1, 2011. Two additional social workers will be hired as offenders are being released to the community. The reallocation of funding will allow time to be used to implement an intensive pre and post release case management program as opposed to an in prison substance abuse education and treatment. With this expected start date will also allow staff time to transfer current clients into other existing TDCJ programming. At the Travis State Jail, this will specifically be a voluntary substance abuse program called Turning Point. The female clients in the CTC program at Woodman State Jail in Gatesville, Texas, will receive the new reentry curriculum and continue with portions of the current curriculum.

CTC clients in the aftercare program will be assessed for criminogenic risk and needs and will continue to have the opportunity to attend weekly aftercare meetings. Aftercare program curriculum will continue to be structured around the Commitment to Change curriculum and individual transition accountability plans will be adhered to ensuring a smooth transition to program closure and successful reentry activities. This reallocation will allow for a greater number of individuals to receive intensive post release case management services.

Keeping the CTC Name - Staff recommend keeping the CTC program name, target population, and current dorm and offices at the Travis State Jail as the CTC name has recognition and is seen as a successful internal program option by offenders. This is in line with a recommendation made by TDCJ.

Staff Realignment and Reorganization – Staff recommend reclassifying two existing full-time case worker positions within the CTC program as two full-time social workers; keeping one case worker position intact; and combining three part-time case worker positions into two full-time social worker positions. These four social workers will be equally split between Travis State Jail and Woodman State Jail and will work with male and female CTC clients pre- and post-release, with a strong emphasis on the post-release portion.

The social worker positions will require a minimum of five years experience with the offender population and extensive knowledge of the criminal justice system and local transitional services. In the initial reallocation and reorganization of the CTC program, proposed hiring scenarios include transferring and reclassifying two existing CTC case workers as social workers and hiring two new social workers as ex-offenders are being released. It should be noted that two CTC case managers have been identified as qualified to fill the proposed social worker positions. Transferring qualified current staff will result in a smoother program transition and continued service provision and supervision for CTC participants and is, therefore, the preferred and recommended course of action.

What Does the New CTC Re-entry Program Look Like?

Target Population - The target population will be general population males at the Travis State Jail enrolled and successfully completing the Turning Point program who are assessed as high to medium risk for recidivism. Once assessed by Turning Point with the ORAS-RT (see Individual Assessment Criteria below), the client will be housed in the CTC dorm. The dorm holds a total of 24 men to focus on transition from prison. It is anticipated that up to 200 men may participate in the pre- and post-release (aftercare) portions of the program annually.

The target population for females will be general population females at the Woodman State Jail who are assessed as high to medium risk for recidivism and returning to Travis County. The dorm holds 30 females. It is anticipated that up to 100 females may participate in the pre- and post-release (aftercare) portions of the program

annually. Once assessed by the ORAS-RT (see Individual Assessment Criteria below), clients will participate in the new reentry focused curriculum.

Travis County District Court Judges may elect to sentence offenders to the CTC program or incarcerated offenders may volunteer to participate in the program. Travis County sentenced 964 men and 192 females to state jails in 2010.

Pre-release Case Management Functions (25% of staff time) - Four full-time social workers will provide transitional planning, facilitate reentry programming, obtain important documentation such as birth certificates, identification cards, facilitate family reunification groups, solicit employment and life skills classes, act as volunteer coordinator, secure appropriate housing and basic need packages and work in tandem with other service providers.

Post-release Case Management Functions (75% of staff time) - Social workers will have set office hours at an office provided by CES so that ex-offenders know when staff will be in the office to provide assistance with transportation, clothing, housing and medical needs. This office will also be used during the evening hours for classes to be facilitated by volunteers in the community in areas of anger management, female support groups, AA/NA, family reunification and weekly after care.

Case management staff will meet the offender the day of release either at his/her residence or transitional housing, maintain daily or weekly contact depending on risk and needs, assist with employment training and referrals, facilitate aftercare and peer support meetings. This comprehensive case management model will be offered to each high/medium risk offender for up to 90 days post release. In some cases, ex-offenders may need longer periods of time in aftercare, while others may need less. Case management staff will work intensively with post-release clients, maintaining regular face to face contact with them in the community, to ensure clients feel supported, are connected to auxiliary services, and remain engaged in aftercare.

One of the gaps in the current CTC program as well as Turning Point is the lack of staff available for assisting the ex-offenders once released. The importance of having social workers in the community is crucial to the success of this revamping of CTC. The establishment of a relationship and having one-on-one contact with the ex-offender cannot be underestimated. It is critically important the time spent with the social worker and offender be used to monitor compliance and work on any criminogenic needs. The amount of time social workers spend with ex-offenders in one-on-one sessions and in the community, how they choose to use that time, and their skills in employing behavioral techniques, makes a considerable difference on offender outcomes. Social workers must be flexible, have non-standard work schedules and hours.

CJP staff is also in the process of creating a Community Reentry Network, a group of planners and service providers with expertise in what is being offered and available in

the community for the offender population. This group will be available as a resource for the case manager/social workers.

CTC's reentry case management staff will immediately begin working with each individual client preparing them for release. Under the current CTC program, less than one hundred men and women participated in the program pre and post release. The ultimate goal is that more individuals will successfully transition into the community (find employment, housing, be self-sufficient), thus decreasing recidivism by increasing public safety. CJP case management staff will be responsible for intensive post-release case management, facilitating group/family counseling, employment and housing assistance, providing basic needs packages and bus passes.

Housing – Since 2005, there has been a \$39,000 line item in CTC's budget for transitional housing for CTC participants. In FY 2010, this money was transferred from the CTC budget to CJP's budget and transitional housing was made available to all eligible clients involved in Justice and Public Safety-funded programs: CTC, the Mental Health Public Defender Office (MHPDO), the Offender Workforce Development Program (OWD), and the Office of Parental Responsibility (OPR). Expansion of the transitional housing program to all programs was due to historic underutilization of the money by CTC (due, in large part, to poor quality of housing providers at the time), as well as the need for housing options for clients of other JPS-funded programs.

As of January 2011, \$37,584 (or 96%) of the available \$39,000 transitional housing budget has been used as a result of the expansion of service to all JPS-funded programs. The MHPDO has consumed 46% of the budget; CTC has consumed 40% of the budget; OWD has consumed 14 % of the budget; and OPR has consumed 0% of the budget. On average, \$12,000 a month is being spent on 18 offenders monthly.

CJP has identified \$17,000 that can be used to supplement the lack of housing funding. This dollar amount will allow clients housing through February. Efforts to divert clients from housing have intensified and are subject to scrutiny, in order to reserve this option for those homeless clients most in need of assistance. Cases are being closely monitored while in housing and case management staff is instructed to work intensively with their clients from the date of initial placement to develop an exit plan. Additionally, all referrals to transitional housing will now go through a joint staffing process to ensure we are only referring clients who are truly in need of the service and with no other available options.

Database Development and Performance Measures - It is the intent of CJP to develop a divisionwide case management model that other JPS departments such as the Mental Health Public Defender Office, Office of Parental Representation and CES can utilize. CJP's staff are currently building a case management database for use by the CTC program. The database will track relevant offender information, case management notes and time as well as offender progress both pre and post release. The database will generate reports to track the performance measures outlined. This

database will be tailored specifically to the needs of the CTC program and the offenders it serves while allowing managers to receive reports that will guide in making business decisions related to the program. For example; leveling caseloads or monitoring case management time.

It is estimated that it will take 40-60 hours to program the new CTC database and is expected to be available for use, if the court approves this proposal, on day one of the new program.

Process and outcome measures are being developed for the restructured CTC program so that necessary steps can be taken if the desired outcomes are not being achieved. Examples of the measures the department will be developing are:

Pre-release

- Number and % of offenders assessed
- Number and % offenders assessed of high and medium risk
- Number and % of those assessed volunteering to participate in the CTC program
- Number and % of high and medium risk offenders in which a release plan was developed
- Number and % of high and medium risk offenders that enter the program
- Number and % of high and medium risk offenders completing the program
- Number and % of high and medium risk offenders completing GED
- Number and % of high and medium risk offenders completing cognitive education classes
- Number and % of high and medium risk offenders completing alcohol and/or drug programs
- Number and % of high and medium risk offenders completing the Offender Workforce Development program
- Number and % of high and medium risk offenders participating in the Family Reunification Program
- Number and % of high and medium risk offenders removed from the program for disciplinary reasons
- Number and % of successfully completing offenders reassessed at time of release
- Number and % of successfully completing offenders whose risk level decreased during the pre-release portion of the program

Post-release

- Number and % of high and medium risk offenders released to stable housing
- Number and % of high and medium risk offenders reporting for first appointment
- Number and % of high and medium risk offenders participating in the Offender Workforce Development program
- Number and % of high and medium risk offenders obtaining stable employment
- Number and % of high and medium risk offenders maintaining stable employment
- Number and % of high and medium risk offenders arrest free at 30, 60, 90, 180 days
- Number and % of high and medium risk offenders participating in weekly aftercare/peer support group

Number and % of high and medium risk offenders successfully completing 90 days of aftercare

Number and % of high and medium risk offenders participating in the Family Support Group

Number and % of high and medium risk offenders having monthly contact with case managers

Number and % of high and medium risk offenders remaining arrest free at three years

Number and % of successfully completing offenders reassessed at time of completion of aftercare

Number and % of successfully completing offenders whose risk level decreased following completion of the aftercare program

The average number of changes of address over the course of a year per offender.

It is the goal of the newly reorganized CTC program to have, at a minimum, 50% of the medium to high risk offenders participating in the program successfully complete the post release aftercare by means of attending weekly aftercare sessions, verified stable employment, obtaining appropriate housing and not being arrested. These four main performance measures will be tracked for each participant. Re-arrest data will be tracked for a three year period for evaluation purposes.

The previous CTC program reported 12% of the males and 22% of the females successfully completed the post release aftercare sessions; 50% of both male and females were rearrested; and 80% of males and females were in appropriate housing. The glaring difference between the two populations was only 5% of males reported being employed and 65% females were employed.

It is staff's expectation that at least 50% of the medium to high risk participants released into post release aftercare will transition successfully through intensive case management services, assisting the ex-offender with finding employment, stable housing and keeping them engaged in the weekly aftercare support groups. If the ex-offender is able to successfully navigate through these issue areas, the likelihood of being rearrested is greatly diminished.

What Reentry Curriculum Will be Used? - While incarcerated at the state jail, a period of four to six weeks as determined by individual need and progress, clients will receive two to four hours per day of intensive reentry curriculum; females may receive more using the Criminal Conduct & Substance Abuse Treatment: Strategies for Self-Improvement and Change. The reentry curriculum used will be the Adult Pre-Release Handbook – A Pre-Release Information and Successful Transition Curriculum designed and used by the Minnesota Department of Corrections. The curriculum is composed of ten chapters that include: identification, life skills, housing, education, transportation, family, restorative justice, health, money management, and employment. This curriculum is being validated in 2011 as evidence based best practice by the Minnesota Department of Corrections.

The remaining hours of the day will be filled with volunteers in the community providing services such as Offender Workforce Development (3D Program), AA/NA, Anger Management, Family Support, etc. The Community Justice Center Advisory Committee and the Reentry Task Force will be tasked with assisting with the development of the volunteer component.

Individual Assessment Criteria - Research indicates that maximizing reentry outcomes requires early and ongoing assessments through the phases of reentry to identify offenders' levels of risk to reoffend criminogenic needs. A total of eight criminogenic needs have been identified.

- History of antisocial behavior
- Antisocial personality pattern
- Antisocial attitudes
- Antisocial associates
- Family and/or marital stressors
- Lack of employment stability and/or educational achievement
- Lack of prosocial leisure activities
- Substance abuse

TDCJ has adopted Dr. Ed Latesa's *Creation and Validation of the Ohio Risk Assessment System*, also known as the Ohio Risk Assessment System – Reentry Tool (ORAS-RT). TDCJ has granted permission to CJP to begin using the ORAS-RT and to participate in validating the assessment in 2011. The ORAS- RT is designed to follow each offender throughout the criminal justice system without the use of separate assessment tools at different stages within the prison system.

Transition Accountability Plan (TAP) - Utilizing NIC's Transition from Prison to Community model, staff will create a local Transition Accountability Plan (TAP) for each client accepted into the CTC program. The TAP describes actions that must occur to prepare the individual offenders for release from prison and/or jail and spans each phase of a clients reentry path. The objective of the TAP is to increase the overall community protection by lowering risk to persons and property and increase each offender's prospects for successful self-sufficiency in the community.

Research and Program Planning – CJP staff has been researching evidence based practice over the past year with the idea of implementing a reentry program at the Travis State Jail. The Center for Effective Public Policy and its partners, The Urban Institute and The Carey Group, were selected by the Bureau of Justice Assistance (BJA) to serve as the training and technical assistance providers to the Fiscal Year 2007 Presidential Prisoner Reentry Initiative (PRI) grantees. As part of the PRI Program, eleven "Coaching Packets" were developed. These Coaching Packets provide staff the tools to enhance their programming strategies for reducing recidivism and improving offender outcomes.

Each of these packets provides an overview of key topics related to successful offender reentry, concrete strategies and key steps for enhancing practice in this area,

and a "self assessment tool" that jurisdictions can use to evaluate their strengths and challenges in the particular topic. The packets are organized in three series:

Series 1 provides a blueprint for an effective offender reentry system

- A Framework for Offender Reentry
- Establishing a Rational Planning Process
- Engaging in Collaborative Partnerships to Support Reentry

Series 2 addresses key issues related to the delivery of evidence-based services to offenders

- Effective Case Management
- Shaping Offender Behavior
- Implementing Evidence-Based Practices
- Engaging Offenders' Families in Reentry
- Building Offenders' Community Assets Through Mentoring
- Reentry Considerations for Women Offenders

Series 3 provides guidance and tools to ensure that reentry efforts achieve their intended outcomes

- Measuring the Impact of Reentry Efforts
- Continuous Quality Improvement

In addition to the Center for Effective Public Policy, staff has recommended also utilizing the National Institute of Corrections Transition from Prison to Community model. These two proven examples of implementing effective offender reentry programs will allow staff and our stakeholders to immediately begin taking steps from planning to implementation and evaluation.

Funding - The total amount of funding for the CTC program is \$306,780.00. The annual budget for FY12 is estimated to be \$317,385. The increase in the FY12 annual budget is due to personnel related costs. It is the intent of the initial restructuring of the program to use these funds to hire four social workers. The remaining dollars shall be spent on supplementing the housing contract within CJP, bus passes, basic need packages, staff mileage and training.

Budget Information: Business Opportunities/Impacts - All stakeholders (TDCJ Rehabilitation Division, TDCJ Reentry Division, Travis State Jail and Turning Point) have agreed that this is the best course of action to ensure those offenders volunteering to address their addictions also be afforded an opportunity to properly plan for their release to the community. By providing intensive case management, we anticipate on having a better return on our investments.

**TRAVIS COUNTY CONTINUUM TO CARE (CTC) PROGRAM
STANDARDS AND CASELOAD SIZES**

	Low Risk	Low-Med Risk	Medium Risk	High-Medium Risk	High Risk
Supervision Standards	n/a	n/a	Weekly Contact first month and as needed thereafter	Weekly Contact first month; bi-monthly in second month; monthly in third and as needed thereafter	Weekly Contact first month; bi-monthly in second month; monthly in third and as needed thereafter
Expectations	Attend Resource Fair Submit I-60 for one on one with case manager	Attend Resource Fair Submit I-60 for one on one with case manager	Attend Resource Fair Submit I-60 for one on one with case manager Participate in Family Reunification and Life Skills Classes	Attend Resource Fair Submit I-60 for one on one with case manager Participate in all Pre and Post Release Case Planning	Attend Resource Fair Submit I-60 for one on one with case manager Participate in all Pre and Post Release Case Planning
Preferred Caseload Size	n/a	n/a	80	40-60	40-60

Anticipated for the remainder of FY 11

	Annual	March - Oct % of Yr
Personnel Cost		
Social Worker (mid - Johnson)	\$ 49,519	58% \$ 28,886
Social Worker (level 2 - Patricia)	\$ 41,995	58% \$ 24,497
Social Worker (entry)	\$ 39,615	58% \$ 23,109
	<u>\$ 131,129</u>	<u>\$ 76,492</u>
Fringe		
FICA	\$ 8,196	58% \$ 4,781
Hospital	\$ 22,644	58% \$ 10,064
Life	\$ 261	58% \$ 121
Retirement	\$ 15,001	58% \$ 8,751
W/Comp	\$ 1,180	58% \$ 688
Social Security	\$ 1,901	58% \$ 1,109
	<u>\$ 49,183</u>	<u>\$ 25,514</u>
Total	<u>\$ 180,313</u>	<u>\$ 102,006</u>
Operational Cost		
Office Supplies - 3001	\$ 1,200	\$ 1,200
Laptop	\$ -	\$ 2,584
Educ. Commt Eq & Supplies - 3013	\$ 10,000	\$ -
Food, Grocery & Supplies -3033	\$ 2,400	\$ 2,400
Clothing & Uniforms	\$ 2,025	\$ 1,025
Air Cards - 4106	\$ 925	\$ -
Cell Phone	\$ 1,637	\$ 1,097
Mileage - 4202	\$ 5,850	\$ 5,850
Travel, Meals & Lodging - 6503	\$ 2,000	\$ -
Training & Seminars - 6504	\$ 3,000	\$ -
Transitional Housing	\$ 39,000	\$ 57,000
Total	<u>\$ 68,037</u>	<u>\$ 71,156</u>
Total Project	<u>\$ 287,350</u>	<u>\$ 230,162</u>
Remaining Budget		\$ 245,111
		\$ (14,949)

HOUSING CONTRACT ANNUAL SUMMARY

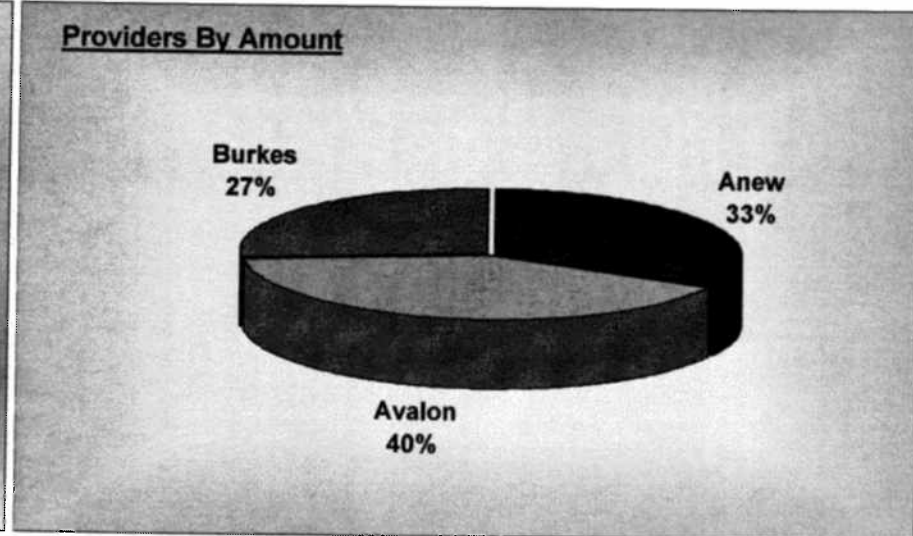
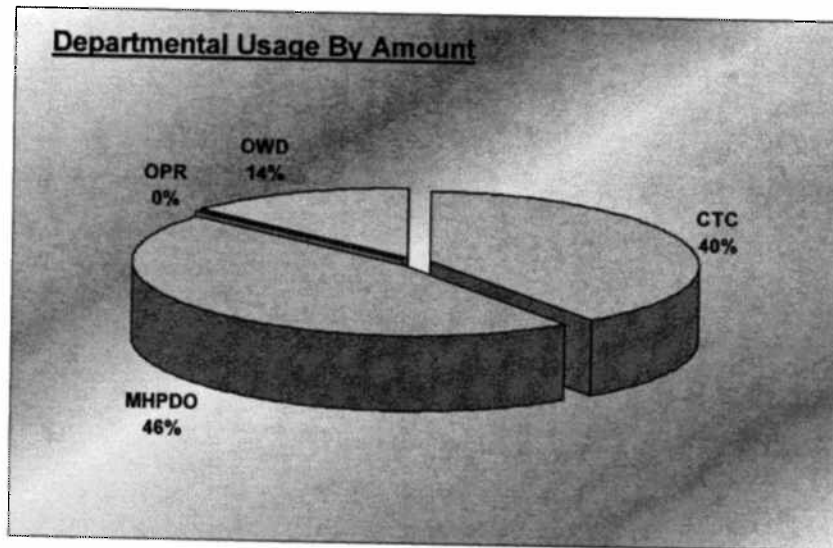
Starting Balance 10-1-10: \$39,000

Department	AnewEntry			Avalon			Burkes			Departmental Total		
	Clients Served	Days	Amount	Clients Served	Days	Amount	Clients Served	Days	Amount	Clients Served	Days	Amount
CTC	8	179	\$5,012	18	313	\$9,947	0	0	\$0	26	492	\$14,959
MHPDO	3	74	\$2,072	9	167	\$5,307	19	286	\$10,010	31	527	\$17,389
OPR	0	0	\$0	0	0	\$0	0	0	\$0	0	0	\$0
OWD	8	187	\$5,236	0	0	\$0	0	0	\$0	8	187	\$5,236
Provider Total	19	440	\$12,320	27	480	\$15,254	19	286	\$10,010	65	1206	\$37,584

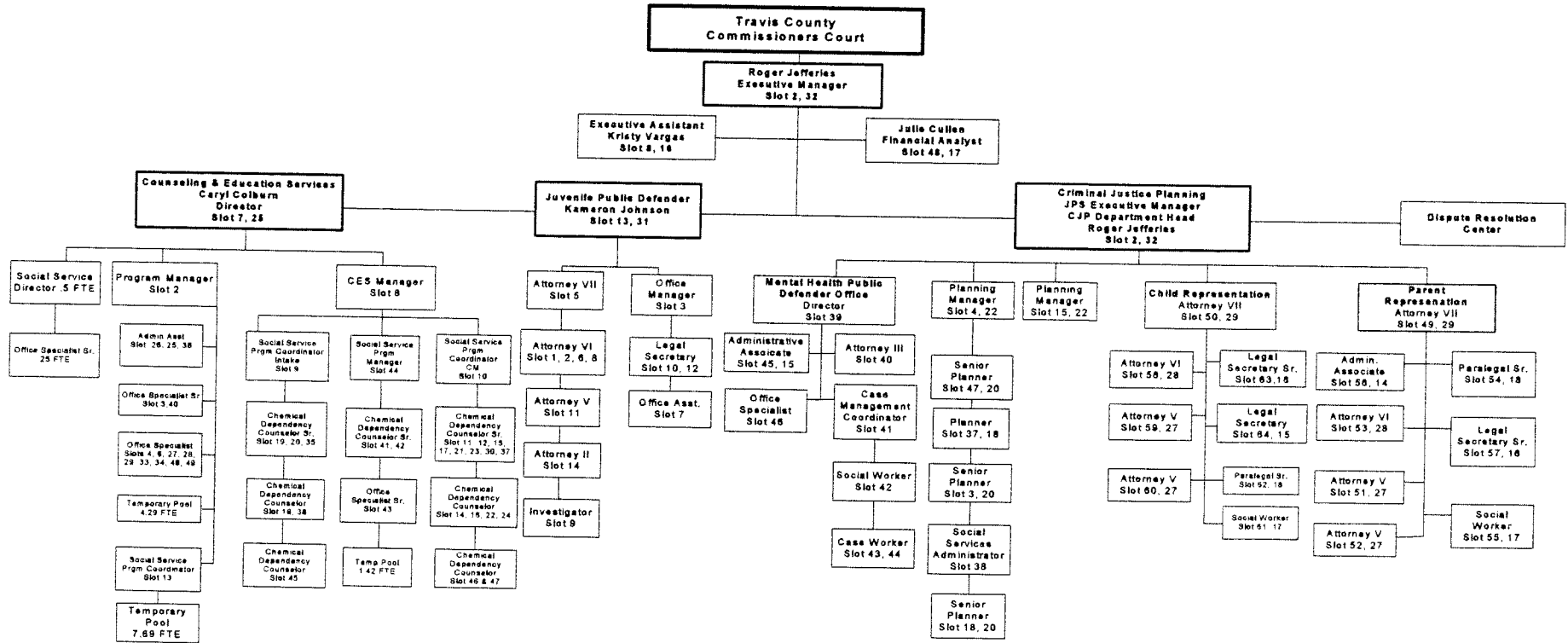
Report Totals As Of: **12/31/10**

Total Number of Clients Served: 65
 Total Number of Days: 1206
 Average Monthly Expenditure: \$12,528.13
 Total Amount Paid to Date: \$37,584

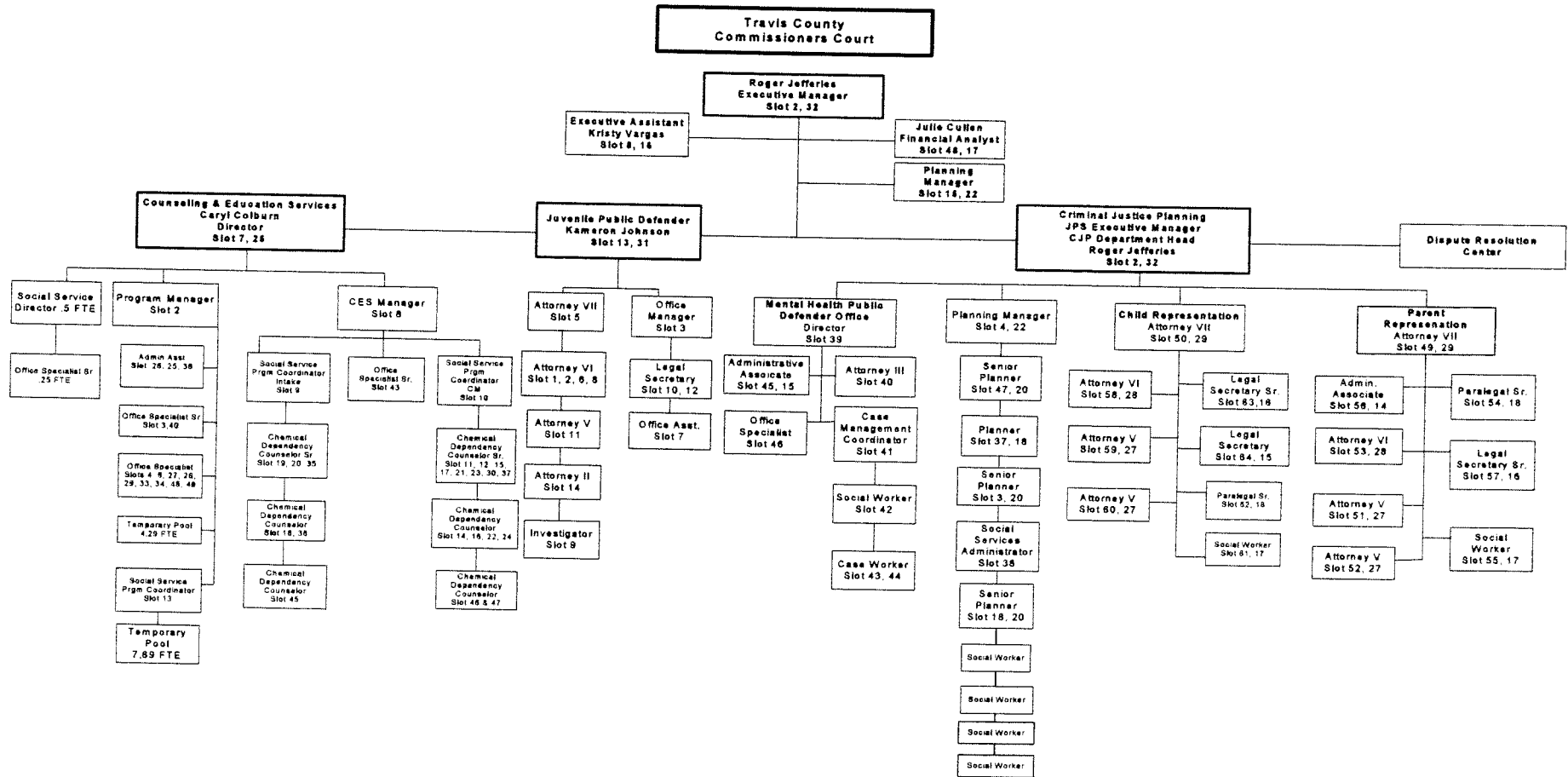
Remaining Balance: \$1,415.60



Justice & Public Safety Organization Chart (Current)



Justice & Public Safety Organization Chart (Proposed)





Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: George Monnat, Purchasing, 854-9778
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 3 to Contract No. CM100144GM , Tempset Controls, Inc for Upgrades to the HVAC Controls Systems.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

The contract is hereby modified as follows per the attached Amendment:

Installation of necessary controls for the existing Carrier HVAC system at the Ray Martinez Building (Precinct 4) to interface with the Schneider IA system purchased under this contract.

The charge for materials and services is \$11,000.00.

As a result of this modification, the total cost of the contract will increase \$11,000.00.

Contract-Related Information:

Award Amount: \$77,500.00
 Contract Type: Continual Maintenance
 Contract Period: March 9, 2010 to ~ July 10, 2011

Contract Modification Information:

Modification Amount: \$11,000.00
 Modification Type: n/a
 Modification Period: n/a

- **Funding Information:**

Purchase Requisition in H.T.E.: 522495

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/27/2011 1:59 PM
Purchasing	Cyd Grimes	Completed	01/27/2011 3:09 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/31/2011 10:16 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**MODIFICATION OF CONTRACT NUMBER: CM100144GM Upgrades to the HVAC System in the
Travis County Criminal Justice Center**

PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 314 W. 11TH ST., RM 400 AUSTIN, TX 78701	PURCHASING AGENT ASST: George Monnat, C.P.M. TEL. NO: (512) 854-9700 FAX NO: (512) 854- 9185	DATE PREPARED: January 26, 2011
ISSUED TO: Tempset Controls, Inc. 1900 C.R. 180 Leander TX 78641 Attn: Larry Hartgrove	MODIFICATION NO.: 3	EXECUTED DATE OF ORIGINAL CONTRACT: March 9, 2010
ORIGINAL CONTRACT TERM DATES: <u>March 9, 2010 to ~ July 10, 2011</u>		CURRENT CONTRACT TERM DATES: <u>March 9, 2010 to ~ July 10, 2011</u>

FOR TRAVIS COUNTY INTERNAL USE ONLY:

Original Contract Amount: \$ 77,500.00 Current Modified Amount \$ 103,400.00

DESCRIPTION OF CHANGES: Except as provided herein, all terms, conditions, and provisions of the document referenced above as heretofore modified, remain unchanged and in full force and effect.

The above contract is hereby modified as follows per the attached Amendment:

- 1) Installation of necessary controls for the existing Carrier HVAC system at the Ray Martinez Building (Precinct 4) to interface with the Schneider IA system purchased under this contract.
- 2) The charge for materials and services is \$11,000.00.

As a result of this modification, the total cost of the contract will increase \$11,000.00.

Note to Vendor:

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

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

LEGAL BUSINESS NAME: <u>Tempset Controls, Inc.</u>	<ul style="list-style-type: none"> • DBA • CORPORATION • OTHER
BY: _____ SIGNATURE	DATE: _____
BY: _____ PRINT NAME	
TITLE: _____ ITS DULY AUTHORIZED AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	
TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	



P.O. BOX 699 • CEDAR PARK, TEXAS 78613 • (512) 259-5285 • FAX (512) 259-5391
SHIPPING ADDRESS: 1900 C.R. 180 • LEANDER, TEXAS 78641 • www.tempset.com

Proposal
TRAVIS COUNTY PRECINCT 4
1-10-2011

We propose to furnish and install a web solution for the Travis county bldg listed. Carrier will convert points provided by county to Bac net and Tempset will map these points over to enterprise server.

Equipment list; 4 RTUs, 55 VAVs

Tempset will provide and install new E.N.C. (front end) with Bac net driver, create graphics, map current points (exported to Bac net by Carrier) over to the enterprise server located at the county courthouse. Tempset will test system and provide (8) hours of onsite training on new system.

*The system shall **specifically exclude:***

- a) Taxes
- b) Bonds
- c) Fire alarm wiring
- d) Points converted by Carrier to Bac Net

*The installed system **shall include:***

- a) 1- Bac Net driver
- b) Engineered drawings and submittals
- c) System Data Matrix
- d) Training for new system 8 hours
- e) Start-up, Commissioning and Testing of system.

Total Tempset Price

\$11,000.00

Thank You
Larry Hartgrove

PURCHASE REQUISITION NBR: 0000522495

REQUISITION BY: AMY DRAPER 854-9040

STATUS: TECHNICAL APPROVAL

REASON: MOD PO #456868 - HVAC CONTROL PCT 4 ATTN: GEORGE M

DATE: 1/26/11

SHIP TO LOCATION: FACILITIES MANAGEMENT

SUGGESTED VENDOR: 18544 TEMPSET CONTROLS INC

DELIVER BY DATE: 6/30/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	HVAC INTERNET CONTROLS OF PRECINCT 4 HVAC SYSTEM TO THE ENTERPRISE SERVER PER PROPOSAL 1/10/11 POC: AJ JALIFI 854-4788 COMMODITY: COMP HARDWARE-MINI&MAINFR SUBCOMMOD: PROCESS CONTROL SYSTEMS	1.00	JOB	11000.0000	11000.00	
REQUISITION TOTAL:					11000.00	

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00114158218001	CAPITAL EQUIPMENT OFFICE EQUIP & FURNITURE	100.00	11000.00
				11000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

CONTRACT CM100144GM



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: Mike Long, Purchasing, 854-4850
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Contract Award for Relief Pharmacist Services to Linda Tusluk, R. Ph.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

This contract requires a Relief Pharmacist to provide pharmacy services in the absence of the Travis County Sheriff's Office Staff Pharmacist. This relief pharmacist will be available on an as needed basis.

This contract is for professional services and therefore exempt from competitive bidding and competitive proposal requirements in the County Purchasing Act, TEX. LOC. GOVT CODE ANN. SEC. 262.023.

With approval of this contract, subject to continued funding by the Commissioners Court, it shall automatically renew each October 1 for a term of one year.

Contract-Related Information:

Award Amount: As Needed
 Contract Type: Professional Service
 Contract Period: 2/8/11 - 9/30/11

• Funding Information:

Purchase Requisition in H.T.E.: N/A
 Funding Account(s): 001 3749 581 4014
 Comments:

• Statutory Verification of Funding:

Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	01/28/2011 4:08 PM
Purchasing	Cyd Grimes	Completed	01/29/2011 3:47 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/31/2011 10:16 AM

Purchasing Office Items

Meeting of February 8, 2011

County Judge's Office
Commissioners Court

Cheryl Aker
Cheryl Aker

Pending
Pending



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON
TRAVIS COUNTY SHERIFF

P.O. Box 1748
Austin, Texas 78767
(512) 854-9770
www.tcsheriff.org

DARREN LONG
Major - Corrections

PHYLISS CLAIR
Major - Law Enforcement

MARK SAWA
Major - Administration & Support

Date: October 12, 2010

MEMORANDUM

To: Mike Long , Purchasing Agent

From: Linda Hollis, TCSO Accountant Assoc 

Through: Maria Wedhorn, Financial Analyst 

Subj: Relief Pharmacist

The Travis County Sheriff's Office request assistance from the Purchasing Department, to secure relief Pharmacy Services from:

Linda Tesluk
8908 LaSiesta Ct
Austin, TX 78749
Phone: 512-892-5639
Email: lindatesluk@yahoo.com

The services will be funded from line item: 001-3749-581-4014

If you have any additional questions, please contact me at 854-5219.



Safety, Integrity, Tradition of Service

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

Linda Tusluk, R.Ph

FOR

Relief Pharmacist Services

CONTRACT NO. PS110031ML



Travis County Purchasing Office

TABLE OF CONTENTS

1.0 Definitions.....page 1
2.0 General Conditions.....page 2
3.0 Term.....page 2
4.0 Contractor’s Responsibilitiespage 2
5.0 Compensation, Billing and Paymentpage 3
6.0 Records, Confidentiality and Accesspage 5
7.0 Modifications/Amendmentspage 6
8.0 Miscellaneouspage 6
Approvals.....page 11

Attachments

Attachment A – Scope of Services..... page 12
Attachment B – Insurance Requirements page 13
Attachment C - Ethics Affidavit including: page 16
 Exhibit 1 - List of Key Contracting Persons.....page 17
 Exhibit 2 – Disclosure.....page 19

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

**PROFESSIONAL SERVICES AGREEMENT
FOR RELIEF PHARMACY SERVICES**

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and Linda Tesluk, R. Ph., (the "CONTRACTOR").

WHEREAS, COUNTY desires to obtain the services of a qualified Pharmacist to conduct pharmacy services in the absence of the COUNTY'S staff pharmacist;

WHEREAS, CONTRACTOR has the professional ability, expertise, experience and any necessary professional degrees, licenses, and certifications to provide the services;

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

1.0 DEFINITIONS

In this Agreement,

- 1.1 "Commissioners Court" means the Travis County Commissioners Court.
- 1.2 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.3 "County Auditor" means Travis County Auditor Susan Spataro or her successor.
- 1.4 "Parties" mean Travis County and Linda Tusluk.
- 1.5 "Director" means Director of Inmate Treatment Services.
- 1.6 "Is doing business" and "has done business" means:

1.6.1 paying or receiving in any calendar year any money or valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for the purchase of any property or property interest, either real or personal, either legal or equitable; or,

1.6.2 loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;

1.6.3 but does not include

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

1.6.3.2 any financial services product sold to a Key Contracting Person for personal, family or household purposes in accordance with pricing guidelines applicable to similarly

situated individuals with similar risks as determined by Contractor in the ordinary course of its business; and

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

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

1.8 "County" means Travis County, Texas, a political subdivision of the State of Texas.

2.0 GENERAL CONDITIONS: Contractor represents that it has thoroughly examined the minimum qualification and requirements and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding facilities and services required by the contract conditions.

3.0 TERM

3.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through September 30, 2011, unless sooner terminated as provided herein.

3.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement shall thereafter automatically renew on October 1 of each year for succeeding terms of one year unless sooner terminated by either party as provided herein.

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

4.0 CONTRACTOR'S RESPONSIBILITIES

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

4.1.1 The CONTRACTOR agrees to submit to a screening process and background investigation, which may include an interview, a criminal history check, and a warrant search;

4.1.2 Participate in an orientation to become familiar with the relevant features of the Facilities and the COUNTY'S Inmate Treatment Services Program;

4.1.3 Comply with all rules, regulations, policies and procedures of the Travis County Sheriff's Department Correctional Facilities including charting, patient documentation, protocol and other similar functions performed;

4.1.4 Report to the Director, and /or the Chief of Corrections, as required;

4.1.5 Cooperate and coordinate fully with the Director, the jail physicians and the COUNTY'S contract physicians, and the professional, administrative and counseling staff at the Facilities.

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

4.3 Subcontracting. Except as otherwise specifically provided herein, CONTRACTOR is prohibited from hiring or subcontracting with any other person to perform any of the CONTRACTOR'S obligations under this Agreement.

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

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

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

4.7 Insurance Requirements CONTRACTOR shall comply with the insurance requirements set out in Attachment B, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

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

4.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to services performed pursuant to this Agreement to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However DIRECTOR shall not serve as the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

4.10 CONTRACTOR expressly acknowledges that, in entering into this Agreement, COUNTY has relied on the representations of CONTRACTOR about who will be performing the services.

5.0 COMPENSATION, INVOICING, AND PAYMENT

5.1 Compensation. For and in consideration of the satisfactory performance of the services described herein, and CONTRACTOR'S compliance with the terms and conditions of this Agreement, COUNTY shall pay CONTRACTOR SIXTY-SIX DOLLARS (66.00) per hour for services rendered pursuant to this Agreement.

5.1.1 As needed basis

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

5.3 Timely Payment. The COUNTY shall pay CONTRACTOR within thirty (30) days after the receipt of a complete and correct invoice by the COUNTY Department. Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

5.4 Invoicing. CONTRACTOR shall invoice County on a monthly basis for services rendered pursuant to this Contract. Each invoice shall include the following information:

- 5.4.1 the contract Reference Number;
- 5.4.2 a full and detailed description of the services, activities and responsibilities performed by CONTRACTOR under this Agreement (to include date and hours of service);
- 5.4.3 the total amount being requested

Original invoices shall be sent to: Ms. Maria Wedhorn
3614 Bill Price Road
Del Valle, TX 78617

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

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

5.7 Delinquent Property Taxes. Notwithstanding anything to the contrary herein, if the CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, the CONTRACTOR hereby assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of said delinquent taxes.

5.8 Disbursements to Persons with Outstanding Debt

5.8.1 In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of CONTRACTOR to the State, the COUNTY or a salary fund, a warrant may not

be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until:

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

5.8.1.2 the debt is paid.

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

5.8.3 COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of debt for which notice is made under section 4.8.1.1 above, if the notice includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding debt.

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

5.10 Exemption from County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

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

6.0 RECORDS CONFIDENTIALITY AND ACCESS

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

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

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

documentation in a readily available state and location, reasonably accessible to COUNTY or their authorized representatives.

6.4 **Right to Contractual Material.** All work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR **will** become property of the COUNTY.

7.0 **AMENDMENTS / MODIFICATIONS**

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

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

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

8.0 **MISCELLANEOUS:**

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

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

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

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

8.5 Non-Waiver of Default

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

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

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

8.7 Entire Agreement

8.7.1 Entire Agreement. All written or oral agreements between the parties to this Agreement related to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement or in the policies and procedures approved by Commissioners Court for County. Any prior agreements, promises, negotiations, or representations not expressly set forth in this document are of no force and effect.

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

8.7.2.1 Attachment A – Scope of Services

- 8.7.2.2 Attachment B – Insurance Requirements
- 8.7.2.3 Attachment C – Ethics Affidavit including:
 - Exhibit 1 - List of Key Contracting Persons
 - Exhibit 2 – Disclosure

8.8 Notices:

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

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

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

With copies to (registered or certified mail with return receipt is not required):

Mike Summers
Director of Inmate Treatment Services
3614 Bill Price Road
Austin, Texas 78617

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

Linda Tusluk
8908 LaSiesta Ct.
Austin, TX 78749

8.9 Change of Address. Each party may change the address for notice to it by giving written notice of the change in compliance with Section 7.2. Any change in the address shall be reported within fifteen (15) days of the change.

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

8.11 Dispute Resolution. The Purchasing Agent will act as the County representative in disputes where the Contractor has been unable to successfully resolve such dispute with the Department. Any document, notice or correspondence in relation to the dispute at this stage not issued by or to the Purchasing Agent is void unless otherwise stated in this Contract. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor 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. The Purchasing Agent will provide Contractor with a written response to the dispute containing the final resolution by County. If the matter is not resolved to the Contractor's satisfaction in this final notice, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the final unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

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

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

8.14 Independent Contractor. The parties expressly acknowledge and agree that CONTRACTOR is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations and liabilities applicable to her as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

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

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

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

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

8.16 Binding Contract. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONTRACTOR may assign, sublet, or transfer his interest in or obligations under this Agreement without the written consent of the other party hereto.

8.17 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which

CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

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

8.19 Interpretational Guidelines

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

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

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

8.20 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$100,000. CONSULTANT certifies that at the time of submission of its Qualifications Statement, CONSULTANT was not on the federal government's list of suspended, ineligible or debarred contractors and that CONSULTANT has not been placed on this list between the time of its Statement submission and the time of execution of this Agreement. If CONSULTANT is placed on this list during the term of this Agreement, CONSULTANT shall notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.

8.21 Conflict of Interest Questionnaire:

If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file the Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, Texas 78751. The Contractor shall update this Questionnaire by September 1 of each year for the duration of this Contract, as required by Chapter 176 of the Local Government Code. In addition, if any statement on a submitted Questionnaire becomes incomplete or inaccurate, the Contractor shall submit an updated Questionnaire. The Contractor should note that the law requires the County to provide access to a filed Questionnaire on the official Travis County Internet website.

DUPLICATE ORIGINALS

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

Linda Tusluk, R.PH

Travis County

Linda M. Tesluk
By: Linda M. Tesluk
Name and Title (Printed) Pharmacist.

By: Samuel T. Biscoe
Travis County Judge

Date: _____

Date: _____

Approved as to Legal Form By:

Jim Connolly
Assistant County Attorney

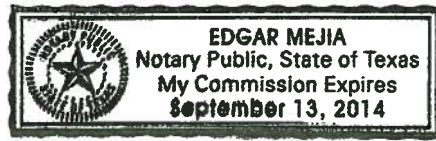
Funds Verified By:

County Auditor

Approved by Purchasing:

Cyd V. Grimes 1/29/11
Cyd Grimes, C.P.M., Purchasing Agent

Subscribed and sworn to before me this
19th day of January 2011
[Signature]
Notary Public in and for the
County of Travis, State of Texas



ATTACHMENT A
SCOPE OF SERVICES

1. Provide direct pharmacy services.
2. Distribute drugs prescribed by physicians and other health practitioners and provide information to patients about medications and their use.
3. Advise physicians and other health practitioners on the selection, dosages, interactions and side effects of medications.
4. Monitor the health and progress of patients in response to drug therapy to ensure safe and effective use of medications.
5. Supervise the overall functioning of pharmacy operations.
6. Monitor and oversee that services delivered are in compliance with statutory applicable laws, rules, and regulations.
7. Ensure that appropriate services, operational management policies and procedures and protocols are monitored for compliance.
8. Supervise assigned pharmacy staff.
9. Manage and coordinate resources to provide effective and efficient pharmacy services and delivery.
10. Coordinate with other health care members, department staff about pharmacy practice and pharmaceutical issues.
11. Coordinate activities to ensure an efficient pharmacy operation.
12. Manage pharmacy inventory and ensure pharmacy has adequate supply of medications and other pharmacy supplies.

ATTACHMENT B
INSURANCE REQUIREMENTS

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

I. General Requirements Applicable to All Contractors' Insurance.

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

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

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

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

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

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

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

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

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

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

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

II. Specific Requirements

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

A. Workers' Compensation and Employers' Liability Insurance

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

B. Commercial General Liability Insurance

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

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

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

C. Business Automobile Liability Insurance†

1. If any form of transportation for clients is provided, coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$300,000* per occurrence
2. Policy shall also include the following endorsements in favor of Travis County
 - a. Waiver of Subrogation (Form TE 2046A)
 - b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
 - c. Travis County named as additional insured (Form TE 9901B)

† **Alternative Insurance Requirement**

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

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

may be provided in lieu of Business Automobile Liability Insurance

D. Professional Liability/E & O Insurance

1. Coverage shall be provided with a minimum limit of \$1,000,000 per claim /\$3,000,000 aggregate to cover injury to a child while the child is in the care of Contractor or Subcontractor and to cover negligent acts, sexual harassment, errors, or omissions arising out of Professional Services under this Contract.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date this Contract is signed and/or effective, whichever comes first. Coverage shall include a three (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting dates.
3. Subcontractor(s) who are not covered under Contractor's professional liability insurance shall provide Contractor with current certificates of insurance annually on the renewal date of their insurance policy.

E. Blanket Crime Policy Insurance

1. If an advance against Contract Funds is requested or received in an amount greater than \$5,000, a Blanket Crime Policy shall be required with limits of the Contract Funds allocated in the Contract or the amount of scheduled advances.
2. If coverage is written on a claims made policy, the retroactive date shall be prior to the date services begin under this Contract or the effective date of this Contract, whichever comes first. Coverage shall include a three- (3) year extended reporting period from the date this Contract expires or is terminated. Certificate of Insurance shall clarify coverage is claims made and shall contain both the retroactive date of coverage and the extended reporting period date.

ATTACHMENT C
ETHICS AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

Date: 1/19/2011
Name of Affiant: Linda M. Tesluk
Title of Affiant: Pharmacist
Business Name of Proponent: Travis County Correction Complex
County of Proponent: Travis

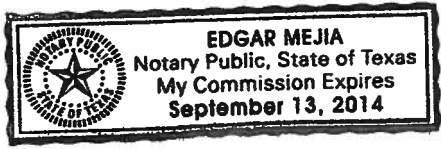
Affiant on oath swears that the following statements are true:

1. Affiant is authorized by Proponent to make this affidavit for Proponent.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. Proponent has received the list of key contracting persons associated with this solicitation which is attached to this affidavit as Exhibit "1".
5. Affiant has personally read Exhibit "1" to this Affidavit.
6. Affiant has no knowledge of any key contracting person on Exhibit "1" with whom Proponent is doing business or has done business during the 365 day period immediately before the date of this affidavit whose name is not disclosed in the solicitation.

Linda M. Tesluk
Signature of Affiant
8908 La Siesta Ct Austin, TX
Address 78749

SUBSCRIBED AND SWORN TO before me by Linda M. Tesluk on January 19th, 2011.

[Signature]
Notary Public, State of Texas



Typed or printed name of notary
My commission expires: September 13, 2014

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
October 11, 2010

CURRENT

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge.....	Samuel T. Biscoe	
County Judge (Spouse) ..	Donalyn Thompson-Biscoe	MHMR
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	Cheryl Aker*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Chris Fanuel	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse)	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
Special Assistant to Comm. Court	Christian Smith	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro	
Executive Manager, Administrative	Diane Blankenship*	
Executive Manager, Budget & Planning.....	Rodney Rhoades	
Exec Manager, Emergency Services.....	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Joseph Gieselman	
Executive Manager, Criminal Justice Planning	Roger Jefferies	
Director, Facilities Management... ..	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, Civil Division	Jim Collins	
Director, Land Use Division	Tom Nuckols*	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	
Attorney, Transactions Division	Tamara Armstrong	
Attorney, Transactions Division	Daniel Bradford	
Attorney, Transactions Division	Mary Etta Gerhardt	
Attorney, Transactions Division	Barbara Wilson	
Attorney, Transactions Division	Jim Connolly	
Attorney, Transactions Division	Tenley Aldredge	
Attorney, Transactions Division	Beth Devery*	
Attorney, Transactions Division	Vacant	
Sheriff	Greg Hamilton	
Director of Inmate Treatment Services	Mike Summers	

Sheriffs Office Finance ... Marie Wedhorn
 Purchasing Agent Cyd Grimes, C.P.M.
 Assistant Purchasing Agent Marvin Brice, CPPB
 Assistant Purchasing Agent Bonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IV Diana Gonzalez
 Purchasing Agent Assistant IV Lee Perry
 Purchasing Agent Assistant IV Jason Walker
 Purchasing Agent Assistant IV Richard Villareal
 Purchasing Agent Assistant IV Oralia Jones, CPPB
 Purchasing Agent Assistant IV Lori Clyde, CPPB
 Purchasing Agent Assistant IV Scott Wilson
 Purchasing Agent Assistant IV Jorge Talavera, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV John E. Pena, CTPM*
 Purchasing Agent Assistant III..... Vacant
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Elizabeth Corey, C.P.M.*
 Purchasing Agent Assistant III..... Rosalinda Garcia
 Purchasing Agent Assistant III..... Loren Breland
 Purchasing Agent Assistant II C.W. Bruner, CTP*
 Purchasing Agent Assistant III..... Nancy Barchus, CPPB
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis*

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual</u>	<u>Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Manager, Administrative	Alicia Perez.....		09/01/10
Purchasing Agent Assistant III	Rebecca Gardner		12/28/10
Executive Assistant	Kelly Darby		01/15/11
Purchasing Agent Assistant III	Vania Ramaekers, CPPB, CPPO		04/26/11
Attorney, Transactions Division	Sarah Churchill ...		04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack.....		05/31/11

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

EXHIBIT 2
DISCLOSURE

Contractor acknowledges that Contractor is doing business or has done business during the 365 day period immediately prior to the date on which this proposal is due with the following key contracting persons and warrants that these are the only such key contracting persons:

If no one is listed above, 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: 2/8/2011, 9:00 AM, Voting Session

Prepared By: Elizabeth Corey, Purchasing, 854-9853

Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve list of three finalists responding to Request for Services for Consulting Services Related to Redistricting, #S110035-EC, and authorize the Travis County Purchasing Agent to conduct interviews and begin negotiations.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Request for Services (RFS) #S110035-EC, for Consulting Services Related to Redistricting, was issued on December 1, 2010. Travis County received six qualified responses, which were opened on January 7, 2011.

An evaluation team reviewed and scored the responses. The voting members are representatives from Intergovernmental Affairs, the Tax Assessor/Collector's office, and the County Clerk's office. Advising them (non-voting) were representatives from Legal, Purchasing and ITS, and additional staff from the County Clerk's office.

The evaluation team scored the proposals using the following criteria, which was provided in the RFS:

1. Proposed deliverables, methodology, schedule and timelines - 35 points
2. Competitiveness of cost proposal - 25 points
3. Credentials and experience of the team or staff to be assigned to this project - 25 points
4. Proposer's experience with performing similar types of work with a scope similar to the requirements of this RFS - 15 points

The highest possible score was 100 points. The six firms scored as follows:

1. Bickerstaff Heath Delgado Acosta LLP - 93.7
2. Training & Assessment Professionals - 80.3
3. Rolando L. Rios & Associates PLLC - 77.7
4. Federal Compliance Consulting LLC - 76.0
5. Richards, Rodriguez & Skeith LLP - 64.7

6. Knight & Partners - 64.0

The evaluation team would like to interview the firms ranked 1, 2, and 3 above, and begin negotiations with them. Following those discussions, the team will select a firm with which they propose the County should enter a contract for redistricting services.

Solicitation-Related Information:

Solicitations Sent: The RFS was posted on BidSync

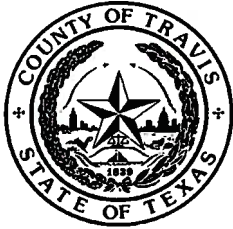
Responses Received: 6

HUB Information: Two of the three short-listed firms are HUBs

% HUB Subcontractor:

REQUIRED AUTHORIZATIONS:


Purchasing	Marvin Brice	Completed	01/28/2011 3:20 PM
Purchasing	Cyd Grimes	Completed	01/29/2011 3:44 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/31/2011 10:17 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



MEMO

- For Your Information
- Action Required

TO: Cyd Grimes, Travis County Purchasing Agent

FROM: Deece Eckstein, Coordinator, IGR 

DATE: Thursday, January 27, 2011

RE: **Agenda Item for Tuesday, February 8, 2011, re Request to Negotiate with Firms on Redistricting Consulting Services**

As you know, this year the County will go through the decennial redistricting process, to include:

- ★ redrawing lines for the four Commissioners Court precincts;
- ★ redrawing lines for the five Justice of the Peace and Constable precincts; and
- ★ redrawing lines for some 200+ election precincts throughout the County.

On September 14, 2010, the Commissioners Court approved a process and timetable for the 2011 round of redistricting and directed the preparation of a Request for Services (RFS) for consulting services related to redistricting. The Court approved the issuance of the RFS at its November 9, 2010, meeting. Proposals were due by Friday, January 7, 2011.

The Purchasing Office received six qualified proposals from the following firms:

- Bickerstaff Heath Delgado Acosta LLP
- Federal Compliance Consulting LLC
- Knight & Partners
- Richards, Rodriguez & Skeith LLP
- Rolando L. Rios & Associates PLLC

- Training & Assessment Professionals

An evaluation team reviewed the proposals using the following criteria:

- Proposed deliverables, methodology, schedule and timelines;
- Competitiveness of cost proposal;
- Credentials and experience of the team or staff to be assigned to this project;
- Proposer's experience with performing similar types of work with a scope similar to the requirements of this RFS

These criteria were published in the RFS and bidders were asked to address these criteria. Based on our review, we recommend that three firms be invited for an interview and to initiate negotiations:

- Bickerstaff Heath Delgado Acosta LLP
- Rolando L. Rios & Associates PLLC
- Training & Assessment Professionals

Highlights of the three highest-ranked proposals:

Bickerstaff Heath Delgado Acosta LLP

- Sophisticated understanding of the mechanics of redistricting
- Comprehensive process defined and explained, including public outreach effort
- Very competitive on cost
- Skilled team with legal, map-drawing, and community outreach experience assigned to the project
- Redistricting work for local governmental entities is a core business of this proposer

Rolando L. Rios & Associates PLLC

- Clear proposal with well-defined timeline and milestones
- Well-designed community outreach component
- Very competitive on cost
- Small team led by principal, assigned to service the project

- Extensive experience with redistricting litigation, including litigation in Texas

Training & Assessment Professionals

- Thorough description of services to be performed, including mapping
- Extensive outreach proposal, including as many as eight public hearings
- Large team with significant GIS and governmental consulting experience
- Experience working with Travis County and Central Texas redistricting issues in the past

Please contact me if you have any questions.



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: Loren Breland, Purchasing, 854-4854
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Contract Award for Automotive Storage Batteries, IFB No. B110071-LD, to the Qualified Low Bidder, Interstate All Battery Center.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

This contract will provide automotive storage batteries for TNR.

On December 16, 2010, IFB #B110071-LD, was issued to 21 vendors. Four bids were received on January 10, 2011. TNR has reviewed the bids and recommends award to the lowest responsive bidder, Interstate All Battery Center. The bid received from CarQuest Corporation was determined non-responsive. CarQuest qualified their bid by altering the County's Term and Conditions in the bid document. Carquest was notified and given the opportunity to retract their changes but were not agreeable to that.

Contract Expenditures: Within the last 12 months \$27,758.00 has been spent against this requirement.

Contract-Related Information:

Award Amount: Estimated Amount

Contract Type: Term

Contract Period: February 15, 2011 through February 14, 2012

Special Contract Considerations:

Award has been protested; interested parties have been notified.

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

Comments:

- **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4952-621-3021, 099-4951-621-3021

Comments: Department enters requisitions on an as needed basis.

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified ___ by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	01/31/2011 11:17 AM
Purchasing	Cyd Grimes	Completed	01/31/2011 1:29 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/31/2011 1:32 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Optima Red Top Battery

B110071-LD-1-26 Texas User Fee					
Supplier	Unit Price	Qty/Unit	Total Price	Attch.	Docs
CARQUEST Corporation	First Offer - \$0.00	1 / each	\$0.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		
OReilly Auto Parts	First Offer - \$3.00	1 / each	\$3.00		Y
Agency Product Code: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

CARQUEST Corporation		\$41,470.61 (26/26 items)
Bid Contact	Louise Veasman louise.veasman@carquest.com Ph 720-963-3000	Address 12596 West Bayaud Avenue Lakewood, CO 80228
Agency Notes:	Supplier Notes:	
OReilly Auto Parts		\$46,221.36 (26/26 items)
Bid Contact	Jeff Daniels installerbids@oreillyauto.com Ph 417-862-2674 Fax 800-925-0899	Address 233 S. Patterson Springfield, MO 65802
Agency Notes:	Supplier Notes:	
BatteryJack [Ad]		\$75,322.39 (21/26 items)
Bid Contact	Jon Formella shannon@batteryjack.com Ph 815-467-6464	Address 772 Twin Rail Dr Minooka, IL 60447
Qualifications	SB	
Agency Notes:	Supplier Notes:	
Interstate All Battery Center		\$42,920.48 (25/26 items)
Bid Contact	Brett Fisher brett.fisher@ibsa.com Ph 877-879-0251 Fax 877-299-6992	Address 5308 Burelson Rd Austin, TX 78744
Bid Notes	Delivery is always free, no minimum orders	
Agency Notes:	Supplier Notes: Delivery is always free, no minimum orders	

**



TRANSPORTATION AND NATURAL RESOURCES
JOSEPH P. GIESELMAN, EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building, 11th Floor
P. O. Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4697

January 26, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Charles B. Gieselman
FROM: Joseph P. Gieselman, Executive Manager

SUBJECT: Award of Solicitation B110071-LD, Automotive Storage Batteries

TNR has reviewed the above referenced bids and recommends award to Interstate All Battery Center, the next overall low responsive bidder. The lowest bidder is considered non responsive due to changes made to the bid document.

The commodity code for Auto and Truck Maintenance Items is 060 and the sub-commodity for Batteries is 012. The budget lines are 001-4952-621-3021 and 099-4951-621-3021.

If you need additional information, please contact Christina Jensen at 854-7670.

[Signature]
CJ:JPG:cj
Contract File

GM200I13

TRAVIS COUNTY

1/31/11
10:39:10

Fiscal Year 2011

Account Balance Inquiry

Account number : 1-4952-621.30-21
 Fund : 001 GENERAL FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 52 FLEET SERVICES
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 30 OPERATG SUPPLIES,RP&E,NC
 Object : 21 AUTO REPAIR & EQUIP SUPP

Original budget :	410,727	
Revised budget :	424,363	01/27/2011
Actual expenditures - current . . . :	16,535.28	
Actual expenditures - ytd :	67,300.54	
Unposted expenditures :	.00	
Encumbered amount :	83,900.87	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	167,736.69	39.5%
Unencumbered balance :	256,626.31	60.5

F5=Encumbrances F7=Project data F8=Misc inquiry
 F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys

GM200I13

TRAVIS COUNTY

1/31/11

Fiscal Year 2011

Account Balance Inquiry

10:41:46

Account number : 99-4951-621.30-21
 Fund : 099 ROAD & BRIDGE FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 51 VEHICLE/EQUIP/BLDG. MAINT
 Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
 Sub activity : 1 TNR (TRANS & NATRL RESRC)
 Element : 30 OPERATG SUPPLIES,RP&E,NC
 Object : 21 AUTO REPAIR & EQUIP SUPP

Original budget :	187,674	
Revised budget :	199,718	01/27/2011
Actual expenditures - current . . . :	14,993.59	
Actual expenditures - ytd :	43,061.01	
Unposted expenditures :	.00	
Encumbered amount :	65,067.28	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	1,599.64	
Total expenditures & encumbrances:	124,721.52	62.4%
Unencumbered balance :	74,996.48	37.6

F5=Encumbrances F7=Project data F8=Misc inquiry
 F10=Detail trans F11=Acct activity list F12=Cancel F24=More keys



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: Elizabeth Corey, Purchasing, 854-9853
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 8 to Interlocal Agreement IL070171RE, Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care, for mental health services.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

Through this interlocal agreement, Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care (ATCIC) serves as the lead in assessment, planning, and evaluation functions relative to mental health, mental retardation, and substance abuse services. ATCIC is also responsible for the provision of certain mental health and mental retardation services, either as direct provider, or through subcontracts with other providers.

This Modification No. 8 adds \$25,000 to the agreement to help fund the Executive Coordinator Position for the Mental Health Task Force, formerly known as the Mayor's Mental Health Task Force Monitoring Committee. Modification No. 7 reflected the change of the agency's name to Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care.

Modification No. 6 renewed the agreement for an additional twelve-month period, from January 1, 2011 through December 31, 2011. Contract funds are not to exceed \$1,411,054 for this renewal period.

Modification No. 5 increased the agreement amount from \$1,411,054 to \$1,436,054, an increase of \$25,000, to help fund the Mayor's Mental Health Task Force Monitoring Committee.

Modification No. 4 renewed the agreement for an additional twelve-month period, from January 1, 2010 through December 31, 2010. Contract funds were not to exceed \$1,411,054.

Modification No. 3 renewed the agreement for an additional twelve-month period, from January 1, 2009 through December 31, 2009. Contract funds

were not to exceed \$1,411,054.

Modification No. 2 renewed the agreement for an additional twelve-month period, from January 1, 2008 through December 31, 2008. Contract funds were not to exceed \$1,411,054.

Modification No. 1 added \$400,000 to fund the Mobile Crisis Outreach Team during the FY'07 budget, and increased the contract amount from \$1,011,054 to \$1,411,054.

Contract Expenditures: Within the last twelve months, \$1,195,878.33 has been spent against this contract.

Contract-Related Information:

Award Amount: \$1,011,054

Contract Type: Interlocal Agreement

Contract Period: January 1, 2007 - December 31, 2007

Contract Modification Information:

Modification Amount: \$1,436,054

Modification Type: Bilateral

Modification Period: January 1, 2011 - December 31, 2011

Solicitation-Related Information: Not applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Special Contract Considerations: Not applicable

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

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

___ Comments:

- **Funding Information:**

Purchase Requisition in H.T.E.: 519678

Funding Account(s): 00158916116291

Comments:

- **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified ___ Not Verified X by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	01/31/2011 2:04 PM
Purchasing	Cyd Grimes	Completed	01/31/2011 2:19 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	01/31/2011 2:27 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	




**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

**Sherri E. Fleming
Executive Manager
(512) 854-4100
Fax (512) 854-4115**

DATE: January 11, 2011

TO: Members of the Commissioners Court

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

SUBJECT: Austin Travis County Integral Care interlocal agreement amendment

Proposed Motion:

Consider and take appropriate action to approve an amendment adding \$25,000 to the interlocal agreement with Austin Travis County Integral Care to help fund the Mental Health Task Force (formerly known as the Mayor's Mental Health Task Force Monitoring Committee).

Summary and Staff Recommendations:

This money will help fund the Executive Coordinator position for the Mental Health Task Force (MHTF). During 2011, the MHTF will continue to focus its attention on implementing and monitoring strategies to positively impact four of the 39 criteria it has identified as being needed for a mentally healthy community. These four criteria are 1) the number of people incarcerated by the Texas Department of Criminal Justice who have severe mental illness, 2) the number of people readmitted to psychiatric hospitals within 30 days of a previous discharge, 3) the number of people reporting during the intake interview for mental health services that they are in need of housing assistance, and 4) the number of people with mental health issues who show up at area emergency rooms for substance dependence treatment. A fifth criterion was added to the project

during 2010, which is to create strategies, that will be developed, implemented and monitored, to positively impact the number of disciplinary removals in the Austin Independent School District.

Five separate steering committees will oversee the development and implementation of strategies to impact each of the five criteria. The MHTF Executive Coordinator will be the primary liaison between these committees and the MHTF. The Executive Coordinator will make regular presentations on the progress of these committees to the MHTF. Copies of the minutes from the MHTF meetings will be provided to Travis County. An interim report will be provided in January 2011 with the final report due in January 2012.

Supporting agencies and partners include Austin Travis County Integral Care, the Bazelon Center for Mental Health Law, the City of Austin, the Hogg Foundation for Mental Health, St. David's Community Healthcare Foundation and Travis County.

TCHHSVS staff recommends approving this amendment.

Budgetary and Fiscal Impact:

The original amount of the 2011 interlocal agreement was \$1,411,054. This amendment increases that amount to \$1,436,054. This agreement follows the calendar year.

Issues and Opportunities:

The MHTF is a broad-based collaborative for which Austin Travis County Integral Care serves as the administrative host agency. The MHTF has a diverse membership with a wide variety of expertise across the following areas:

- Schools and Youth
- Criminal Justice
- Housing Access
- Community Awareness and Faith-Based Activities.

Background:

The MHTF is charged with taking a lead role in monitoring and facilitating the implementation of strategies to impact each of the five criteria and coordinating the assistance of existing groups and organizations in that effort.

Cc: Andrea Colunga, Director, Office of Children's Services, TCHHSVS
Susan A. Spataro, CPA, CMA, Travis County Auditor
Jose Palacios, Chief Assistant County Auditor
Mike Crawford, Senior Financial Analyst, Travis County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Rodney Rhoades, Executive Manager, Planning and Budget Office
Diana Ramirez, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Elizabeth Corey, Assistant Purchasing Agent, Travis County Purchasing Office

MODIFICATION OF CONTRACT NO. IL070171RE – Mental Health

Page 1 of 7 Pages

ISSUED BY: Travis County Purchasing Office 314 West 11th Street, Room 400 Austin, Texas 78701	PURCHASING AGENT ASST: Elizabeth Corey TELEPHONE: 512-854-9853 FAX: 512-854-9185	DATE PREPARED: January 14, 2011
ISSUED TO: Austin Travis County Mental Health Mental Retardation Center, d/b/a Austin Travis County Integral Care	MODIFICATION NO.: 8	EXECUTED DATE OF ORIGINAL CONTRACT: January 1, 2007
ORIGINAL CONTRACT TERM DATES: <u>January 1, 2007 - December 31, 2007</u> CURRENT CONTRACT TERM DATES: <u>January 1, 2010 - December 31, 2010</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$1,011,054Current Modified Amount \$1,436,054

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, as well as those more completely set forth in the attachment:

- 1) Funding for this agreement is increased by \$25,000, to \$1,436,054, to help fund the Mental Health Task Force.

The Contract is amended according to the terms of the attachment to this Modification, all of which is hereby made a part of the Contract and constitutes promised performances by the Contractor in accordance with all terms of the Contract, as amended.

Contractor: Complete your portion of the signature block below on all originals and return all signed originals to Travis County. A fully-executed original will be returned to you for your records.

LEGAL BUSINESS NAME: _____ BY: _____ SIGNATURE _____ PRINT NAME TITLE: _____ ITS DULY AUTHORIZED AGENT	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT	DATE: _____
TRAVIS COUNTY, TEXAS BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____

**AMENDMENT OF
INTERLOCAL COOPERATION AGREEMENT BETWEEN
TRAVIS COUNTY AND
AUSTIN TRAVIS COUNTY MENTAL HEALTH MENTAL RETARDATION CENTER FOR
GENERAL MENTAL HEALTH, MENTAL RETARDATION SERVICES
(2011 Renewal Term)**

This Amendment ("Amendment") of the Interlocal Cooperation Agreement, the initial term of which was effective January 1, 2007, and terminated December 31, 2007 ("Interlocal"), is entered into by the following parties: Travis County, a political subdivision of the State of Texas ("County"), and Austin-Travis County Mental Health and Mental and Retardation Center, d.b.a. "Austin Travis County Integral Care," f.d.b.a. Austin Travis County Mental Health Mental Retardation Center ("Center"), a community center formed under and governed by Chapter 534 of the Texas Health and Safety Code, and designated by the State of Texas as the mental health and mental retardation authority for Travis County and the incorporated municipalities of Travis County pursuant to Texas Health and Safety Code, Chapters 531 and 534, and other applicable statutes.

RECITALS

WHEREAS, County and Center (collectively referred to as the "Parties,") entered into the Interlocal to provide mental health, mental retardation, and substance abuse services for indigents and other qualified recipients, with the Initial Term beginning January 1, 2007, and ending December 31, 2007 ("Initial Term").

WHEREAS, the Interlocal provides for renewal and changes to its terms when set forth in writing and signed by both Parties.

WHEREAS, pursuant to the terms of the Interlocal, the Parties have agreed to extend the Interlocal through December 31, 2011.

WHEREAS, County and Center now desire to amend the Interlocal to reflect mutually agreed upon changes in the terms.

NOW, THEREFORE, in consideration of the mutual benefits received by these changes, and other good and adequate consideration as specified, the parties agree to amend the Interlocal as follows:

1.0 AGREEMENT TERM

1.1 **2011 Renewal Term.** The Parties agree that this Amendment pertains to the 2011 Renewal Term beginning January 1, 2011, and continuing through December 31, 2011 ("2011 Renewal Term").

2.0 AGREEMENT ATTACHMENTS

2.1 **Attachments.** The Parties agree to amend Section 4.2, "Attachments," Subsection A-11, "2011 Renewal Term Work Statement and Performance Measures, and Subsection C-11, "Amended 2011 Renewal Term Program Budget," by adding the "Amended 2011 Renewal Term Work Statement and Performance Measures" and "Amended 2011 Renewal Term Program Budget" attached to this Amendment as Exhibit 1 and made a part of the Interlocal, as amended, constituting performance by Center in accordance with the terms of the Interlocal, as amended.

All other attachments not amended under this Section 2.0 shall remain in full force and effect.

3.0 AGREEMENT FUNDS

3.1 **Maximum Funds.** The Parties agree that the Maximum Amount of funds to be provided by County for the 2011 Renewal Term is amended to be an amount not to exceed the following:

\$1,436,054.00

3.2 **Fiscal Year Limitation.** The Parties agree that the amounts under Section 13.1.2(a) pertaining to the 2011 Renewal Term shall be amended to be as follows:

- | | | |
|------|--------------------------------------|------------------------------|
| (i) | January 1, 2011 - September 30, 2011 | <u>\$1,083,291.00</u> |
| (ii) | October 1, 2011 - December 31, 2011 | <u>\$ 352,763.00</u> |

All other provisions of Section 13.1.2(a) shall remain in full force and effect.

3.3 **Additional Funding.** The Parties agree that the \$25,000.00 added by this Amendment is funding from Fiscal Year 2011 funds.

4.0 INCORPORATION

4.1 County and Center hereby incorporate the Interlocal, as amended, into this Amendment. Except for the changes made in this Amendment, County and Center hereby ratify all the terms and conditions of the Interlocal as amended. The Interlocal, as amended, with the changes made in this Amendment constitutes the entire agreement between the Parties with respect to the subject matter described therein, and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

5.0 EFFECTIVE DATE

5.1 This Amendment is effective January 1, 2011, when it is approved and signed by both Parties. This Interlocal, as amended, shall remain in effect until further modified or terminated in writing by the Parties, or until the termination date.

EXHIBIT 1

ATTACHMENT A-11

**AMENDED 2011 RENEWAL TERM WORK STATEMENT AND
PERFORMANCE MEASURES**

Mental Health Task Force

Background: The Mayor's Mental Health Task Force was created by Austin Mayor Will Wynn in 2004. Creation of this task force was the culmination of several years of community concern over the challenges facing Austin and Travis County residents with severe mental illnesses. More than eighty individuals representing over forty organizations worked together for months to develop a report that documented strengths and gaps in mental health services in the community and made recommendations for future action.

Thirty-nine criteria for a mentally healthy community were identified in that report, covering such areas as infrastructure, marketing, policies and plans, programs, training and education. The first report was published in January 2005, and it recommended the formation of a monitoring committee to "take a lead role in monitoring and facilitating the implementation of task force recommendations and coordinating the assistance of existing groups and organizations in that effort."

The Mayor's Mental Health Task Force Monitoring Committee, now known as the Mental Health Task Force (MHTF), is a broad-based collaborative for which Austin Travis County Integral Care has agreed to serve as the administrative host agency. The MHTF has a diverse membership with a wide variety of expertise across the following areas:

- Schools and Youth
- Criminal Justice
- Housing/Access
- Community Awareness and Faith Based Activities

Supporting agencies and partners include Austin Travis County Integral Care, the Bazelon Center for Mental Health Law, the City of Austin, the Hogg Foundation for Mental Health, St. David's Community Healthcare Foundation and Travis County.

The MHTF meets the last Friday of each month.

Deliverables: During 2011, the MHTF will continue to focus its attention on implementing and monitoring strategies to positively impact four of the 39 criteria it has identified as being needed for a mentally healthy community. These four criteria are 1) the number of people incarcerated by the Texas Department of Criminal Justice who have severe mental illness, 2) the number of people readmitted to psychiatric hospitals within 30 days of a previous discharge, 3) the number of people reporting during the intake interview for mental health services that they are in need of housing assistance, and 4) the number of people with mental health issues who show up at area emergency rooms for substance dependence treatment. A fifth criterion was added to the project during 2010, which is to create strategies that will be developed, implemented and monitored to positively impact the number of disciplinary removals in the Austin Independent School District.

IL070171RE

Five separate steering committees will oversee the development and implementation of strategies to impact each of the five criteria. The MHTF executive coordinator ("Executive Coordinator") will be the primary liaison between these committees and the MHTF. The Executive Coordinator will make regular presentations on the progress of these committees to the MHTF. Copies of the minutes from the MHTF meetings will be provided to Travis County. An interim report will be provided in January 2011 with the final report due in January 2012.

Payment: Travis County's contribution will be used to help pay the Executive Coordinator's salary. The County's contribution will be paid in monthly installments of \$2,083.33.

EXHIBIT 1

ATTACHMENT C-11
AMENDED 2011 RENEWAL TERM PROGRAM BUDGET

**2011 Budget ATCIC Main Interlocal
PROGRAM BUDGET DETAIL**

Agency: Austin Travis County Integral Care

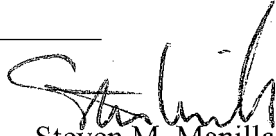
	Requested CITY OF AUSTIN Amount	Requested TRAVIS COUNTY Amount	Balance Amounts Funded by All OTHER Sources	TOTAL Budget (ALL funding sources)
PERSONNEL				
Salaries (insert total from attached worksheet)		\$25,000.00	\$0.00	\$25,000.00
FICA: rate x salaries				0.00
Retirement				0.00
Insurance: cost/month X FTE's				0.00
Worker's Compensation: rate x salaries				0.00
Unemployment: rate x salaries				0.00
Other Benefits (specify)				0.00
				0.00
				0.00
A. TOTAL PERSONNEL	\$0.00	\$25,000.00	\$0.00	\$25,000.00
OPERATING EXPENSES				
Equipment Rental				0.00
Occupancy Expenses (including rent, utilities, building maintenance, etc.)				0.00
Postage				0.00
Telephone				0.00
Staff Travel				0.00
Printing/Duplication				0.00
Office Supplies and Related Costs (in support of agency operations)				0.00
Audit/Accounting				0.00
Consultants/Contractual (complete Subcontracted Expenses form)				0.00
Subscriptions/Memberships				0.00
Conferences/Seminars				0.00
Insurance/Bonding				0.00
Other (specify)				0.00
				0.00
				0.00
B. TOTAL OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00
DIRECT ASSISTANCE				
Drugs/Medicine				0.00
Food/Beverage				0.00
Other:				0.00
ATCIC Services		1,411,054.00		1,411,054.00
				0.00
				0.00
				0.00
C. TOTAL DIRECT ASSISTANCE	\$0.00	\$1,411,054.00	\$0.00	\$1,411,054.00
EQUIPMENT/CAPITAL OUTLAY				
(Specify)				0.00
				0.00
				0.00
D. TOTAL EQUIPMENT/CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (A + B + C + D)		\$1,436,054.00	\$0.00	\$1,436,054.00

Note: Grand Total does not include program income

TRAVIS COUNTY COMMISSIONERS COURT AGENDA REQUEST

Voting Session: 2/8/11

Work Session: _____

I. A. Request made by:  Steven M. Manilla, P.E. Phone #: 854-9383
Executive Manager

B. Requested Text:

Consider and take appropriate action on a License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park in Precinct Three.

C. Approved by: _____
Commissioner Karen Huber, Precinct Three

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight copies of agenda request and backup).

B. Please list all the agencies or officials' names and telephone numbers that might be affected or involved with the request. Send a copy of this Agenda Request and backup to them:

Will Ross, Team Hotel San Jose, L.L.C.	554-5103
Tenley Aldredge, CA	854-9383
Charles Bergh, TNR Parks	854-9437
Dan Chapman, TNR Parks	854-7275
Keith Rawlings, TNR Parks	264-3951
Dan Perry, TNR Parks	263-9114

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854-9106)

- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any item budget
- Grant

Human Resources Department (854-9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854-9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854-9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with backup memorandum and exhibits should be submitted to the County Judge's Office no later than 5:00 PM on Monday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.



TRANSPORTATION AND NATURAL RESOURCES

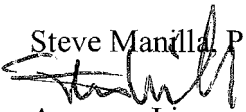
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-9436

January 12, 2011

MEMORANDUM

TO: Members of the Commissioners Court

FROM:  Steve Manilla, P.E., Executive Manager

SUBJECT: Approve License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Proposed Motion:

Consider and take appropriate action on a License Agreement with Team Hotel San Jose, LLC for a bike race at Pace Bend Park.

Summary and Staff Recommendation:

Team Hotel San Jose, LLC is requesting the use of Pace Bend Park on February 20, 2011, to host a bike race (Pace Bend Road Race). The Team Hotel San Jose, LLC is not requesting exclusive use of the park, therefore, no special use fees will be charged. However, all event participants, vendors, sponsors and volunteers will pay the regular per vehicle daily park entrance fees. The Licensee will establish a fixed staging and finish area. They will also be responsible for setup and dismantling of any tents or other structures associated with the races. All participants will park in areas that have been designated and pre-approved in the Lower Colorado River Authority's (LCRA) Camp Chautauqua and associated rights-of-way within Pace Bend Park. The races are to be confined to the paved roadways inside Pace Bend Park. The race has been sanctioned by the Texas Bike Racing Association (TXBRA) and USA Cycling. The Licensee has added Travis County as an Additional Insured for this race. The Licensee will employ off-duty Park Rangers, and emergency medical staff to provide security, early hours fee collection, respond to emergency medical calls, and to resolve any conflicts with regular park users. Staff recommends approval of this license agreement.

Budgetary and Fiscal Impact:

All vehicles being brought into the park for purposes associated with the event will be charged regular park entrance fees (daily and per vehicle fees). In addition, Team Hotel San Jose, LLC will prepay the County \$800.00, prior to the event, to cover costs associated with pre-event preparations.

Issues and Opportunities:

The races are scheduled to start at 8:00 AM and will conclude no later than 5:00 PM on Sunday, February 20, 2011. This time frame will not significantly impact regular daily park visitation or visitor activities. The organizers have scheduled volunteers to be stationed at all pavement intersections in order to safely control vehicular traffic on the pavement during the race.

Background:

Pace Bend Park has long been a desired location for many types of competitive events. These events have ranged from orienteering to bike races and triathlons and fishing tournaments; due to the size and diversity of the park, as well its location on Lake Travis. The paved loop road is attractive to bicycle race organizers due to its length, rolling topography, and ease of access. The broad open areas of the park easily accommodate for the parking of a large numbers of vehicles.

The Pure Austin Pace Bend Road Race is an annual event that lasts all day and has multiple races occurring throughout the day. The races are comprised of multiple circuits around the park's main road. Races vary in distance and duration, and are categorized by gender, skill level, and age group. This event, held at Pace Bend Park since 2001, is typically the largest bicycle road race in Texas and often attracts national attention.

Last year this race had approximately 600 racers and 200 spectators. Again, race organizers anticipate that approximately 600-800 participants will take part in this year's event. The participants will compete in a race circuit held on the paved park road loop.

Required Authorizations:

None

Exhibits:

License Agreement

Certificate of Liability Insurance

SMM:dp

xc: Will Ross, San Jose Racing, L.L.C.
Tenley Aldredge, CA
Charles Bergh, TNR Parks
Dan Chapman, TNR Parks
Dan Perry, TNR Parks
Keith Rawlings, TNR Parks

LICENSE AGREEMENT

ORIGINAL

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 Team Hotel San Jose, LLC ("Licensee"), a Texas organization.

WITNESSETH

THAT WHEREAS, Licensee desires to use certain property located in that park known as Travis County Pace Bend Park (the "County Park") for the purpose of holding Licensee's "Pure Austin Pace Bend Road Race" (the "Event"), and County desires to allow Licensee use of the County Park for such purpose; and

WHEREAS, Licensee fully understands the fragile nature of the habitat of the County Park and intends to fully cooperate and take whatever steps are necessary to minimize all impacts upon the various habitats during Licensee's use of the County Park and to restore the County Park to its original condition after Licensee has completed the Event.

NOW, THEREFORE, County and Licensee, in consideration of the mutual promises herein expressed and the compensation herein agreed to be paid, covenant and agree to and with each other as follows:

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee, its employees, agents, independent producers, contractors, and suppliers, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park picnic areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or

hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License, and the right to permit third-party vendors (event sponsors) to display and sell products, merchandise and novelties, including food and non-alcoholic beverages items, in designated (pre-approved) areas.

1.3 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of signage and traffic markers/safety cones along the race course and at entrances to the County Park campground, parking areas and boat dock, using materials pre-approved by County Park Rangers and staff; (b) pre-Event setup and staging activities; (c) posting of public notices at the County Park entrance at least one week prior to Event commencement for the purpose of informing parkgoers of the Event; and (d) placement of a sufficient number of portable restrooms so as to satisfy the restroom needs of anticipated Event participants, spectators and sponsors. Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy.

1.4 Licensee acknowledges and agrees that Licensee shall be solely responsible at all times for the actions and the safety of those persons utilizing the County Park under this Agreement, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss or damage.

1.5 Licensee agrees to use only designated parking areas, as determined by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division") representative, to transport and park all vehicles and equipment brought into or onto the County Park by Licensee and its employees, agents, independent contractors and suppliers. At no time will Licensee be permitted to bring onto or into the County Park a number of vehicles that exceeds the capacity of the County Park parking lot, as determined by the Parks Division staff in its sole discretion.

1.6 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors on those roadways or walkways that are not being used for purposes of the Event.

II. TERM OF LICENSE

2.1 The License is granted for one day: Sunday, February 20, 2011, commencing at approximately 6:00 a.m. and terminating at approximately 5:00 p.m. (the "License Term"). Licensee acknowledges and agrees that such dates and times are subject to postponement and/or rescheduling due to any cause or reason beyond the control of Licensee or as determined to be necessary by County.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own expense, all utilities such as electricity, water, garbage removal and wastewater during Licensee's use of the County Park. In addition, no later than ten (10) days following execution of this Agreement, Licensee shall pay to County the sum of EIGHT HUNDRED AND NO/100 (\$800.00) as reimbursement to County for Event preparation costs incurred by County. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities, will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security and emergency medical personnel through employment of Travis County Park Rangers and EMS System cleared medics as reasonably necessary (to be solely determined by the Division of Parks) to ensure the safety and integrity of the persons and property brought onto the County Park for the purposes authorized under this Agreement. In addition, Licensee shall pay all costs incurred by County in connection with County staff performing mowing of the "Camp Chatauqua" property to be used as a staging area for Event activities.

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

IV. PERMITS

4.1 Licensee shall be solely responsible for the costs and the securing of any permits required by the City of Austin, the Lower Colorado River Authority, or other governmental entities.

V. CONTROL OF TRAVIS COUNTY

5.1 Licensee and its agents shall at all times obey the direction and commands of the Executive Manager of the Travis County Transportation and

Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

5.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Keith Rawlings, Park Supervisor, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

5.3 Licensee and its agents shall at all times follow the Travis County Parks Rules, which TNR staff shall provide to Licensee prior to commencement of the activities licensed hereunder.

5.4 Licensee and its agents acknowledge and agree that disorderly conduct or assault, as defined by the Texas Penal Code, will not be tolerated. Such actions include, but are not limited to, abusive, indecent, profane or vulgar language that might cause a breach of the peace, or threatening or causing physical contact with someone else who might consider the contact offensive.

5.5 Any disregard of the directions, restrictions, rules or regulations referenced in this section shall be grounds for immediate revocation of the License by the Executive Manager of the Travis County Transportation and Natural Resources Department, the Director of the Parks Division, or their designated representatives, and such action is expressly authorized herein by the Travis County Commissioners Court.

VI. USE AND REPAIRS

6.1 Licensee shall not use the County Park for any purpose other than that set forth herein. Licensee shall repair or replace any damage to the County Park caused by Licensee.

VII. INDEMNIFICATION

7.1 LICENSEE AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE, CAUSES OF ACTION, SUITS, AND LIABILITY OF ANY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEYS' FEES, FOR INJURY TO OR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY LICENSEE, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE COUNTY PARK.

7.2 Without in any way limiting the liability of Licensee or its obligations under this Agreement, Licensee agrees to maintain during the term of the License Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate, with Travis County named as an additional insured. Licensee has provided County with a certificate from its carrier evidencing such insurance, which certificate is attached hereto as **Exhibit B** and made a part hereof.

VIII. SAFETY

8.1 County reserves the right to prohibit persons from entering the County Park at any time safety may be a concern.

IX. AMENDMENTS

9.1 This Agreement may be amended only by written instrument signed by both County and Licensee. IT IS ACKNOWLEDGED BY LICENSEE THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF TRAVIS COUNTY HAS ANY AUTHORITY TO CHANGE OR AMEND THE TERMS OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT OR TO WAIVE ANY BREACH OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT OF TRAVIS COUNTY.

X. NON-ASSIGNMENT OF RIGHTS

10.1 Licensee may not assign this Agreement or any portion or right thereof without the prior written consent of County; provided, however, Licensee shall have the right to grant, assign and transfer all or any part of its right, title and interest in or to rights arising out of or in connection with the Event publicity, promotion or distribution, in whole or in part, including all copyrights, rights of publicity, trademarks and all other legal interests and rights.

XI. NOTICES

11.1 Any notice to be given hereunder by either party to the other shall be in writing and may be effected by personal delivery, in writing, or registered or certified mail, return receipt requested. Notices shall be sufficient if made or addressed as follows:

If to Licensee: Team Hotel San Jose, LLC
 Will Ross and Todd Reed
 Team Hotel San Jose Co-Directors
 1202 Folts Avenue

Austin, TX 787804
(512) 554-5103

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

And: Joe Gieselman (or successor)
Executive Manager
Travis County Transportation and
Natural Resources Department
P.O. Box 1748
Austin, Texas 78767

XII. VENUE AND CHOICE OF LAW

12.1 THE OBLIGATIONS AND UNDERTAKINGS OF EACH OF THE PARTIES TO THIS AGREEMENT SHALL BE PERFORMABLE IN TRAVIS COUNTY, TEXAS, AND THIS LICENSE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

XIII. MEDIATION

13.1 When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or someone appointed by the Court having jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

XIV. ENTIRETY OF AGREEMENT

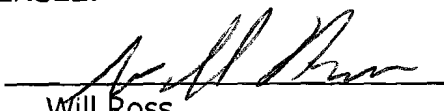
14.1 This Agreement represents the sole, entire and integrated Agreement between County and Licensee with respect to the subject matter herein and supersedes all prior negotiations, representations or agreements either oral or written.

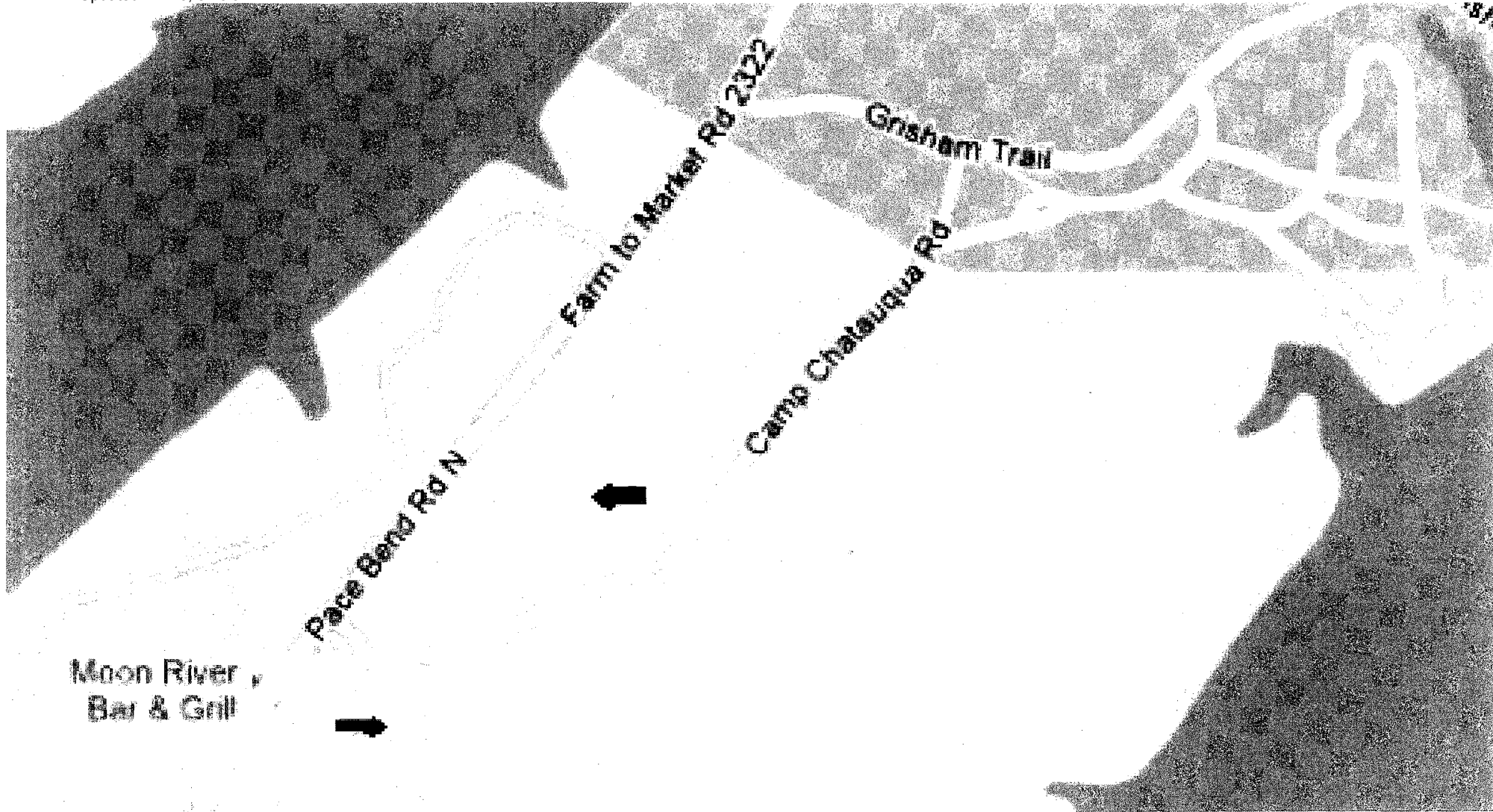
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) set forth below.

TRAVIS COUNTY:

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

LICENSEE:

By: 
Will Ross
Team Hotel San Jose, LLC
Date: 1/31/2011



entry/exit into park



Lake Travis

feed zone

Recommend volunteers

expo/park

start/finish

race staging

You Are Here Park Entry Station

Camp Textlake
No Trespassing

Highland Lakes Baptist
Encampment
No Trespassing

Day Use Only Area

Kate's Cove
Swim Only
No Boats

Johnson Cove

Alfred Cove

Milam Cove

Brown Cove

Hagwood Cove

Mesquite Pt.

Mudd Cove
Swim Only
No Boats

Tournament Pt.

Improved
Camping Area

Lavi Cove

Giles Cove

Taylor Cove

Maugham Cove

Collier Cove
Boat Ramp
Telephone

Davis Cove

Gracy Cove
Swim Only
No Boats

Baldwin Cove

Tatum Cove
Boat Ramp

Thurman Cove

Marshall Cove

Thrasher Cove

Moxey Cove

Naumann Cove

FM 2322

Grisham
Trail

PACE BEND PARK Visitor's Map

Map Key

- Park Entry Station
- Boat Ramps
- Trail Heads
- Telephones
- RV Dump Station
- Restrooms (Identified by number)
- Bulk Water Station (drinking water)
- Paved Roads (speed limit 25 mph)
- Unpaved Roads (speed limit 10 mph)
- Hiking Trails (no vehicles)



TRAVIS COUNTY PARKS Special Event Checklist

Event information needed

- Location: Pace Bend Park, Spicewood TX
- Name of event: Pace Bend Road Race
- Date & Time of event: 2/20/11, 8-5pm (set up starting at dawn and tear down until dark)
- Event Type (complete description and history if applicable): Pace Bend Road race is the largest of the season. As one of the few events in Texas to feature full use of the roadway ("no yellow line rule") cyclists have found the races classic, 6.2 mile circuit, punctuated by sweeping curves and short steep climbs, a prime opportunity to test themselves. It's also an excellent course for spectators to get up close to the action.
- Sponsor: Team Hotel San Jose
- Licensee: Will Ross
- Type of organization: Cycling Team, USACycling Event
- Primary contact personnel:
 - Title: Will Ross
 - Address: 1202 Folts Avenue 78704
 - Phone numbers: 512.554.5103
- Secondary contact personnel:
 - Title: Todd Reed
 - Address: 1202 Folts Avenue 78704
 - Phone numbers:
- Insured by: USA Cycling
- Holder of Insurance: William Ross with Red Bud Sports LLP tda Team Hotel San Jose
- Estimated number of participants: 600
- Estimated number of spectators: 200
- Proposed concessionaires/vendors: 10-15
- Special requests:
- Site visit date: ASAP

From the site visit, park staff will determine the following:

- Law enforcement required (if any)
- EMS coverage (must be A/TCEMS certified) required (if any)
- Parking issues to be addressed (# volunteers, signage needed, barricades, etc.)
- Access and traffic flow issues to be coordinated (race direction, Start/Finish Line determination, # volunteers, signs needed, barricades, etc.)
- Additional portable restrooms required

- Additional dumpsters required
- Park fee collection issues
- Public notices required (if any)
- License Agreement coordination
- Other items as necessary

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
02/11/2010

PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 116462	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
		INSURERS AFFORDING COVERAGE

INSURED USA CYCLING, INC # 530 GERI ATRIX & TEAM HOTEL SAN JOSE 1411 SANCHEZ ST AUSTIN, TX 78702	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">INSURER A: PHILADELPHIA INSURANCE COMPANIES</td> <td style="width: 20%;">NAIC#</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURER A: PHILADELPHIA INSURANCE COMPANIES	NAIC#	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURER A: PHILADELPHIA INSURANCE COMPANIES	NAIC#										
INSURER B:											
INSURER C:											
INSURER D:											
INSURER E:											

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK509301	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	<input type="checkbox"/>	CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person) \$	
						PERSONAL & ADV INJURY \$ 1,000,000	
						GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMP/OP AGG \$ 1,000,000	
						GEN'L AGGREGATE LIMIT APPLIES PER:	
	<input type="checkbox"/>	<input type="checkbox"/>				<input type="checkbox"/>	
							COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
			BODILY INJURY (Per accident) \$				
			PROPERTY DAMAGE (Per accident) \$				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$	
		ANY AUTO				OTHER THAN EA ACC \$	
						AUTO ONLY: AGG \$	
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$	
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$	
						\$	
		DEDUCTIBLE				\$	
		RETENTION \$				\$	
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/>	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				EL EACH ACCIDENT \$	
						EL DISEASE - EA EMPLOYEE \$	
						EL DISEASE - POLICY LIMIT \$	
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2010-530 GERI ATRIX & TEAM HOTEL SAN JOSE PRESENTS PACE BEND ROAD RACE IN SPICEWOOD, TX ON 02-21-2010, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER REDBUD SPORTS 1411 SANCHEZ AUSTIN, TX 78702	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

Trent Sharp

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY) 02/11/2010
PRODUCER PHILADELPHIA INSURANCE COMPANIES 3939 BELT LINE ROAD SUITE 650 ADDISON, TEXAS 75001	Serial # 116463	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED USA CYCLING, INC # 530 GERI ATRIX & TEAM HOTEL SAN JOSE 1411 SANCHEZ ST AUSTIN, TX 78702	INSURERS AFFORDING COVERAGE	
	INSURER A: PHILADELPHIA INSURANCE COMPANIES	
	INSURER B:	
	INSURER C:	
	INSURER D:	
		NAIC#

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PHPK509301	12/31/2009	12/31/2010	EACH OCCURRENCE \$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECTS TO EVENT ID # 2010-530 GERI ATRIX & TEAM HOTEL SAN JOSE PRESENTS PACE BEND ROAD RACE IN SPICEWOOD, TX ON 02-21-2010, BUT ONLY WITH RESPECTS TO THE LIABILITY ARISING OUT OF THE NAMED INSURED'S OPERATIONS.

CERTIFICATE HOLDER MELLOW JOHNNY 400 NUECES AUSTIN, TX 78701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

Travis County Commissioners Court Agenda Request

Voting Session 2/8/11
(Date)

Work Session _____
(Date)

I. A. Request made by: Carol B. Joseph for Phone # 854-9383
Steven Manilla, P.E., Exec. Mgr.
Signature of Elected Official/Appointed Official/Executive Manager/County Attorney

B. Requested Text: **Consider and take appropriate action to affirm the extension of the application deadline for the 2011 Citizens Bond Advisory Committee to Tuesday, February 8, 2011 and consider the need for any additional extension.**

C. Approved by: _____
Samuel T. Biscoe, County Judge

- II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (Original and eight (8) copies of agenda request and backup).
- B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them:

Rodney Rhoades, PBO 854-4718
 Danny Hobby, Emergency Services 854-4786
 Susan Spataro, County Auditor 854-6640
 John Hille, County Attorneys Office 854-9316
 Carol Joseph, TNR, 854-9383
 Randy Nicholson, TNR, 854-9383
 Charlie Watts, TNR, 854-9383

- III. Required Authorizations: Please check if applicable:
 - Planning and Budget Office (854-9106)
 - Additional funding for any department or for any purpose
 - Transfer of existing funds within or between any line item budget
 - Grant
 - Human Resources Department (854-9165)
 - A change in your department personnel (reclassifications, etc.)
 - Purchasing Office (854-9700)
 - Bid, Purchase Contract, Request for Proposal, Procurement
 - County Attorney Office (854-9415)
 - Contract, Agreement, Policy & Procedure



TRANSPORTATION AND NATURAL RESOURCES

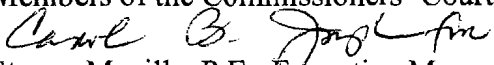
STEVEN M. MANILLA, P.E., EXECUTIVE MANAGER

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383

Date: February 1, 2011

MEMORANDUM

To: Members of the Commissioners' Court

From: 
Steven Manilla, P.E., Executive Manager

Subject: Extension of 2011 Travis County Citizens Bond Advisory Committee
Application Deadline

Proposed Motion: Consider and take appropriate action to affirm the extension of the application deadline for the 2011 Citizens Bond Advisory Committee to Tuesday, February 8, 2011 and consider the need for any additional extension.

Summary and Staff Recommendation:

On February 1, 2011, Transportation and Natural Resources (TNR) staff extended the application deadline for the 2011 Citizens Bond Advisory Committee to the close of business Tuesday, February 8, 2011. Problems with the on-line application process and notifications to the public created concerns that the extension was needed to make sure that residents had adequate time to submit their applications. TNR staff recommends that the Commissioners Court affirm this extension and consider the need for any additional extension of the application deadline.

Budgetary and Fiscal Impact:

No known impact.

Issues and Opportunities:

The following are identified issues and opportunities of extending the application deadline one week:

Pros to Extending the Deadline:

- Problems with the application form and notification of the public have created concerns that the public may need additional time to apply for the 2011 Citizens Bond Advisory Committee. These concerns can be addressed by extending the application deadline by one week.

- Proper public notification and additional time are required to allow for the process to be open and transparent to all residents of Travis County.
- Extending the application deadline to February 8, 2011 allows for one less week to prepare for a proposed bond kick-off meeting during the week of February 21st. However, without further extensions, the Court could appoint the Bond Committee on February 15th and still meet the proposed kick-off meeting schedule.

Cons to Extending the Deadline:

- Additional extensions beyond February 8th may cause a proposed bond kick-off meeting the week of February 21st to be rescheduled.
- Extension causes less preparation time for staff.

Background:

The Travis County Commissioners Court is accepting applications from individuals who are interested in serving on the Travis County 2011 Citizens Bond Advisory Committee. The Committee will be composed of 15-members. Each Court member will appoint three persons to serve approximately 8 months. The committee application deadline was to end by close of business, Tuesday, February 1, 2011.

In mid January 2011, staff from TNR and Information Technology Services (ITS) developed public information concerning the formation of the 2011 Citizens Bond Advisory Committee and an on-line application form. This information became available to the public on Travis County's website on January 20, 2011 and an e-mail blast was sent out to over 1,000 residents with the information.

On January 24th, TNR was apprised that applicants wanted to be notified that their application had been received. ITS added a notification statement once the application had been sent that the application had been received. Additionally, a statement that if applicants would like to check that their application was received, they could contact Carol Joseph at 854-9383. This information was resent to the 1,000 residents in an e-mail blast.

On January 26th, ITS staff estimated that the on-line application form quit operating and no applications were being received by Travis County. On January 28th, the on-line application error was identified and corrected and an e-mail blast went out notifying residents that there had been a problem and that they could contact Carol Joseph to check on whether their application had been received. Unfortunately, a wrong e-mail address for Carol Joseph was used and an additional e-mail was sent out on the morning of Monday, January 31st correcting the mistake. Since the correction to the application form on January 28th, TNR staff have not received or identified any problems with receiving applications.

Considering the problems with the on-line application process and notification of the public, TNR staff, after consultation with the County Attorney's Office determined to extend the bond

application deadline to close of business February 8, 2011. A notification was included that any changes to this deadline would be posted on the website.

Required Authorizations: None

SM:CJ:CW:cw

xc: Rodney Rhoades, PBO
Danny Hobby, Emergency Services
Susan Spataro, County Auditor
Carol Joseph, TNR
Randy Nicholson, TNR
Charlie Watts, TNR



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session

Prepared By: David Salazar, Health and Human Services and Veterans Service, 854-4107

Elected/Appointed Official/Dept. Head: Sherri Fleming, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the following matters related to the Travis County Healthcare District Board of Managers:

- A. Short List for Interviews to Fill Current County-Appointed Vacancy;
 - B. Proposed Questions for Interviews with Candidates; and
 - C. Interview Schedule, Draft Letter to Applicants, and Other Related Issues.
-

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Pursuant to Section 281.021(d) of the Texas Health and Safety Code, the Travis County Commissioners Court is responsible for selecting and appointing four members of the Travis County Healthcare District Board of Managers with a fifth Manager selected jointly by the Commissioners Court and Austin's City Council.

STAFF RECOMMENDATIONS:

On October 5, 2010, the Court authorized Staff to issue the Call for Nominations and make available applications and requirements for potential candidates for appointment to the Board of Managers to fill the vacancy created by Dr. Donald Patrick's resignation. The Board's bylaws provide that the Managers will serve until their re-appointment or the selection of their successor. Utilizing the websites and resources of Travis County, Central Health, formerly Travis County Healthcare District, the Community Action Network and various community leaders and organizations, information and applications have been made available to the public with a closing date of November 19, 2010 and later extended, by action of the Court, until January 7, 2011. Staff has since received a total of twenty-three (23) applications from the community to fill this vacancy. The subcommittee appointed by the Court has reviewed the applicants and is in the process of reviewing the list to bring forward a short-list of candidates for the Court's consideration and possible a Court approval of a list of applicants to interview at a future date.

ISSUES AND OPPORTUNITIES:

In 2007, the Travis County Commissioners Court approved an amended process to ensure appropriate notice of the expiring terms of members of the Board of Managers of

the Travis County Healthcare District. The process was designed to allow the Court time to determine the best course for appointing or re-appointing citizens to the Board of Managers.

When vacancies have previously existed, the Commissioners Court had appointed a subcommittee made up of two members of the Court and the HHS&VS Executive Manager to review the applications submitted for the Board of Managers vacancies.

A list of potential applicants who have submitted application by the January 7, 2011, deadline is attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Health and Human Services and Veterans Service	02/01/2011 3:32 PM	David Salazar	Completed
Health and Human Services and Veterans Service	02/01/2011 4:55 PM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	02/02/2011 10:47 AM
Commissioners Court	Cheryl Aker	Pending	



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session

Prepared By: Sherri Fleming, Health and Human Services and Veterans Service, 854-4101

Elected/Appointed Official/Dept. Head: Sherri Fleming, Executive Manager

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO SPEND \$1,800 IN COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS TO TRAIN LOCAL PERMANENT SUPPORTIVE HOUSING PROVIDERS ON AFFIRMATIVELY SUPPORTING FAIR HOUSING IN TRAVIS COUNTY IN FEBRUARY, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This is an opportunity to bring in federal level experts to provide training to local providers. This training will assist the network of local experts to increase opportunities for affordable housing in Travis County.

STAFF RECOMMENDATIONS:

The Corporation for Supportive Housing has asked Travis County to contribute \$1,800 toward training for local permanent supportive housing providers on Affirmatively Supporting Fair Housing. The training is one day, but there are 35 slots and 50 interested participants. They would like to expand the training for a day to accommodate more people. The City of Austin is paying \$4,600 for the first day and our contribution would double the capacity of the training and add a day. HHS/VS can use CDBG administrative funds, which we have available, with Court approval.

FISCAL IMPACT AND SOURCE OF FUNDING:

\$1,800 in CDBG funds

REQUIRED AUTHORIZATIONS:

Health and Human Services and Veterans Service	02/03/2011 9:48 AM	Sherri Fleming	Completed
Health and Human Services and Veterans Service	02/03/2011 9:33 AM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	02/03/2011 10:01 AM
Commissioners Court	Cheryl Aker	Pending	

Travis County Commissioners' Court Agenda Request

Meeting Date: February 8, 2011

I. A. Requestor: DEECE ECKSTEIN, IGR Phone # 854-9754

B. Specific Agenda Wording:

CONSIDER AND TAKE APPROPRIATE ACTION ON LEGISLATIVE MATTERS, INCLUDING:

- A. UPDATE ON LEGISLATIVE ACTIVITIES;
- B. ADDITIONS TO THE PRIORITIES, POLICY POSITIONS, AND THE POSITIONS ON OTHER PROPOSALS SECTIONS OF THE TRAVIS COUNTY LEGISLATIVE AGENDA; AND
- C. RESOLUTION IN SUPPORT OF HOUSE JOINT RESOLUTION 64, PROPOSING A CONSTITUTIONAL AMENDMENT LIMITING THE USES OF REVENUE FROM MOTOR VEHICLE REGISTRATION FEES, TAXES ON MOTOR FUELS AND LUBRICANTS, AND CERTAIN REVENUE RECEIVED FROM THE FEDERAL GOVERNMENT.

C. Sponsor: _____
County Commissioner or County Judge

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request.

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request.

SEE LIST BELOW	

III. Required Authorizations: Please check if applicable:
NONE APPLICABLE.

NAMES, PHONE NUMBERS AND EMAIL ADDRESSES OF PERSONS WHO MIGHT BE AFFECTED BY OR BE INVOLVED WITH THIS REQUEST:

Diane Blankenship
 Director, Human Resources Management Department
 Phone: 854-9170
 Email: Diane.Blankenship@co.travis.tx.us

Daniel Bradford
County Attorney's Office
Phone: 854-3718
Email: Daniel.Bradford@co.travis.tx.us

David Escamilla
County Attorney
Phone: 854-9415
Email: David.Escamilla@co.travis.tx.us

Sherrie Fleming, Executive Manager
Health and Human Services/Veterans Services
Phone: 854-4101
Email: Sherri.Fleming@co.travis.tx.us

Steven Manilla, Executive Manager
Transportation and Natural Resources
Phone: 854-9429
Email: Steven.Manilla@co.travis.tx.us

Cyd Grimes
Purchasing Agent
Phone: 854-9700
Email: Cyd.Grimes@co.travis.tx.us

Joe Harlow, Interim Executive Manager
Information Technology Services
Phone: 854-9372
Email: Joe.Harlow@co.travis.tx.us

Danny Hobby, Executive Manager
Emergency Services
Phone: 854-4416
Email: Danny.Hobby@co.travis.tx.us

Item # ____

Roger Jefferies, Executive Manager

Justice and Public Safety

Phone: 854-4415

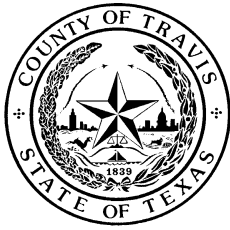
Email: Roger.Jefferies@co.travis.tx.us

Rodney Rhoades, Executive Manager

Planning and Budget Office

Phone: 854-9106

Email: Rodney.Rhoades@co.travis.tx.us



MEMO

- For Your Information**
- Action Required**

TO: Travis County Commissioners Court

FROM: Deece Eckstein, Coordinator, IGR

DATE: Thursday, February 3, 2011

RE: Legislative agenda items for Tuesday, February 8:

- Report on legislative activities
- Adoption of a resolution in favor of House Joint Resolution 64, re Fund 6 diversions

SUMMARY AND IGR RECOMMENDATION

IGR recommends adoption of the proposed Resolution in support of House Joint Resolution 64, a constitutional amendment to freeze diversions from Fund 6 at current levels and then gradually eliminate them.

ATTACHMENTS

1. a summary of IGR legislative activities in the last week;
2. background materials regarding transportation funding and diversions from State Highway Fund No. 006 (Fund 6); and
3. a resolution in support of House Joint Resolution 64.

Cc: Executive Managers

1. Typically, the “inside baseball” of the state budget process is not the primary concern of the Commissioners Court or its legislative agenda. This session, however, is like no other: billions of dollars of cuts to programs affecting counties are on the table. Much of our legislative activity in the past week has been spent in analyzing the budget and discussing it with other county officials.
2. The Planning and Budget Office have been analyzing the base budgets filed in the House and Senate in order to determine what risks Travis County faces with respect to reductions in State funding of county services. My understanding is that they may have an analysis ready for presentation to the Court on February 15.
3. The **Senate Finance Committee** has already begun hearings on the 2012-2013 budget as of Monday, January 31, 2011. Article II, which covers health and human services, occupied most of the week’s testimony. **Two areas of concern** for counties: **mental health**, where significant cuts to state funding will impact the county’s mental health infrastructure and the criminal justice system, and **Medicaid**, where huge cuts to eligibility and to provider reimbursement rates will impact the entire local health care delivery network.
4. As of Wednesday, 2/2, House committees had not been named, although the assignments are not expected until the week of February 7th. The House Appropriations Committee will probably organize and begin hearings late in the week of the 7th or early the next week.
5. The Texas Association of Counties (TAC) and the Conference of Urban Counties (CUC) continue to monitor the budget process and update their analyses of the proposed budget cuts and their likely impacts on county governments’ ability to serve their communities.
6. The **Policy Committee of the CUC** met last Wednesday, January 2nd, and voted to support a number of Travis County initiatives: burn ban clarification, open space preservation easements, local option mobility funding, utility relocation, and full reimbursement for state prisoners housed in county jails.
7. IGR staff members participate regularly in meetings of the CUC legislative team, the TAC legislative team and a group representing local governments.
8. IGR staff members continue to work with members of the Travis County legislative delegation and others to draft bills to implement our legislative priorities.
9. As of Wednesday, February 2, the IGR staff is tracking **394** bills. Key County staffers are analyzing relevant bills through the ATLAS system.

AS OF	WEEK	1	2	3	4	5	6	7	8	9
THURSDAY		13-Jan	20-Jan	27-Jan	2-Feb	9-Feb	16-Feb	23-Feb	2-Mar	9-Mar
	HBs	594	692	998	1,054					
	HJR s	50	54	65	68					
	SBs	327	357	400	491					
	SJR s	9	10	12	16					
TOTAL	BILLS	980	1,113	1,475	1,629	0	0	0	0	0
TRAVIS COUNTY										
	TRACKED	250	289	356	394					
	ANALYZED	111	126	171	201					
	SUPPORT	-	-	-	-					
	OPPOSE	-	-	-	-					

AS OF	WEEK	11	12	13	14	15	16	17	18	19
THURSDAY		23-Mar	30-Mar	6-Apr	13-Apr	20-Apr	27-Apr	4-May	11-May	18-May
	HBs									
	HJR s									
	SBs									
	SJR s									
TOTAL	BILLS	0	0	0	0	0	0	0	0	0
TRAVIS COUNTY										
	TRACKED									
	ANALYZED									
	SUPPORT									
	OPPOSE									

10
16-Mar
0

20
25-May
0

**RESOLUTION IN SUPPORT OF
HOUSE JOINT RESOLUTION 64,
82nd TEXAS LEGISLATURE**

WHEREAS, State Highway Fund No. 006, or Fund 6 as it is known, is the major source of funding for Texas' transportation infrastructure; and

WHEREAS, Texas is one of the fastest-growing states in the country, and its transportation infrastructure must keep pace with that growth in order for Texas to maintain its economic vitality and quality of life; and

WHEREAS, state transportation funding has reached a crisis point where the amount of available revenue is sufficient only to maintain and repair existing highways, leaving no dollars for acquiring rights-of-way, or designing and constructing new highways; and

WHEREAS, the gas tax, which is the major source of revenue for Fund 6, has not been increased in 20 years and is in fact declining as vehicles become more fuel-efficient; and

WHEREAS, a significant percentage of Fund 6 revenues have been diverted to other state agencies such as the Texas Historical Commission, the Texas Commission on the Arts, and the Attorney General; and

WHEREAS, State Representative Joe Pickett has filed House Joint Resolution 64, which calls for gradual reduction and elimination of Fund 6 diversions as other revenue becomes available; now, therefore, be it

RESOLVED, that the Travis County Commissioners Court urges the Texas Legislature to pass H.J.R. 64 and submit it to the voters this fall; and, be it further

RESOLVED, that the Travis County Commissioners Court wishes to communicate its support for H.J.R. 64 to members of the Travis County delegation as well as to other legislators.

AGENDA REQUEST


VS # Item 19

Please consider the following item for voting session 02/08/11

I. A. Request made by: Commissioner Ron Davis
Phone No. 854-9111

B. Requested Text:

CONSIDER AND TAKE APPROPRIATE ACTION ON THE PROPOSAL TO AMEND THE COUNTY'S ECONOMIC DEVELOPMENT PROGRAM POLICY TO INCLUDE AN INITIATIVE BY THE COUNTY TO UTILIZE INCENTIVES TO SOLICIT AND ATTRACT BUSINESSES WHICH WOULD PROVIDE JOB OPPORTUNITIES FOR LOW- INCOME INDIVIDUALS WHO ARE CURRENTLY UNEMPLOYED OR UNDEREMPLOYED.

C. Approved by:  _____
Signature of Commissioners, Ron Davis, Commissioner, Pct. 1/Sarah Eckhardt, Commissioner Pct2

II. A. Is backup material attached*: YES X NO _____

*Any backup material to be presented to the court must be submitted with this Agenda Request (Original and Eight copies).

B. Have the agencies affected by this request been invited to attend the Voting Session?
YES X NO

Please list those contacted and their phone numbers:

Mary Gerhardt 854-9415

III. PERSONNEL

A change in your department's personnel. (reclass., etc.)

IV. BUDGET REQUEST:

If your request involves any of the following please check:

- Additional funding for your department
- Transfer of funds within your department budget
- A change in your department's personnel

RECEIVED
COURTY JUDGE'S OFFICE
11 JAN 25 PM 1:11

The County Personnel (854-9165) and/or Budget and Research Office (854-9106) must be notified prior to submission of this agenda request.

AGENDA REQUEST DEADLINES

All Agenda Requests and supporting materials must be submitted to the County Judge's Office in writing by 5:00 p.m. on Monday for the next week's meeting.

CHAPTER 28
TRAVIS COUNTY ECONOMIC DEVELOPMENT INCENTIVES POLICY
GUIDELINES AND CRITERIA FOR TAX ABATEMENT

28.001 Definitions

(a) "Abatement" means partial exemption from ad valorem taxes of eligible property in a reinvestment zone designated for economic development purposes pursuant to Chapter 312 of the Texas Tax Code and Travis County Code.

(b) "Agreement" means a contractual agreement between a property owner and/or lessee and an eligible jurisdiction granting or pertaining to an abatement.

(c) "Base Year Value" means the taxable value as certified by the Travis County Appraisal District in the reinvestment zone on January 1 preceding the effective date of the tax abatement agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the effective date of the agreement, or the sales price, if the property was conveyed subsequent of January 1, whichever is greater.

(d) "Competitively-Sited Project" means a project where the applicant has completed a written evaluation for assistance by a governmental entity in another location in which expansion, relocation, or new operations are actively being considered by the applicant.

(e) "Comprehensive Plan" means a plan adopted by the Commissioners Court for the long-range development of the unincorporated area of the county used to coordinate and guide the establishment of development policies and regulations and to guide capital improvement programs.

(f) "Convergence Technologies" means the companies engaged in research and development activities, computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.

(g) "Corporate/professional headquarters" means the main office from which a regional, national, or international organization is managed. Typical functions that occur in these types of offices include executive decision-making and strategy, sales and marketing, human resources, financial operations, advanced information technology operations, consulting, and training. The chief executive officer for the region for which this location serves as a headquarters must be based at the location.

(h) "Creative Media" means the creation, development, production, and distribution of musical works, motion pictures, television, and other forms of video programming and content, video games, advertising and informational content.

(i) "Eligible Property" means all property allowed under Chapter 312 of the Tax Code that is also allowed under the tax abatement policy of Travis County.

(j) "Employee" means a person whose employment is both fulltime and non-seasonal, who is employed by the applicant for abatement for a minimum of 1,750 hours per year and whose employment is reflected in the applicant's quarterly report filed with the Texas Workforce Commission ("TWC").

(k) "Green Industries" means companies engaged in clean energy and resource conservation. "Clean energy" includes research and development, headquarters, or manufacturing projects that involve any type of energy efficiency, energy storage, energy resource conservation, renewable energy, or alternative fuel technology. "Resource Conservation" includes companies involved in the research, development, and manufacturing of products focused on improved efficiency and availability of natural resources including clean air and water.

(l) "Healthcare and Life Sciences" means companies in the fields of healthcare, biotechnology, pharmaceuticals, biomedical technologies, life systems technologies, environmental, biomedical devices, and organizations and institutions that devote the majority of their efforts in the various stages of research, development, testing, technology transfer, commercialization or manufacturing.

(m) "Manufacturing Facility" means buildings and structures, including fixed-in-place machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(n) "Median Family Income" means the income of Travis County residents as determined by the American Community Survey of the United States Census Bureau for the most recent year available at the time of the applicant's request.

(o) "Regional Live Entertainment or Fine Arts Facility" means building and structures, including fixed machinery and equipment, used as a venue for live entertainment or the display of fine arts through the admission of the general public where a substantial percentage of users reside at least 100 miles from any part of the County.

(p) "Research & Development Facility" means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials, the production processes thereto, or current technology in biomedicine, electronics or pre-commercial emerging industries.

(q) "Taxable Value of Eligible Property" means the certified appraised value of eligible property, as finally determined by the Travis County Appraisal District ("TCAD").

28.002 Types of Abatements Authorized

(a) Authorized Facility. A company may be eligible if it seeks to locate any of the following within Travis County:

- (i) Convergence Technologies Facility;
- (ii) Creative Media Facility;
- (iii) Green Industries;
- (iv) Corporate/Professional Headquarters;
- (v) Healthcare and Life Sciences Facility;
- (vi) Regional Live Entertainment or Fine Arts Facility; or
- (vii) Research and Development Facility.

(b) Retail Developments. Developments which are primarily for retail are not eligible for tax abatement.

(c) County Indebtedness. No Abatement shall be approved if the applicant is indebted to the County for past due ad valorem taxes or other obligations.

(d) Exemption. Applicants not fitting these criteria but presenting extraordinary circumstances and/or opportunities may make application to the County Judge for an exemption. Any application accepted for assessment (see Section 3.A *_____ "Application Process" below) under an exemption must be approved by a super majority of the full Commissioners Court (4 votes).

(e) Abatement on New Value. Abatement may only be granted for the increase in taxable value of eligible property located in the reinvestment zone on or after the effective date of the agreement granting the abatement if the eligible property is listed by kind or type in an agreement between the County and the applicant, subject to such limitations as Commissioners Court and the Texas Tax Code may require.

(f) Leased Facility. If a leased facility is granted a tax abatement, the agreement shall be executed with both the lessor (owner) and the lessee of the land on which the facility is located unless exempted from this requirement by a super majority of the full Commissioners Court (4 votes).

(g) Duration of Abatement. An abatement agreement between Travis County and an applicant (and, if applicable, the applicant's lessor or lessee) shall remain in effect for up to but not more than ten (10) years.

28.003 Qualifications for Consideration of a Base Tax Abatement.

(a) To be eligible for consideration for a base tax abatement, a project must:

- (i) Either:

(A) increase the appraised value of the taxable property in the proposed zone by at least \$25,000,000 by January 1 of the tax year that will commence immediately following the year in which the construction period defined in the agreement terminates; or

(B) increase or prevent the loss of full-time non-seasonal employment for at least 50 employees within the time period or periods set forth in the agreement;

(ii) Be competitively-sited;

(iii) Not solely or primarily have the effect of transferring employment from one part of the County to another; and

(iv) Have a human resources benefits policy of contributing to health benefits for all "employees" as that term is defined by this policy and their dependents that meets or exceeds the standard set by Chapter 1508 of the Texas Insurance Code ["Healthy Texas"]. Applicant's definition of dependents, for the purpose of providing health insurance must include domestic partners (including same-sex partners). Applicant must contribute not less than 80% of the health insurance premiums for all eligible employees and not less than 55% of the health insurance premiums for all eligible dependents.

(v) fill at last 50% of its positions for the project with Travis County residents.

(b) Base Abatement. At the discretion of the Commissioners Court, eligible projects may receive a base abatement of up to 50% of ad valorem taxes on new value determined by either:

(i) the amount of new taxable value created, or

(ii) the number of jobs created or retained by the applicant. The range of base abatement is governed by the following:

Base Abatement	New Value	OR	Job Creation
Up to 25%	\$25 million - \$100 million		50-100
Up to 37.5%	\$100 million - \$200 million		101-200
Up to 50%	\$200 million <		200<

(c) Failure to Meet Requirements. No tax abatement shall be applicable for any year in which the facility fails to meet the contractually-defined minimum new value requirements or minimum job creation and retention requirements set forth in the agreement.

28.004 Additional Abatement Above Base Abatement

(a) At the discretion of the Commissioners Court, additional abatements above the base abatement may be considered for 1. Leadership in Energy and Environmental Design; 2. Locating in Travis County Activity Nodes; 3. Training and Hiring of Economically Disadvantaged Residents.

(b) Leadership in Energy and Environmental Design (LEED®) Tax Abatement.

(i) Level of Certification. If the owner or lessee of a new commercial facility or an existing facility to be adapted or renovated has registered with the U.S. Green Building Council ("USGBC") seeking LEED Certification, then the County's Planning and Budget Office ("PBO") may recommend approval of an additional tax abatement based upon the level of certification obtained after completion of construction:

Additional Abatement	LEED Certification Level
Up to 3%	Basic "Certified" Level
Up to 5%	Silver Level
Up to 7%	Gold Level
Up to 10%	Platinum Level

(ii) Registration. Applicant must be registered with USGBC seeking LEED Certification, prior to submitting its application for additional LEED abatement to the County. The additional abatement for LEED shall not commence until construction of the project is completed and LEED Certification is obtained by the applicant.

(c) Additional Incentive for Locating New Project in a Travis County Regional Activity Center or Conservation Development. If the construction, adaption or renovation of a new eligible facility is located in a Regional Activity Center identified in the County's Comprehensive Plan or in a Conservation Development that conforms to the provisions of the County's Conservation Development Ordinance (Travis County Code Chapter 82, Subchapter A), PBO may recommend that Commissioners Court approve an additional tax abatement of up to 10%. A specific Regional Activity Center or Conservation Development must be identified in the Agreement approved by the Commissioners Court and cannot be added at a later date.

(d) Additional Incentive for Training and Hiring of Economically Disadvantaged Residents.

(i) Recommendation by PBO. If an applicant pursues the training and/or hiring of economically disadvantaged Travis County residents through either:

- (A) providing needs-based scholarships covering at least 50% of the full tuition cost of a degree or certification to Travis County residents with verified incomes of 200% or less of the federal poverty guidelines (Option A), or
- (B) providing full time employment to participants in any needs-based scholarship program or workforce training program approved by Travis County (Option B),

then the County's Planning and Budget Office ("PBO") may recommend approval of an additional tax abatement based upon the following table:

Additional Abatement	No. of Needs-Based Scholarships Funded/Economically
-----------------------------	--

	Disadvantaged Employees Hired
Up to 5% bonus	Up to 50
Up to 10% bonus	51 to 100
Up to 15% bonus	more than 100

(ii) Option A. If an applicant pursues Option A above, the administration of the needs-based scholarship must be provided through an institute of higher education, and independent school district, or a workforce training program approved by Travis County. Verification of the funding for and the distribution of the needs-based scholarship shall be provided by the educational or workforce training program administering the program.

(iii) Option B. If an applicant pursues Option B above, verification of the employment of economically disadvantaged Travis County residents shall be met through documentation by the applicant that:

(A) the full time employees have been recipients of any qualifying needs-based scholarship within the last four years or

(B) the full time employees have completed a workforce training program approved by Travis County within the last four years.

(iv) Amendment to Agreement. At the request of the applicant and at the discretion of the Commissioners Court a "Training and Hiring Incentive" provision may be added as an amendment to a prior Abatement Agreement approved by Commissioners Court.

28.005 Application.

(a) Application Process. Any current or potential owner or lessee of taxable property in the County may request a tax abatement by filing a completed application with the County Judge prior to any public expression of a site selection decision. The County Judge's office will notify the Commissioners Court of receipt of an application for tax abatement and forward the application to PBO for assessment. Within 30 days of receiving a completed application the County Judge will:

(i) Notify the applicant in writing that the Travis County Commissioners Court will not take up the application for consideration; or

(ii) Notify the applicant in writing that consideration of the application will be set for consideration by the Travis County Commissioners Court.

(b) Application Package. Components of a complete Application Package establishing minimum qualifications for a base tax abatement (see Base Abatement, p. ____) shall consist of:

(i) A completed Travis County Application form;

- (ii) A non-refundable check in the amount of \$1,000 payable to Travis County;
- (iii) A completed narrative prepared in accordance with the template provided in the County Application including but not limited to:

- (A) An "Investment Budget" detailing components and costs of the real property improvements and fixed-in-place improvements for which tax abatement is requested, including type, number, economic life, and eligibility for a tax exemption granted by the Texas Commission on Environmental Quality ("TCEQ"), if known;

- (B) A map and legal description of the property/properties, if a location or alternate locations have been identified;

- (C) A time schedule for undertaking and completing the proposed improvements;

- (D) A ten-year environmental and worker safety compliance history for all facilities located within the State of Texas and owned in whole or in part by applicants, as defined in "Environmental and Worker Safety Qualification;"

- (E) An affidavit affirming that the application is a competitively-sited project and acknowledging that documentation confirming the competitive process will be provided to County if a tax abatement is granted by Travis County;

- (F) Information pertaining to the reasons that the requested tax abatement is necessary to ensure that the proposed project is built in the County (i.e., documentation supporting assertion that "but for" a tax abatement, the stated project could not be constructed in the County):

- (G) Copies of the immediately preceding 4 quarterly reports filed with the TWC, documenting the current number of full-time non-seasonal employees, and full-time Contractor employees, if any, at the time the application is submitted;

- (H) Financial and other information as the County deems appropriate for evaluating the financial capacity and other factors of the applicant; and

- (I) Certification prepared by County Tax Assessor-Collector stating that all tax accounts within the County are paid on a current basis.

Additional information required for tax abatement above base will be requested on a case by case basis.

(c) Additional Information Required for a Leased Facility. The applicant shall provide with the application the name and address of the lessor and lessee and a draft copy of the proposed lease, or option contract. In the event a lease or option contract has already been executed with the owner of site, the document must include a provisions whereby abatement applicant may terminate such contract or lease in the event that the County does not grant a tax abatement.

(d) County Assessment of Application. Upon receipt of a completed application, PBO shall determine whether a project meets the minimum threshold for consideration by the

Travis County Commissioners Court for a base tax abatement and any additional abatement under these guidelines and criteria. If PBO determines that the threshold has been met, the department shall offer the application for consideration by the Travis County Commissioners Court at a regularly scheduled voting session within 30 days of receiving the application. If after deliberation the Court wishes to move forward with consideration of the application, the Court shall schedule a public hearing within 60 days of receiving the application. At the next regularly scheduled voting session of the Court following the public hearing, the Court shall consider creation of a reinvestment zone and negotiation of a tax abatement agreement with the applicant in accordance with the Tax Code.

(e) Previous Construction or Improvements. The County shall not establish a reinvestment zone or enter into a tax abatement agreement if it finds that an application was received after a project commenced construction or installation of improvements.

28.006 Public Hearing & Approval

(a) Resolution Designating Reinvestment Zone. The Commissioners Court may adopt a resolution designating a reinvestment zone for the purposes of considering approval of a tax abatement agreement until it has held a public hearing at which interested persons are entitled to speak and present evidence for or against the proposed action. Notice of the hearing shall be clearly identified on the Commissioners Court agenda at least 13 days prior to the public hearing.

(b) Variance. Any variance from these guidelines must be approved by a vote of a super-majority of the full Commissioners Court (4 votes).

(c) Conformance. In entering into a tax abatement agreement, the Court must find that the terms of the proposed agreement conform to these Guidelines and Criteria and that:

- (i) there will be no substantial adverse effect on the provision of the jurisdiction's services or tax base; and
- (ii) the planned use of the property will not constitute a hazard to public safety, health or morals.

28.007 Agreement

(a) Agreement Terms. After approval the County shall formally pass a resolution and execute an agreement with the owner of the facility (or lessee, where applicable) as required which shall include:

- (i) A requirement that the applicant annually submit to PBO:
 - (A) a January employee count for the abated facility which corresponds to employee counts reported in the facility Employer's Quarterly Report to the TWC for the quarter most recently ended at calendar year-end, and
 - (B) a separate notarized letter certifying the number of jobs created or retained as a direct result of the abated improvements, the number of employees

in other facilities located within Travis County, and the compliance with the environmental and worker safety requirements in the Agreement for the preceding calendar year, as of January 1.

Submission shall be used to determine abatement eligibility and shall be subject to audit if requested by the governing body. Failure to submit will result in the ineligibility to receive an abatement; and

(ii) A requirement that the owner or lessee will (a) obtain and maintain all required permits and other authorizations from the United States Environmental Protection Agency and the TCEQ for the construction and operation of its facility and for the storage, transport and disposal of solid waster; and (B) seek a permit from the TCEQ for all grandfathered units on the site of the abated facility by filing with the TCEQ, within three years of receiving the abatement, a technically complete application for such a permit.

(iii) A requirement that the applicant provide to PBO within one month of executing the Agreement documentation confirming the abated project was in fact part of a competitively-sited process. Documentation may include, but shall not be limited to: (a) documentation (correspondence or financial information)presented to the applicant by other taxing jurisdictions; and (b) results of a competitive site survey conducted by applicant (or consultant for the applicant). Failure to provide this documentation confirming a competitively-sited process will make any tax abatement agreement null and void.

(b) Timing of Agreement. Travis County will make all reasonable efforts to execute an Agreement within 60 days of the Court's resolution to commence negotiations.

28.008 Assignment

A tax abatement Agreement may be assigned to a new owner or lessee of a facility with the written consent of the Commissioners Court, which consent shall not be unreasonably withheld. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions as set out in the Agreement. Any assignment shall be to an owner that continues the same improvements or repairs to the property (except to the extent such improvements or repairs have been completed), and continues the same use of the facility as stated in the original Agreement with the initial applicant. No assignment shall be approved if the assignor or the assignee is indebted to the County for past due ad valorem taxes or other obligations.

28.009 Non-Compete Agreements

A tax abatement shall not be granted for projects whose competitive siting consists only of taxing jurisdictions that have agreed with the County to forego the use of tax incentives in competing with the County for such projects.

28.010 Exceptions and Amendments

Exceptions made to eligibility requirements for specific applicants or amendments affecting all applicants may be made to this policy by a super-majority of the Court.

28.011 Sunset Provision

These Guidelines and Criteria are effective _____, 2010, and will remain in force until _____, 2011, at which time all tax abatement contracts created pursuant to these provisions will be reviewed by the County to determine whether the goals have been achieved. Based on that review, the Guidelines and Criteria will be modified, renewed, or eliminated.



Travis County Commissioners Court Agenda Request

RECEIVED
COUNTY JUDGE'S OFFICE
11 JAN 31 11 3 18

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Loretta Farb, Commissioner Precinct 2 Office, 854-9222
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner
Sponsors: Commissioner Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT MARGIE STEWART ALFORD TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT MARGIE STEWART ALFORD TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 1:52 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 1:52 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name Margie Stewart Alford

Address 5903 Mountainclimb City Austin State TX Zip 78731

Home Phone 371-7736 Work Phone _____ Cell 947-0858

Email Address margiesalford@sbcglobal.net
(Email and internet access is not mandatory, but highly recommended.)

In which Travis County Precinct do you reside?

1 2 3 4 Not sure I am not a resident of Travis County

Have you ever served on a county-appointed board? Yes No

If yes, which one/s? this one

Have you ever served on a county historical commission (CHC)? Yes No

If yes, where and for how long? _____

Hours you are prepared to volunteer each month:

1-10 11-20 21-30 31-40 41-50 51-60 61-70 70+

depending on project.

Briefly explain your interest in being appointed to the Travis CHC:

As a resident of Austin for many
years, and a native San Antonian,
I want to help preserve our history.
Meatig School children, as well
as other members of communities in our
County, is always an enriching experience.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations

Board (Advisory) of St David's Hospital
Meals on Wheels - University of Texas Art Museum
Friends' Board

Current or former occupation/s

Art Director
Lemita

Current or former employer/s

Frost Bros. & Jacobs of Texas

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

University of Texas (still going)
Fairfax Hall, Waynesboro, Va.

Other experience or training that might add to the livelihood of the CHC?

partaking in historical projects in West Texas

Special Interests/Hobbies:

Museums - Garding - Travel -
Art - Texas (to - point)

Signature

Margie A. Axford

Date

Nov. 10, 2010

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Margie Stewart Alford has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10 day of November 20 10.

Margie Stewart Alford
Signature of Applicant
November 10, 2010
Date

Personally appeared before the undersigned, MARGIE S. ALFORD
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

H. Will - Bandy
Notary Public, Travis County, Texas

My commission expires NOV 2014

MARGIE STEWART ALFORD

5903 Mountainclimb Drive, Austin, Texas 78731

margiesalford@sbcglobal.net / (512) 371-7736

OBJECTIVE

To continue serving on the Travis County Historical Commission , utilizing my relevant skills and experience

EXPERIENCE

2000-2009 Freelance interior and exterior design commissions. Selections made at the Decorative and Design Center in New York, the Design Center, Los Angeles, California, bidding and buying art at a private Dallas gallery auction. I worked with furniture craftsmen, lampshade artisans, and antique dealers in the East.

2008 Committee Chairman to create The Heman Marion Sweatt Travis County Courthouse brochure. The brochure illustrates the unique place Travis County holds in the state's capitol, presiding over cases with far-reaching, important decisions. The architecture and ornamental elements are noted.

2004-2009 Wrote art-related articles which appeared in The West Austin News: Christo's "Gates" in Central Park, Mies van der Rohe's "Farnsworth House" in Illinois, and the Blanton Museum in Austin, to date.

1990-2006 Docent for The Governors Mansion. Greeted and informed visitors about the mansion, it's interior furnishings, and events of significance.

2003 Created a three-day visit to a Texas ranch for Hearst Corporation executives. They, with their wife or husband, were treated to entertainment, chef-prepared meals, skeet-shooting, museum hopping, shopping, and site-seeing. They were the guests of the President of Hearst Corporation.

1973-1977 Manager over Couture and other departments for Frost Bros., Austin, which opened in 1973, as a specialty store. Marketing ideas were implemented after my written over-view of Austin was submitted to the President of Frost Bros. for consideration.

1960-1965 Advertising copywriter and lay-out designer for Joske's of Texas, San Antonio. Promoted to Art Director over Fashion.

COMMUNITY ACTIVITIES – Board Member

2008-2011 President of The Mountainclimb Square Homeowners' Association

2006-2011 Travis County Historical Commission member

1985-2011 Art League I

2000 Hemlock Society of Austin.

1990-1994 St. David's Hospital, Advisory Board

1987 Leadership Texas

1986 The Friends of the Huntington Art Museum, The University of Texas at Austin,

REFERENCES:

Frank A Bennack, Jr.
Hearst Corporation
Chief Executive Officer
Vice Chairman of the Board and Chairman of the Executive
Committee
300 West 57th Street
New York, N.Y. 10019-3790

Patricia C. Ohlendorf University of Texas at Austin
Vice President of Legal Affairs
314 West 11th Street
Main Building
Austin, Texas, 78712
Pohlendorf.austin.utexas.edu

Judy L. Alexander, LCSW
Child and Adult Psychotherapist
1706 Nueces Street
Austin, Texas, 78701



RECEIVED
COUNTY JUDGE'S OFFICE
11 JAN 31 PM 3:19

Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Loretta Farb, Commissioner Precinct 2 Office, 854-9222
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner
Sponsors: Commissioner Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT MAY SCHMIDT TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT MAY SCHMIDT TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

ENTER Amount of Funding, Source of Funding, Previously Approved by Commissioners Court (Earmark?), Annualized Amount, Current Budget

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:21 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:21 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name MAY SCHMIDT
Address 1104 MAUFRAIS ST City AUSTIN State TX Zip 78703
Home Phone 512-478-4898 Work Phone _____ Cell 512-560-8653
Email Address mayschmidt@aol.com
(Email and internet access is not mandatory, but highly recommended.)

In which Travis County Precinct do you reside?

1 2 3 4 Not sure I am not a resident of Travis County

Have you ever served on a county-appointed board? Yes No

If yes, which one/s? Travis County Child Welfare Board
Travis County Historical Commission

Have you ever served on a county historical commission (CHC)? Yes No

If yes, where and for how long? Travis County (8 years to present)

Hours you are prepared to volunteer each month:

1-10 11-20 21-30 31-40 41-50 51-60 61-70 70+

Briefly explain your interest in being appointed to the Travis CHC:

To continue working on our current projects & to
~~serve~~ serve as an advocate for local history and
historic preservation

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations Archeological Steward
with Texas Historical Commission ; State Board Texas
PTA; Board, Texas Archeological Society

Current or former occupation/s Retired Librarian

Current or former employer/s Austin Public Library; Texas
Archeological Research Laboratory (UT Austin)

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

B.A., M.A., M.L.S. UT Austin

Other experience or training that might add to the livelihood of the CHC?

currently serving on Certified Local Government Committee
17 years at the Austin History Center

Special Interests/Hobbies: Archeology

Signature Schmidt

Date 11-08-2010

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men By These Present

Mary Schmidt has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10 day of Nov, 2010.

Mary Schmidt
Signature of Applicant
Nov 10 2010
Date

Personally appeared before the undersigned, Mary Schmidt
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

H. Willard Beall
Notary Public, Travis County, Texas

My commission expires Nov 2014



RECEIVED
COUNTY JUDGE'S OFFICE
11 JAN 31 PM 3:19

Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Loretta Farb, Commissioner Precinct 2 Office, 854-9222
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner
Sponsors: Commissioner Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT ROSEMARY MORROW TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT ROSEMARY MORROW TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:27 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:27 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name Rosemary Morrow
Address 14513 Robert I. Walker Blvd. City Austin State TX Zip 78728
Home Phone 512.251.7212 Work Phone 512.463.7649 Cell _____

Email Address rosemary.morrow@tea.state.tx.us
(Email and internet access is not mandatory, but highly recommended.)

In which Travis County Precinct do you reside?

1 2 3 4 Not sure I am not a resident of Travis County

Have you ever served on a county-appointed board? Yes No

If yes, which one/s? Travis County Historical Commission

Have you ever served on a county historical commission (CHC)? Yes No

If yes, where and for how long? Travis County since 1994

Hours you are prepared to volunteer each month:

1-10 11-20 21-30 31-40 41-50 51-60 61-70 70+

Briefly explain your interest in being appointed to the Travis CHC:

As a long-time social studies teacher and administrator in Austin ISD, I have had a strong interest in local, state, national, and international histories. I currently am the Director of Social Studies, ^{in the} Division of Curriculum, at the Texas Education Agency.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations Heritage Society of Austin Board, Pioneer Farms Board of Governance

Current or former occupation/s Educator - Austin ISD, Texas Education Agency

Current or former employer/s _____

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

PhD - Curriculum & Instruction - UT Austin
MEd - History, Government - Southwest TX State
BA - History, Government - UT Austin

Other experience or training that might add to the livelihood of the CHC?

I have been serving on the Texas Historical Commission Preservation Advisory Board

Special Interests/Hobbies: Reading, walking, volunteering

Signature Rosemary Mousaw Date November 10, 2010

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Rosemary Morrow has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10th day of November, 2010.

Rosemary Morrow
Signature of Applicant
November 10, 2010
Date

Personally appeared before the undersigned, Rosemary Morrow
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

H. Willie Rudy
Notary Public, Travis County, Texas

My commission expires Nov 2014



RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Loretta Farb, Commissioner Precinct 2 Office, 854-9222
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner
Sponsors: Commissioner Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT NORA JACKSON TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO RE-APPOINT NORA JACKSON TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:31 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:31 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Travis County Historical Commission (CHC)
Formal Request for appointment
2011-2013

Name Nora Jackson

Address 11405 Parkfield Dr. City Austin State Tx Zip 78758

Home Phone _____ Work Phone ~~512-472-1196~~ Cell 512-656-2641

Email Address Noralee.jackson@aol.com
(Email and internet access is not mandatory, but highly recommended.)

In which Travis County Precinct do you reside?

- 1 2 3 4 Not sure I am not a resident of Travis County

Have you ever served on a county-appointed board? Yes No

If yes, which one/s? Travis County Historical Commission

Have you ever served on a county historical commission (CHC)? Yes No

If yes, where and for how long? about 5 yrs

Hours you are prepared to volunteer each month:

- 1-10 11-20 21-30 31-40 41-50 51-60 61-70 70+

Briefly explain your interest in being appointed to the Travis CHC:

As a lifelong resident of Travis County, I have an interest in its history, including its people and landmarks. I am interested in being re-appointed to Travis CHC.

BACKGROUND INFORMATION:

Experience with similar service-oriented organizations pastoral care committee - my church, outreach committee

Current or former occupation/s 15 yrs, teaching elementary school - AISD pre-school teacher currently

Current or former employer/s St. David's Episcopal Day School

Educational Background Indicate any professional degrees or certificates; indicate if you are currently enrolled in an educational program.

BA Elementary Education - Spanish Bilingual

Other experience or training that might add to the livelihood of the CHC?

Special Interests/Hobbies: Reading, time with family, history

Signature Nora Jackson Date Nov. 10, 2010

Travis County Historical Commission Appointment Request

NON-CONFLICT OF INTEREST AFFIDAVIT

Definition:

No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties."

Know All Men By These Present

Nora Jackson has read and understands the definition shown above as it relates to any possible conflict of interest.

The undersigned makes this affidavit as specified of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this 10 day of November, 2010.

Nora Jackson
Signature of Applicant

11-10-10
Date

Personally appeared before the undersigned, Nora Jackson
Who after being duly sworn, deposes and states that the facts stated in the above affidavit are true.

Notary Public, Travis County, Texas

My commission expires November, 2014



RECEIVED
COUNTY JUDGE'S OFFICE

Travis County Commissioners Court Agenda Request

11 JAN 31 PM 3 19

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Loretta Farb, Commissioner Precinct 2 Office, 854-9222
Elected/Appointed Official/Dept. Head: Sarah Eckhardt, Precinct 2, Commissioner
Sponsors: Commissioner Eckhardt

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT LARAIN LASDON TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REQUEST TO APPOINT LARAIN LASDON TO SERVE ON TRAVIS COUNTY HISTORICAL COMMISSION EFFECTIVE IMMEDIATELY THROUGH JANUARY 31, 2013.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:39 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	01/31/2011 2:39 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Application for Appointment

Board/Commission:

Name (Last, First, Middle): LASDON, LARAINE (Kentridge)(M)	
Home Address (Street, City, Zip): 7134 Valburn Drive AUSTIN TX 78731	Home Phone: (512) 904-9019
Mailing Address (Street, City, Zip): 7134 Valburn Dr Austin TX 78731	Cell Phone: (512) 784-3657
Employer: Laraine Lasdon + Assoc. Inc.	Email: llasdon@austin.rr.com
Occupation: Consultant	FAX Number: 512 904-9019 (call first)

Are you a Travis County Resident?

Yes No

What Precinct do you live in?

Precinct 1 Precinct 2
 Precinct 3 Precinct 4

How much time can you devote each month?

5-8 hours 13-16 hours
 9-12 hours More than 16 hours
+ online work

Skills and Experience:

- | | | |
|--|--|--|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Finance/ Budget | <input checked="" type="checkbox"/> Marketing |
| <input type="checkbox"/> Administration Management | <input checked="" type="checkbox"/> Fund Raising | <input type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Government | <input checked="" type="checkbox"/> Public Relations |
| <input checked="" type="checkbox"/> Consulting | <input type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input checked="" type="checkbox"/> Public Speaking |
| <input checked="" type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input checked="" type="checkbox"/> Sales |
| | | <input checked="" type="checkbox"/> Writing/ Communication |
| <input type="checkbox"/> Other: _____ | | |



Application for Appointment

* Please describe your interest in serving on the Board/Commission and any qualifications, areas of expertise or special interests that relate to your possible appointment. Please specify any other board appointments (past or present) and length of service, if applicable.

Please review Attachment 1

References : please review Attachment Two

Please submit your resume with this application, with references and contact information.

I agree to file with the County Judge the attached non-conflict of interest affidavit prior to being considered for an appointment by Travis County. I further agree to file an amendment in the event my status should change during my tenure on a county board.

Signature: *Hasdon*

Date: *1/21/2011*

* Attachment 1 } Interests
Qualifications
Resume

Summary of Professional Background

Laraine Kentridge Lasdon has nearly thirty (30) years experience working with engineers, architects, land planners and construction companies and others who specialize in working with community colleges, universities, county courthouse projects, and other public and private sector projects. Many projects involve heritage and environmental issues including preservation, adaptive re-use, implementing new sustainable infrastructures and other issues (residential, public sector and commercial).

Laraine has provided fund raising strategies both professionally and as a volunteer to many organizations over the years.

She has served as a County Commissioner's aide (Precinct Two) performing legislative duties and as communications and constituent manager.

Laraine has published and written articles regarding public sector issues for a well respected journal, for several years. In addition she is currently studying art history as part of the Blanton Museum of Art docent program and was recently selected to serve as one of the presenters in the Speakers Bureau Program.

Legacy of Community Service

She is involved in city, county, and state policy issues taking on leadership roles and appointments on municipal boards and commissions and civic boards. She served on the American Youthworks Board (Charter school) of Directors with special interest in encouraging students to enter into community college programs or other higher education programs. Laraine was also appointed to the original Envision Central Texas Board, has served on the local ULI Board, the City's Board of Adjustments, Commission on the Status of Women and created and served as Chair for the Austin San Antonio Corridor Council Land and Greenspace Committee.

She has also served on the Board and Endowment Board of Ballet Austin and is currently serving on the Board of the Austin Chamber Music Center which provides performances and education in Travis, Hays and Williamson Counties.

Laraine currently serves on Austin Community College Center for Public Policy and Political Studies Board and is International VP on the Rotary Club of Austin Board of Directors.

Personal Facts

Laraine Lasdon was born and raised in Johannesburg, South Africa where she attended the University of the Witwatersrand. After working as Youth Director for an anti-apartheid political party, Laraine became extremely active politically in the United States, with particular interest in city, county and education and art, and cultural issues. Laraine is married to Professor Leon Lasdon, Bruton Chair of Information Management and Management Science, UT Business School – they have three daughters, Claire, Erica and Kim.

**TRAVIS COUNTY HISTORICAL COMMISSION
ATTACHMENT TWO**

REFERENCES:

Dr. Michelle Schumann
Director
Austin Chamber Music Center
Medical Parkway
Austin Tx
Ph. 512 963-2352

Barry Curlee
Rotary District 5870 Regional Co-ordinator
4121 Mek Drive,
Austin Tx 78731
Ph. 512 560-0800

Allen Kaplan
Trustee and Texas State Co-ordinator Community College Trustees
ACC Board of Directors
Middle Fiskville Rd,
Austin Tx
Ph. 512 695 6961

KGA Architecture
Riek Romito, Partner
Luma Jaffar, Associate AIA
Directors Blvd, Suite 770
Austin, Tx
Ph. 441-8200

NON-CONFLICT OF INTEREST AFFIDAVIT

DEFINITION:

“No County appointed official, whether paid or unpaid, shall engage in any business or transaction or shall have a financial or other personal interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.”

Know All Men by These Present

Laraine Lasdon has read and understands the definition shown above as it relates to any possible conflict of interest.

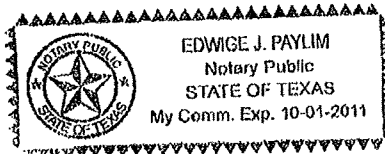
The undersigned makes this affidavit as specified to clearly state that his/her appointment to County LA Texas Historical Commission Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the ___ day of _____ 20__.

Lasdon
Signature of Appointee

1/25/2011
Date

Personally appeared before the undersigned, LARAINE LASDON, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 25 day of JANUARY 2011.



Edwige J. Paylim
Notary Public In and for The State of Texas

(seal)

STATEMENT OF INTEREST, GOALS AND TIME COMMITMENT

Applicant: Laraine Lasdon (Attachment)

Because I have worked with architects and in the "built environment" industry I have seen how important it is to preserve and protect structures and cultures in our communities both here in Travis County and across Texas.

It is also true that communicating on a more consistent basis with constituents and the general public about the value of historic preservation and making this part of the economic development dialogue as well as the cultural conversation would raise the level of importance of the issues facing the Commission.

Coming from a European background may provide some insights into the value of maintaining our historic past as an economic driver and how one might plan additional tourist and commercial applications of this for the prosperity of the County and the State.

I am studying Art and History at the Blanton Museum of Art and have found the public very receptive to learning more about these important ideas and issues that frame our culture and our County and indeed, our world view

GOALS FOR SERVING ON THE COMMISSION

I know that the Commission has many programs to address all the issues noted above and would like to become involved in these discussions to see how we might development new activities with existing programs and projects.

My goals would also include assisting with Fundraising, communications, marketing, developing a Speakers Bureau and other outreach activities to be determined by Commissioners.

MEETING COMMITMENT: I can commit to attending 80% of the meetings and to serving for a two year Term.

I look forward to learning more about the work of the Commission.

Laraine Kentridge Lasdon

Travis County Commissioners Court Agenda Request

Voting Session February 8, 2011 Work Session _____
 (Date) (Date)

I. A. Request made by: Steven M. Manilla, P.E. Phone # 854-9383
 Signature of Elected Official/Appointed Official/
 Executive Manager/County Attorney

B. Requested Text:

Approve setting a Public Hearing on Tuesday, February 22, 2011, to receive comments regarding a request to temporarily close Boyce Lane in Precinct One for bridge maintenance beginning March 14, 2011 and continuing through April 15, 2011 or until construction is completed.

C. C. Approved by: _____
 Ron Davis, Travis County Commissioner, Precinct One

II. A. Backup memorandum and exhibits should be attached and submitted with this Agenda Request (original and eight (8) copies of agenda request and backup).

B. Please list all of the agencies or officials names and telephone numbers that might be affected or be involved with the request. Send a copy of this Agenda Request and backup to them.

Don Ward, TNR (854-9317)
 David Greear, TNR (854-7650)
 Cheryl McVey, TNR Dispatch (854-9433)
 Austin Fire & TCSO Dispatch (974-0800)
 Manor ISD (278-4085)
 Manor Fire Dept., ESD #12 (272-4502)
 Greg Hamilton, County Sheriff, (854-9770)
 Stephanie Jensen, COA GIS (974-6446)

III. Required Authorizations: Please check if applicable:

Planning and Budget Office (854 -9106)

- Additional funding for any department or for any purpose
 Transfer of existing funds within or between any line item budget
 Grant

Human Resources Department (854 -9165)

- A change in your department's personnel (reclassifications, etc.)

Purchasing Office (854 -9700)

- Bid, Purchase Contract, Request for Proposal, Procurement

County Attorney's Office (854 -9415)

- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: This Agenda Request complete with the backup memorandum and exhibits should be submitted to the County Judges Office no later than 5:00 PM on Tuesday for the following week's meeting. Late or incomplete requests may be deferred to the next subsequent meeting.

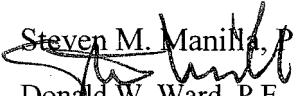


TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT
STEVEN M. MANILLA P.E., EXECUTIVE MANAGER

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
Phone: (512) 854 -9383
Fax: (512) 854 -4697

MEMORANDUM

January 24, 2011

TO: Members of the Commissioners Court
THROUGH:  Steven M. Manilla, P.E., Executive Manager
FROM: Donald W. Ward, P.E., Division Director, Road Maintenance and Fleet Services
SUBJECT: Temporary closure of Boyce Lane

PROPOSED MOTION:

Approve setting a Public Hearing on Tuesday, February 22, 2011, to receive comments regarding a request to temporarily close Boyce Lane in Precinct One for bridge maintenance beginning March 14, 2011 and continuing through April 15, 2011 or until construction is completed.

SUMMARY AND STAFF RECOMMENDATION:

Staff recommends closing Boyce Lane in order to perform maintenance on the abutments and wingwalls of the bridge on Boyce Lane located approximately 500 feet north of Farmhaven Road. Construction is scheduled to begin on March 14, 2011 and continue for an estimated 4 weeks to April 15, 2011, or until construction is completed.

ISSUES AND OPPORTUNITIES:

The road closure is necessary for the safety of the construction workers and the motoring public.

BUDGETARY ISSUE:

This closure will require some work by Travis County road maintenance crews to post public notices.

REQUIRED AUTHORIZATIONS:

This recommendation is made in accordance with Chapter 251 of the Transportation Code.

BACKGROUND:

N/A

EXHIBITS:

Area map showing closure location and detour route

Photos of Public Notice signs posted on Boyce Lane

Affidavit of Posting

cc: Don Ward, David Greear, Steve Schiewe

STATE OF TEXAS

§
§
§

COUNTY OF TRAVIS

ORDER _____

WHEREAS, Transportation and Natural Resources has recommended a temporary road closure of BOYCE LANE for bridge maintenance; and

WHEREAS, a public hearing was held on Tuesday, February 22, 2011, in the Commissioners' Court of Travis County, Texas, following required advance notice prior to the approval of this Order; then

BE IT THEREFORE ORDERED by the Commissioners' Court of Travis County, Texas, that the following road be temporarily closed as listed below:

PRECINCT 1:

Temporarily close Boyce Lane in Precinct One for bridge maintenance beginning March 14, 2011, and continuing through April 15, 2011 or until construction is completed.

PASSED AND ADOPTED THE _____ DAY OF _____, 2011.

Samuel T. Biscoe
County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gomez
Commissioner, Precinct 4

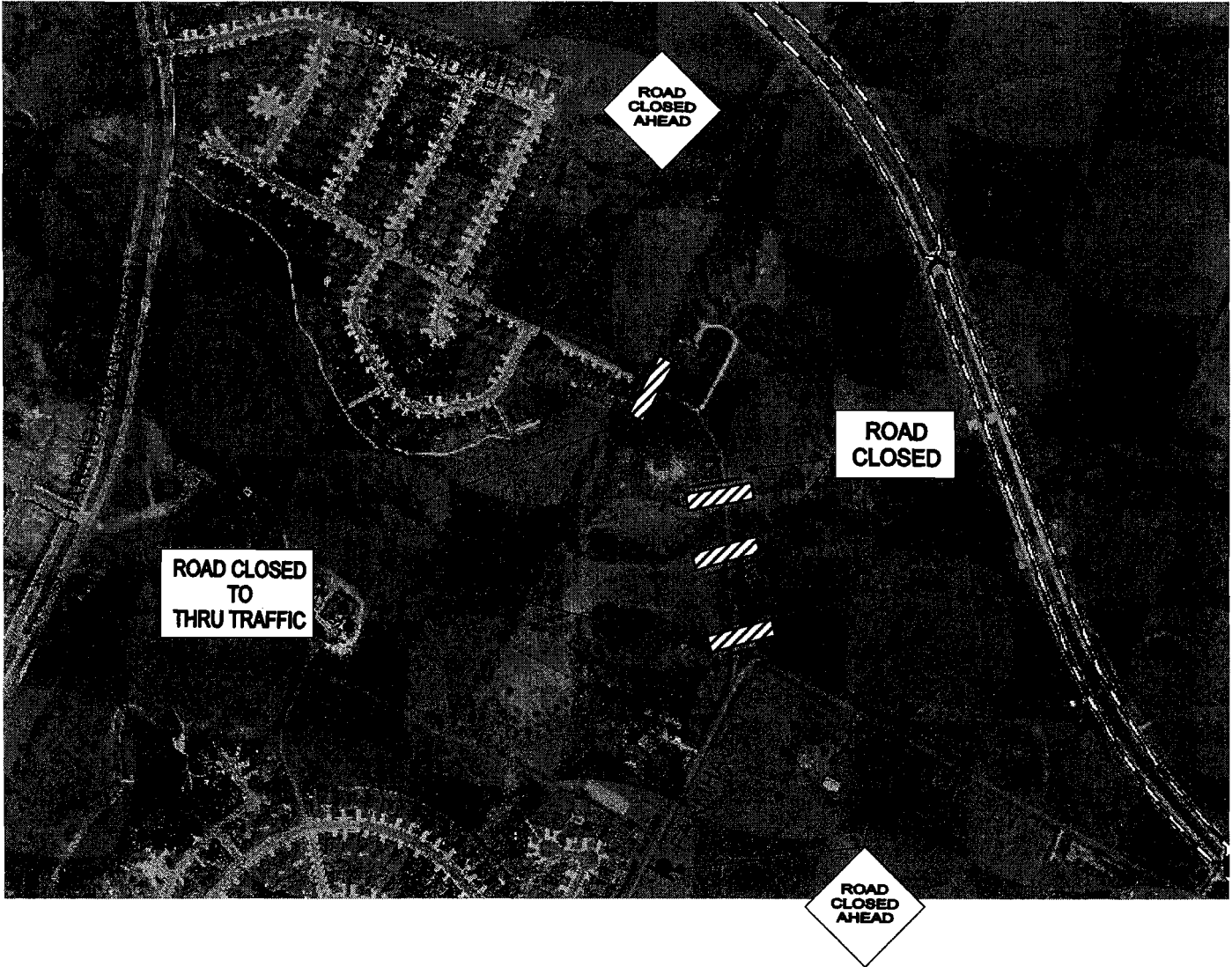


NOTICE OF PUBLIC HEARING

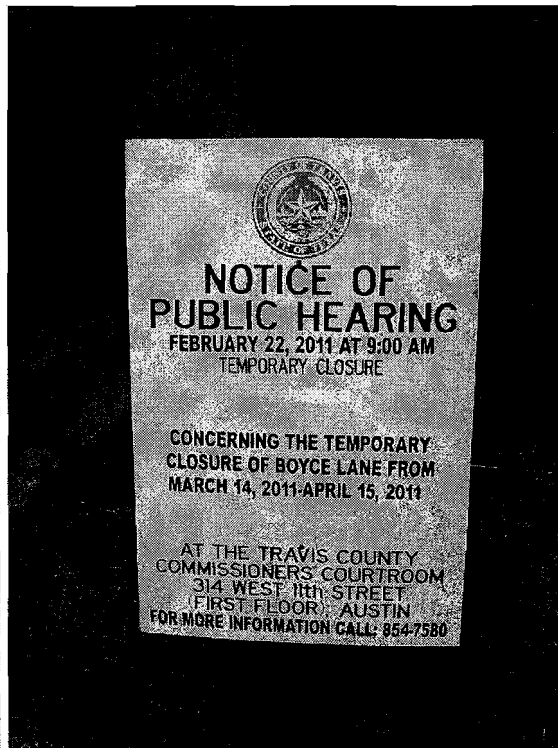
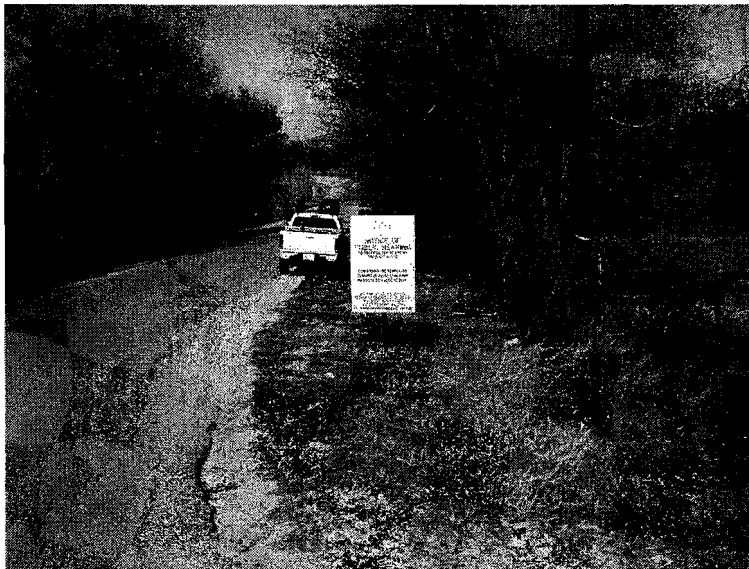
Notice is hereby given that the Travis County Commissioners' Court, Travis County, Texas, will hold a Public Hearing on Tuesday, February 22, 2011 at 9:00am to consider the temporary closure of BOYCE LANE for bridge maintenance.

The Public Hearing will be held in the Commissioners' Courtroom in the Travis County Administration Building (first floor), 314 West 11th Street, Austin, Texas.

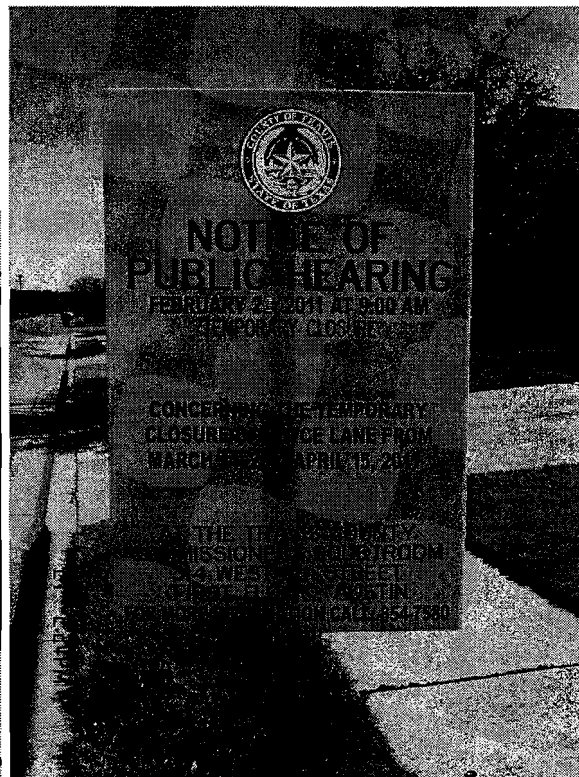
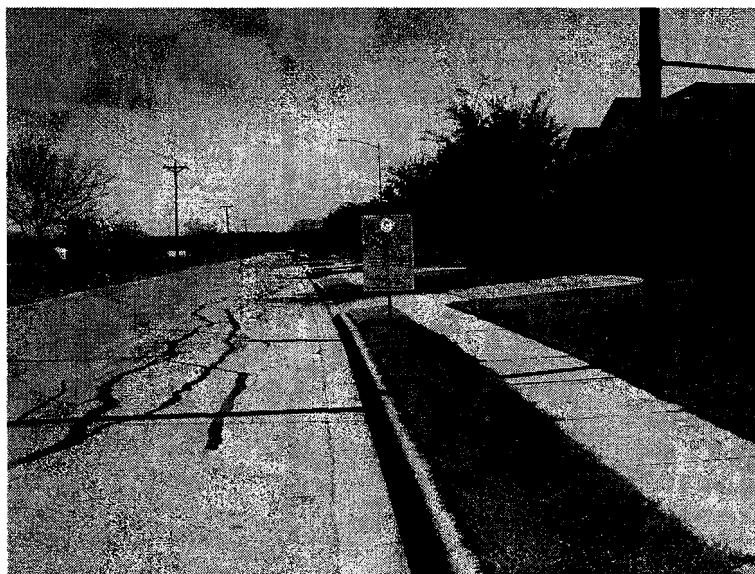
Temporary Road Closure on Boyce Lane



Westbound Boyce Lane



Eastbound Boyce Lane





TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E., Executive Manager
411 West 13th Street
Executive Office Building
P.O. Box 1748
Austin, Texas 78767
tel 512-854-9383
fax 512-854-4649

AFFIDAVIT OF POSTING

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

Public notices of Public Hearing for Temporary Road Closure were posted on

Jan. 26, 2011 at TWO locations on Boyce Lane,

this location being as near as practical to the area being affected.

CERTIFIED THIS THE 27 DAY OF January 2011.
(date) (month)

SIGNATURE: Jaime Garcia
NAME (print): Jaime Garcia
TITLE: Road Maint. Supervisor



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Gillian Porter, County Clerk's Office, 512-854-4722
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Session December 21, 2010.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

na

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

County Judge's Office	Cheryl Aker	Completed	02/02/2011 11:09 AM
Commissioners Court	Cheryl Aker	Pending	

MINUTES OF MEETING – DECEMBER 21, 2010

NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3

On Tuesday, the 21st day of December, 2010, the Commissioners' Court, meeting as the Northwest Travis County Road District No. 3 (Golden Triangle) Board of Directors, convened the Voting Session at 11:32 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Robert Resnick.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Northwest Travis County Road District No. 3 (Golden Triangle) at 11:32 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:32 AM)

Item 1 not needed.

2. APPROVE THE NORTHWEST TRAVIS COUNTY ROAD DISTRICT NO. 3 MINUTES FOR THE VOTING SESSION OF DECEMBER 7, 2010. (11:32 AM)

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Huber to adjourn the Voting Session of the Northwest Travis County Road District No. 3. (11:32 AM)

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Gillian Porter, CC Minutes Test group, 512-854-4722
Elected/Appointed Official/Dept. Head: Susan Bell, Chief Deputy
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve the Travis County Bee Cave Road District No. 1 Minutes for the Voting Sessions of December 21 and 28, 2010.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

na

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

County Judge's Office	Cheryl Aker	Completed	02/02/2011 11:10 AM
Commissioners Court	Cheryl Aker	Pending	

MINUTES OF MEETING – DECEMBER 21, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 21st day of December, 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 11:33 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputies Gillian Porter and Robert Resnick.

The Commissioners Court record notes that Precinct Two Commissioner Sarah Eckhardt and Precinct Four Commissioner Margaret Gómez were not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 11:33 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:33 AM)

Item 1 not needed.

2. APPROVE THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF DECEMBER 7, 2010. (11:33 AM)

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve Item 2.

Motion carried:

County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Davis **and seconded by** Commissioner Huber to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria). (11:33 AM)

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	absent
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge

MINUTES OF MEETING – DECEMBER 28, 2010

TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1

On Tuesday, the 28th day of December, 2010, the Commissioners' Court, meeting as the Travis County Bee Cave Road District No. 1 (Galleria) Board of Directors, convened the Voting Session at 11:26 AM in the Commissioners' Courtroom, 1st Floor of the Ned Granger Administration Building, 314 West 11th Street, Austin, Texas. Dana DeBeauvoir, County Clerk, was represented by Deputy Robert Resnick.

The Commissioners Court record notes that Precinct Four Commissioner Margaret Gómez was not present during this Voting Session.

The Road District Board of Directors adjourned the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria) at 11:27 AM.

1. APPROVE PAYMENT OF CLAIMS AND AUTHORIZE COUNTY TREASURER TO INVEST ROAD DISTRICT FUNDS. (11:26 AM)

Item 1 not needed.

2. APPROVE THE TRAVIS COUNTY BEE CAVE ROAD DISTRICT NO. 1 MINUTES FOR THE VOTING SESSION OF DECEMBER 14, 2010. (11:26 AM)

Motion by Commissioner Davis **and seconded by** Commissioner Huber to approve Item 2.

Motion carried: County Judge Samuel T. Biscoe	yes
Precinct 1, Commissioner Ron Davis	yes
Precinct 2, Commissioner Sarah Eckhardt	yes
Precinct 3, Commissioner Karen Huber	yes
Precinct 4, Commissioner Margaret J. Gómez	absent

ADJOURNMENT

Motion by Commissioner Huber **and seconded by** Commissioner Davis to adjourn the Voting Session of the Travis County Bee Cave Road District No. 1 (Galleria).
(11:27 AM)

Motion carried: County Judge Samuel T. Biscoe yes
 Precinct 1, Commissioner Ron Davis yes
 Precinct 2, Commissioner Sarah Eckhardt yes
 Precinct 3, Commissioner Karen Huber yes
 Precinct 4, Commissioner Margaret J. Gómez absent

MINUTES APPROVED BY THE ROAD DISTRICT BOARD

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
Prepared By: Harvey Davis, Corporations, 854-4743
Elected/Appointed Official/Dept. Head: Harvey Davis, Corporations & Assistant
Investment Manager
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request to submit an invoice to the owner of the Westchester Woods Apartments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Summary and Background Information:

On January 25, 2002, the Corporation issued \$15,750,000 in Bonds for the construction of a 250-unit multifamily residential development called Westchester Woods Apartments. The apartments are located at 19600 Heatherwilde in Pflugerville. The owner is Westchester Woods, LTD., a Texas limited partnership. The developer is Wendover Housing Partners, a company located in Lake Mary, Florida.

IRS informed the Corporation on March 31, 2010 that the Westchester Woods Bonds were selected for examination as part of a project to measure compliance with the arbitrage rebate requirements.

The Board authorized President Biscoe to execute a Power of Attorney (Form 2848) so that Cliff Blount, Harvey Davis and J. Mark Waterbury could represent the Corporation.

The IRS letter included an extensive document request list. We sent the documents requested to the IRS agent. We also answered additional questions from the agent. On January 19th, IRS notified the Corporation that the examination is complete and the bonds remain tax-exempt.

The developer per the bond documents is responsible for all expenses related to the examination. Accordingly, we request permission to send the developer an invoice for \$625. The invoice amount represents the compensation for 15 hours of the Corporation Administrator position. Cliff Blount will submit an invoice directly to the owner of Westchester Woods.

STAFF RECOMMENDATIONS:

approve

ISSUES AND OPPORTUNITIES:

see attachment

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Corporations	Harvey Davis	Completed	01/31/2011 7:24 PM
Planning and Budget Office	Leroy Nellis	Completed	02/01/2011 10:58 AM
County Judge's Office	Cheryl Aker	Completed	02/01/2011 2:25 PM
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY HOUSING FINANCE CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 8, 2011 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to submit an invoice to the owner of the Westchester Woods Apartments.

Approved by: _____
Signature of Samuel T. Biscoe, President


- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- ___ Additional funding for any department or for any purpose
- ___ Transfer of existing funds within or between any line item
- ___ Grant
- Human Resources Department (473-9165)
- ___ A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- ___ Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- ___ Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: February 8, 2011
TO: Board of Directors, Travis Housing Finance Corporation
FROM: Harvey L. Davis, Manager 
SUBJECT: IRS Examination – Westchester Woods Apartments

Summary and Background Information:

On January 25, 2002, the Corporation issued \$15,750,000 in Bonds for the construction of a 250-unit multifamily residential development called Westchester Woods Apartments. The apartments are located at 19600 Heatherwilde in Pflugerville. The owner is Westchester Woods, LTD., a Texas limited partnership. The developer is Wendover Housing Partners, a company located in Lake Mary, Florida.

IRS informed the Corporation on March 31, 2010 that the Westchester Woods Bonds were selected for examination as part of a project to measure compliance with the arbitrage rebate requirements.

The Board authorized President Biscoe to execute a Power of Attorney (Form 2848) so that Cliff Blount, Harvey Davis and J. Mark Waterbury could represent the Corporation.

The IRS letter included an extensive document request list. We sent the documents requested to the IRS agent. We also answered additional questions from the agent. On January 19th, IRS notified the Corporation that the examination is complete and the bonds remain tax-exempt.

The developer per the bond documents is responsible for all expenses related to the examination. Accordingly, we request permission to send the developer an invoice for \$625. The invoice amount represents the compensation for 15 hours of the Corporation Administrator position. Cliff Blount will submit an invoice directly to the owner of Westchester Woods.

cc: Cliff Blount, Esq.
Leroy Nellis, Budget Manager
Miguel Gonzalez, Sr. Financial Analyst



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

RECEIVED
COUNTY JUDGES
11 JAN 25 8:11:18

Travis County Finance Corporation
Attn: Samuel Biscoe
314 West 11th Street
Austin, TX 78701

Contact Name:

Carl R. Scott

Employee ID:

71-11249

Contact Telephone Number:

(501) 396-5933

Contact Address:

Internal Revenue Service

SE:T:GE:TEB:F:7225

700 W. Capitol Ave.

Little Rock, AR 72201

EIN: 74-2251757

Date: JAN 19 2011

Re: Notification of No Change Determination

Travis County Finance Corporation , \$15,000,000 Multifamily Housing Revenue
Bonds (Westchester Woods Apartments) Series 2002A

Dear Sir or Madam:

We have recently completed our examination of the bond issue(s) named above (the "Bonds"). As a result, we have made a determination to close the examination with no change to the position that interest received by the beneficial owners of the Bonds is excludable from gross income under section 103 of the Internal Revenue Code.

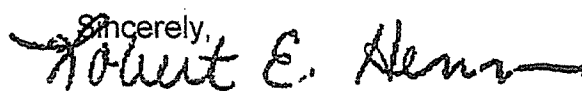
If the need arises to open another examination on the Bonds, any change resulting from the future examination may affect all open years of the beneficial owners of the Bonds.

A copy of this letter was sent to your representative pursuant to your power of attorney.

If you have any questions concerning this matter, please contact the person whose name and phone number are shown above.

Page 2

Thank you for your cooperation in this matter.

Sincerely,


Robert E. Henn
Manager, Field Operations
Tax Exempt Bonds

cc: J. Mark Waterbury, CPA



Travis County Commissioners Court Agenda Request

Meeting Date: 2/8/2011, 9:00 AM, Voting Session
 Prepared By: Harvey Davis, Corporations, 854-4743
 Elected/Appointed Official/Dept. Head: Harvey Davis, Corporations & Assistant
 Investment Manager
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve three invoices from the wellness budget.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The wellness program requests Board approval to pay three invoices:

\$1,000 for 40 sessions of strength and conditioning training;
 \$1,000 for 40 sessions of health camp workouts;
 \$3,374 for 45 yoga classes

The funds come from the \$32,050 wellness budget. The current balance of the wellness budget is \$28,255.

STAFF RECOMMENDATIONS:

Approve

ISSUES AND OPPORTUNITIES:

see attachment

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Corporations	Harvey Davis	Completed	01/31/2011 7:21 PM
Planning and Budget Office	Leroy Nellis	Completed	02/01/2011 11:07 AM
County Judge's Office	Cheryl Aker	Completed	02/01/2011 2:34 PM
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
AGENDA REQUEST

Work Session _____ Voting Session February 8, 2011 Executive Session _____
Date Date Date

- I. A. Request made by: Samuel T. Biscoe, President
Elected Official
- B. Requested Text: Consider and take appropriate action on request to approve three invoices from the wellness budget.

Approved by: _____
Signature of Samuel T. Biscoe, President

- II. A. Any backup material to be presented to the court must be submitted with this Agenda Request (Original and eight copies of agenda request and backup).
- B. Please list all of the agencies or officials' names and telephone numbers that might be affected by or involved with this request. Send a copy of this Agenda Request and backup to them:

III. Required Authorizations: Please check if applicable.

- Planning and Budget Office (473-9106)
- Additional funding for any department or for any purpose
- Transfer of existing funds within or between any line item
- Grant
- Human Resources Department (473-9165)
- A change in your department's personnel (reclassifications, etc.)
- Purchasing Office (473-9700)
- Bid, Purchase Contract, Request for Proposal, Procurement
- County Attorney's Office (473-9415)
- Contract, Agreement, Policy & Procedure

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted to the County Judge's office in writing by 5:00 PM on Tuesdays for the next week's meeting. Late or incomplete requests may be deferred to the next meeting.

TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION

DATE: February 8, 2011
TO: Board of Directors
FROM: Harvey L. Davis, Manager
SUBJECT: Wellness Program



Summary and Background Information:

The wellness program requests Board approval to pay three invoices:

\$1,000 for 40 sessions of strength and conditioning training;
\$1,000 for 40 sessions of health camp workouts;
\$3,374 for 45 yoga classes

The funds come from the \$32,050 wellness budget. The current balance of the wellness budget is \$28,255.

cc: Rodney Rhoades, Executive Manager, Planning and Budget
Dan Mansour, Risk and Benefits Manager
Leroy Nellis, Budget Director
Miguel Gonzalez, Sr. Financial Analyst



DYNAMIC SPEED
"Hard Work Pays- Off"

INVOICE

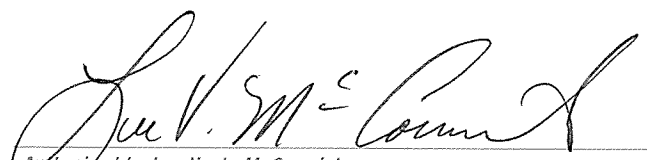
14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938

TO:
 Travis County Human Resource
 1010 Lavaca St.
 Austin, TX
 512.854.9239

HOURS	DESCRIPTION		UNIT PRICE	TOTAL
20	40 sessions	Strength & Conditioning Training (30 min. sessions)	40 units @\$25	\$1,000.00
		Cpt 97545 (Oct. 25th- December 17th 2010)		

SUBTOTAL	
SALES TAX	0.0
SHIPPING AND HANDLING	0.0
OTHER	
TOTAL	\$1,000.00

1. Copies of invoice will be updated monthly.
2. Unit price can be adjusted in accordance with the number of employees, entering the program.
3. Please notify me immediately if employee number changes and more units are needed.
4. Send all correspondence to:
 Lee Vesta McCormick
 14400A Charles Dickens Dr.
 Pflugerville, Tx 78660
 512.748.8470
 512.669.9938


 Authorized by Lee Vesta McCormick

12/14/2010



LIONHEART HEALTH

Invoice No. TC1

INVOICE

Customer

Name Travis County Human Resource
 Address 1010 Lavaca St.
 City Austin State TX ZIP _____
 ATTN: Human Resources 512-854-9239

Misc

Date 11/22/2010
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
40	Health Camp - two 30 minute sessions every Monday and Wednesday for 10 weeks from November 1, 2010 to January 5, 2011	\$ 25.00	\$ 1,000.00

SubTotal	\$ 1,000.00
Shipping	
TOTAL	\$ 1,000.00

Payment

Select One...

Comments _____
 Name _____
 CC # _____
 Expires _____

Tax Rate(s)



LIONHEART HEALTH - Deric Leon Williams
 18717 Dry Lake Lane, Pflugerville, TX 78660
 512-947-2628

Thank you!



Invoice

Date: January 25, 2011
INVOICE # [100]

ATTN: Zetta Garnett
Travis County
PO Box 1748
Austin TX 78767

Service	Payment Terms	Due Date
"Yoga at Lunch" classes	Due on receipt	December 10, 2010

Date	Description	Unit Price	Line Total
Nov 12	60 minute yoga class at Palm Square	\$75	\$75
Nov 19	60 minute yoga class at Palm Square	\$75	\$75
Nov 23	60 minute yoga class at Palm Square	\$75	\$75
Nov 30	60 minute yoga class at Palm Square	\$75	\$75
Nov 1	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 3	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 8	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 10	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 15	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 17	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Nov 29	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Total			\$1,350

Make all checks payable to Seva Yoga

Thank you for choosing Seva Yoga's "Yoga at Lunch"!

Seva Yoga 1705 Graywood Cove, Austin TX 78704 512-796-4950 512-445-7535



Invoice

Date: January 25, 2011
INVOICE # 101

ATTN: Zetta Garnett
Travis County
PO Box 1748
Austin TX 78767

Service	Payment Terms	Due Date
"Yoga at Lunch" classes	Due on receipt	January 14, 2010

Date	Description	Unit Price	Line Total
Dec 3	60 minute yoga class at Palm Square	\$75	\$75
Dec 7	60 minute yoga class at Palm Square	\$75	\$75
Dec 10	60 minute yoga class at Palm Square	\$75	\$75
Dec 14	60 minute yoga class at Palm Square	\$75	\$75
Dec 17	60 minute yoga class at Palm Square	\$75	\$75
Dec 21	60 minute yoga class at Palm Square	\$75	\$75
Dec 28	60 minute yoga class at Palm Square	\$75	\$75
Dec 1	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 6	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 8	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 13	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 15	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 27	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Dec 29	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Total			\$1,575

Make all checks payable to Seva Yoga

Thank you for choosing Seva Yoga's "Yoga at Lunch"!

Seva Yoga 1705 Graywood Cove, Austin TX 78704 512-796-4950 512-445-7535



Invoice

Date: January 25, 2011
 INVOICE # 103

ATTN: Zetta Garnett
 Travis County
 PO Box 1748
 Austin TX 78767

Service	Payment Terms	Due Date
"Yoga at Lunch" classes	Due on receipt	February 3, 2010

Date	Description	Unit Price	Line Total
Jan 4	60 minute yoga class at Palm Square	\$75	\$75
Jan 7	60 minute yoga class at Palm Square	\$75	\$75
Jan 3	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Jan 5	Two 45 minute yoga classes at 5131 Airport Blvd	\$75	\$150
Total			\$450

Make all checks payable to Seva Yoga

Thank you for choosing Seva Yoga's "Yoga at Lunch"!

Seva Yoga 1705 Graywood Cove, Austin TX 78704 512-796-4950 512-445-7535



HRMD

Human Resources Management Department

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 26, 2011

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager *DM*

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payments for the onsite Yoga at Work Program. This is for 29 days, 45 sessions of Yoga put in place for our employees to get active and stay fit.

Per the attached invoices, I am requesting a check to be issued as follow:

Seva Yoga \$ 3,375.00 (45 sessions @\$75)

Please let me know if you need additional information.



HRMD

Human Resources Management Department

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 26, 2011

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager *DLM*

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 20 days, 40 sessions cardio program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Deric Williams \$ 1000.00 (40 sessions @\$25)

Please let me know if you need additional information.



HRMD

Human Resources Management Department

1010 Lavaca Street

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

January 26, 2011

TO: Harvey Davis, Corporations Administrator

FROM: Dan Mansour, Risk and Benefits Manager *DM*

SUBJECT: Wellness Program Expense

Please prepare an agenda item to approve payment for the onsite Group Exercise trainer. This is for 20 days, 40 sessions cardio program put in place for our employees to get active and stay fit.

Per the attached invoice, I am requesting a check to be issued as follow:

Lee McCormick \$ 1000.00 (40 sessions @\$25)

Please let me know if you need additional information.