



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session

Prepared By: Juanita Jackson, Health and Human Services and Veterans Service, 854-4467

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

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

INTRODUCE ABIGAIL SMITH, THE NEW CHIEF ANIMAL SERVICES OFFICER AT THE TOWN LAKE ANIMAL CENTER.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Abigail Smith - Biography

Abigail Smith has six years experience in animal care services, serving as the Executive Director of the SPCA of Tompkins County in Ithaca, New York. The Tompkins County SPCA is completing its tenth year of operation as an open admission "No Kill" shelter. Ms. Smith's focus has been on three major initiatives - animal control contracts, fundraising and spay/neuter programs. Her organization has 32 staff members and serves an average of 3,000 animals per year. She worked with Cornell University College of Veterinary Medicine Program to implement a comprehensive shelter medicine program; created and strengthened collaborative partnerships; expanded humane education programs; and secured \$38,000 in county funding for the TNR program for feral cats. She has extensive experience working with rescue groups. From 2004-2007, Ms. Smith served as Director of Development and Marketing and Manager of the Volunteer Program for the New Hampshire SPCA. From 1999 - 2003 she was Interim Executive Director and Director of Development for the Sexual Violence Center in Minneapolis, MN. Previous work experience includes special event planning, owner of Mill City Café (1995-96) and Director of Finance for Apartment Home Equity (1993-1995). She has been a presenter at numerous conferences including the National No Kill conference in August 2010 where she spoke on the topic of "90% Club: Sustaining No Kill in an Open Admissions Shelter." Ms. Smith has a Bachelor of Arts degree in Philosophy, Pre Medicine and English from Hamline University. She is a current member of Society of Animal Welfare Administrators, National Animal Control Association, New York Animal Protection Federation and the Ithaca Rotary Club.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Health and Human Services and Veterans Service	04/23/2011 2:03 PM	Sherri Fleming	Completed
Health and Human Services and Veterans Service	04/25/2011 3:42 PM	Sherri Fleming	Completed
County Judge's Office	Cheryl Aker	Completed	04/26/2011 1:12 PM
Commissioners Court	Cheryl Aker	Pending	

Abigail L. Smith

196 Wood Road
Freeville, New York 13068
(607) 592-5023
thebeezus@yahoo.com

SUMMARY

Passionate, committed Animal Welfare professional with extensive experience in administration, shelter management, animal control, fundraising, marketing, program development, community relations and outreach.

EXPERIENCE

2007-Present Tompkins County SPCA Ithaca, NY

Executive Director

- Administration of a \$1.4M Agency employing 32 staff.
- Maintained a 92% or better live release rate serving an average of 3,000 animals annually in an open-admissions animal control shelter. Live release rate in 2009 was 94%.
- Increased fundraising by 38% from \$500,000 to over \$800,000 annually.
- Increased spay/neuter surgeries for animals of low income community members 50% by expanding and fully funding the Agency's Spay/Neuter Program.
- Implemented comprehensive shelter medicine program in collaboration with Cornell University College of Veterinary Medicine's Maddie's Shelter Medicine Program.
- Implemented a comprehensive behavior program that includes evaluation of cats and dogs and behavior modification programs for dogs in need.
- Enhanced and expanded Barn Cat Program and foster network for kittens.
- Created and strengthened collaborative partnerships with social service providers and law enforcement agencies including Tompkins County Health and Human Services, Tompkins County Sheriff's Department, Tompkins Neighborhood Legal Services/Womens Shelter and the Office of the District Attorney.
- Expanded Humane Education programs and launched Summer Camp for kids, Story Time for youth ages 2-5, and created the Junior Volunteer Program.
- Established working partnerships with community organizations including the Finger Lakes Kennel Club, Ithaca Dog Training Club, Cayuga Dog Rescue and multiple cat rescue groups.
- Successfully negotiated a 38% increase in animal control contract revenue.
- Secured \$38,000 in County funding for the Agency's Trap Neuter Vaccinate and Return program for feral/community cats.
- Founding member and current Vice President of the New York State Animal Protection Federation.
- Speaker at the National No Kill conference in Washington DC August 2009 presenting workshops on the topics of "Overcoming Obstacles: working with Government" and "No Kill Success: working with Rescue Groups".
- Presenter at the HSUS Animal Expo May 2010 on the topic of Sustainable No Kill Communities.
- Presenter at the 2010 No Kill Conference August 2010 on the topic "90% Club: Sustaining No Kill in an Open Admissions Shelter".
- Presenter at the 2010 Best Friends Animal Society's No More Homeless Pets Conference on the topic "How Volunteers and Shelters Can Get the Most Out of Working Together".

2004-2007 New Hampshire SPCA Stratham, NH

Director of Development and Marketing, Manager Volunteer Program

- Responsible for raising \$800,000+ of annual \$1.2M operations budget.
- Management of Annual Fund, town appropriations/contracts, events, marketing, volunteer program, sponsorships, planned giving and endowment campaign.
- Created and maintained a strong focus on stewardship initiatives.
- Coordination of the Development Committee of the Board of Directors.
- Experienced grant writer, newsletter editor, event and project manager.
- Liaison/spokesperson for all media and press contacts, public relations manager.
- Manager of a staff of six with volunteer pool of 200+.
- Member of the Disaster Response Team performing animal rescue.

1999- 2003 Sexual Violence Center (SVC) Minneapolis, MN

Interim Executive Director

- Responsible for successful transition of leadership in mid-sized non-profit.
- Restructured programs and personnel to best fit funding climate and ensure continued service provision with two offices in tri-county area.
- Liaison between staff and volunteers, Board of Directors, State Legislators, County Agencies and Private and Individual Funders.
- Responsible for all aspects of agency including finances, programs, personnel, public relations and compliance with State and Federal regulations.
- Managed staff of 21 with a volunteer pool of 80+.

Director of Development

- Managed all aspects of fundraising to maintain and grow \$650K annual budget.
- Responsible for Foundation, Corporate, Government and Private fundraising.
- Created and implemented special events for marketing and fundraising purposes.
- Worked in coordination with Program Managers to develop program concepts and budgets, including new Youth Initiatives department.
- Successfully maintained all private grant agreements and government contracts.
- Responsible for financial reporting to all funders, SVC's Board of Directors, State and County agencies, Financial Institutions and auditors.

1998-1999 Backstage@Bravo Minneapolis, MN

Catering Sales Manager

- Event planning, Venue Sales, Interdepartmental staff coordination, policy and procedure development and implementation.

1997-1998 The Kydd Group Minneapolis, MN

Special Projects Manager

1996-1997 Loconda di Giorgio, Inc. Edina, MN

General Manager

1995-1996 Mill City Café, Inc. St. Paul, MN
Owner, General Manager

1993-1995 Apartment Home Equity, Inc. Edina, MN
Director of Finance

EDUCATION

Hamline University St. Paul, MN
▪ B.A., Philosophy, Pre Medicine, English

SKILLS

- Budget development and management
- Business planning
- Goal setting and prioritization
- Brand development
- Public speaking
- Fundraising
- Media relations including radio, television and print
- Contract negotiation and vendor management
- Staff development and empowerment
- Program development and implementation

ASSOCIATIONS

Current Member—SAWA, NACA, New York Animal Protection Federation, Ithaca
Rotary Club



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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	04/25/2011 11:20 AM
Emergency Services	Danny Hobby	Completed	04/26/2011 4:45 PM
County Judge's Office	Cheryl Aker	Completed	04/27/2011 8:09 AM
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 June 1, 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.

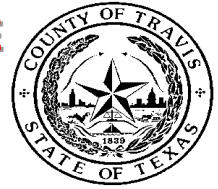
ORDERED THIS 3rd DAY OF MAY 2011.

TRAVIS COUNTY COMMISSIONERS COURT

By: _____
Samuel T. Biscoe, County Judge

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: April 25, 2011

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

The current Burn Ban expires May 4, 2011.

At the time of the preparation of this agenda item, the KBDI in Travis County is 617 on average. Some areas of Travis County are as high as 662. The 14 day outlook provided by Texas Forest Service keeps Travis County in a range over 600.

210 Counties in Texas are under bans on outdoor burning. Every county in Texas is considered to be in drought conditions. An "Exceptional" drought condition is the worst condition on the scale. Travis County is in the "Extreme" drought condition, which is one level below Exceptional.

Our year-to-date rainfall totals have left us several inches behind our annual average. The lack of local rainfall has left us with very dry fuel conditions. Both large and small fuels can be expected to ignite very quickly and burn vigorously in current conditions.

In 2011 thus far, 6,272 fires have burned 1,838,797 acres and have destroyed 902 structures.

At the time of this memo my recommendation is to extend the burn ban by having a new Burn Ban put in place. The new ban, if approved will expire June 1, 2011.

Thank you
Hershel Lee
Fire Marshal



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Edith Moreida, Commissioner Precinct 4 Office, 854-9444
Elected/Appointed Official/Dept. Head: Margaret J. Gómez, Precinct 4, Commissioner
Sponsors: Commissioner Gómez

AGENDA LANGUAGE:

APPROVE PROCLAMATION RECOGNIZING THE TWENTY FIFTH ANNUAL "CINCO DE MAYO" CELEBRATION IN TRAVIS COUNTY AND THE 16TH ANNUAL "COMBINED CITY/COUNTY CINCO DE MAYO CELEBRATION."

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Enter Background/Summary of Request and Attachments here

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

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 4 Office	Margaret J. Gómez	Completed	04/26/2011 10:20 AM
Commissioner Precinct 4 Office	Margaret J. Gómez	Completed	04/26/2011 10:21 AM
County Judge's Office	Cheryl Aker	Completed	04/26/2011 11:11 AM
Commissioners Court	Cheryl Aker	Pending	

Travis County Commissioners Court

Proclamation

WHEREAS, 2011 marks the 149th anniversary of the Battle of Puebla, in which men and women led by General Ignacio Zaragosa from Goliad, Texas, successfully defended themselves against French troops, and

WHEREAS, Twenty-five years ago, Travis County began hosting a Cinco de Mayo celebration in order to keep alive the spirit of community that is signified by the Battle of Puebla, and to recognize the men and women who fought, as well as those who still work to ensure our freedom, and

WHEREAS, This year's event marks the sixteenth annual combined City of Austin & Travis County celebration, and is sponsored by many Elected and Appointed officials and Department heads, along with the Downtown Austin Alliance, and

WHEREAS, Travis County will celebrate "Cinco de Mayo" at Wooldridge Park from 11:00a.m. - 2:00p.m. on Friday, May 6th featuring a Mariachi and folklorico dancers, Johnny Degollado & Conjunto, and plenty of food booths and refreshments.

NOW, THEREFORE, BE IT PROCLAIMED, THAT THE TRAVIS COUNTY COMMISSIONERS COURT DOES HEREBY RECOGNIZE THE 149TH ANNIVERSARY OF CINCO DE MAYO, AND ENCOURAGES ALL CITIZENS TO PARTICIPATE IN FRIDAY'S FESTIVITIES.

IN WITNESS WHERE OF, WE HAVE HERE UNTO SET OUR HANDS THIS 3rd DAY OF MAY 2011.

SAMUEL T. BISCOE
County Judge

RON DAVIS
County Commissioner, Pct. 1

KAREN HUBER
County Commissioner, Pct. 3

SARAH ECKHARDT
County Commissioner, Pct. 2

MARGARET J. GÓMEZ
County Commissioner, Pct. 4



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Yolanda Reyes, Planning and Budget Office, 854-9106
Elected/Appointed Official/Dept. Head: Rodney Rhoades, County Executive
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:

Please see attached documentation.

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	Completed	04/26/2011 4:01 PM
Planning and Budget Office	Leroy Nellis	Completed	04/26/2011 4:19 PM
Planning and Budget Office	Rodney Rhoades	Completed	04/26/2011 4:20 PM
Planning and Budget Office	Jessica Rio	Completed	04/26/2011 4:01 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

BUDGET AMENDMENTS AND TRANSFERS

FY 2011

5/3/2011

AMENDMENTS

BA #	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9838	Reserves	Smart Bldg FAC Maint		\$ 38,500	1
		001	1415	525	3011	Facilities	Bldg. Maint. Equip/Supp	\$ 38,500		

TRANSFERS

BA #	Project Code	FUND	DEPT/DI	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
T1		007	1407	525	0701	Facilities	Reg.Salaries- Permn Emp		\$ 60,000	4
		007	1407	525	4021	Facilities	Property Mngt Svcs	\$ 60,000		

FUND TRANSFERS

BA #	Project Code	FUND	DEPT/DI	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
FT1	WPN002	737	0000	255	3101	LCRA Escrow	Arkansas Bend		\$ 391.32	6
		001	4945	339	2010	TNR	Park Fees	\$ 391.32		
FT2	WPN003	737	0000	255	3102	LCRA Escrow	Bob Wentz		\$ 10,776.35	6
		001	4945	339	2010	TNR	Park Fees	\$ 10,776.35		
FT3	WPN004	737	0000	255	3103	LCRA Escrow	Cypress Creek		\$ 895.17	6
		001	4945	339	2010	TNR	Park Fees	\$ 895.17		
FT4	WPN008	737	0000	255	3104	LCRA Escrow	Hippie Hollow		\$ 27,379.70	6
		001	4945	339	2010	TNR	Park Fees	\$ 27,379.70		
FT5	WPN010	737	0000	255	3105	LCRA Escrow	Mansfield Dam		\$ 26,721.57	6
		001	4945	339	2010	TNR	Park Fees	\$ 26,721.57		
FT6	WPS003	737	0000	255	3106	LCRA Escrow	Pace Bend		\$ 66,702.07	6
		001	4945	339	2010	TNR	Park Fees	\$ 66,702.07		
FT7	WPN013	737	0000	255	3107	LCRA Escrow	Sandy Creek		\$2,763.43	6
		001	4945	339	2010	TNR	Park Fees	\$2,763.43		
FT8	N/A	737	0000	256	4000	LCRA Escrow	Interest		\$ -	6
		001	4945	339	2010	TNR	Park Fees	\$ -		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *D Ramirez*

DATE: April 26, 2011

RE: Request by FMD to use the SMART Building Facilities Maintenance Reserve to Purchase Eight Replacement Root Top Units

When Travis County leased the SMART Building to CSCD for operation, the lease requires CSCD to pay an annual maintenance fee (with an annual cost escalator) to cover all future maintenance costs for the facility. To keep this funding source whole over fiscal years, PBO established a special reserve for these funds that FMD may access as needed. The special reserve also allows any balance that may be left in the reserve to be carried into the next fiscal year.

FMD is requesting funding totaling \$38,500 to cover the replacement of eight Roof Top Units that are at their mechanical end of life. The current balance in this reserve is \$51,280. The balance after this request is approved will be \$12,780.

PBO recommends approval of this request.

cc: Leroy Nellis, Jessica Rio, PBO
Danny Hobby, Rodney Rhoades, County Executives
Roger El Khoury, John Carr, Amy Draper, FMD

Budget Adjustment: 26617

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

Author: 14 - DRAPER, AMY
Court Date: Tuesday, May 3 2011
Transfer from SMART Reserve for roof top units at SMART facility

Created: 4/25/2011 9:47:44 AM
Dept: RESERVES

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9838	SMART BLDG FAC MAINTNANCE			38,500
				38,500
To Account		Project		Amount
001-1415-525-3011	BUILDING MAINT EQUIP/SUPP			38,500
				38,500

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	4/25/2011 09:47:50 AM
DepOffice	14	AMY DRAPER	4/25/2011 09:47:51 AM
DepOfficeTo	14	AMY DRAPER	4/25/2011 09:47:53 AM

D. Garcia 4-26-11
Amy Draper 4-26-11

RECEIVED

11 APR 21 PM 11:47



FACILITIES MANAGEMENT DEPARTMENT

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

**TRAVIS COUNTY
PLANNING & BUDGET OFFICE**

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

MEMORANDUM

**FMD Project: SMART - General
File: 200**

TO: Rodney Rhoades, County Executive, Planning and Budget Office

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

FROM: John F. Carr, Administrative Director

DATE: April 19, 2011

SUBJECT: Funding Issue – SMART Building One
Allocate Available Funds – Maintenance Items

Facilities Management Department (FMD) requests your support in obtaining authorization to reallocate \$38,500 of the available funding for SMART Building Facility Maintenance from 001-9800-981-9838 to 001-1415-525-3011. This funding, which will come from the funding allocated for SMART maintenance, will be used to procure 4 – 10 ton Roof Top Units (RTUs), 2 – 4 ton RTUs and 2 – 3 ton RTUs. All of these units have exceeded their anticipated useful lifespan and should be replaced prior to failure. Failure of these units would result in a significant disruption to the operation of the SMART facility. FMD will work with Purchasing to competitively procure the RTUs, and then install the replacements RTUs.

Your support in obtaining approval for the allocation of the SMART Building Facility Maintenance funds to FMD for execution is appreciated. Please direct any questions on this request to Roger at 44579.

COPY TO:

Amy Draper, CPA, Financial Manager, FMD
Lloyd Evans, Maintenance Director, FMD
Diana Ramirez, Senior Budget Analyst, PBO



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Diana A. Ramirez, Sr. Budget Analyst *Durkin*

DATE: April 26, 2011

RE: Request to Internally Transfer Salary Savings for Property Management Services within the 700 Lavaca Special Revenue Fund (Fund 007)

With the Commissioners Court's recent approval of the contract extension for property management services at 700 Lavaca to Sentinel, additional budget is required in line item 007-1407-525-4021, Property Management Services, to cover the expense through the end of the fiscal year. FMD is requesting that lapsed salaries within the fund be used for this purpose. PBO concurs.

The annual cost of this contract will be built into the FY 12 budget for this special fund.

cc: Leroy Nellis, Jessica Rio, PBO
Danny Hobby, Rodney Rhoades, County Executives
Roger El Khoury, John Carr, Amy Draper, FMD

F

Budget Adjustment: 26602

Fyr_ Budget Type: 2011-Reg
PBO Category: Transfer
Just: Other

Author: 14 - DRAPER, AMY
Court Date: Tuesday, May 3 2011
Transfer budget for extended management agreement at 700 Lavaca

Created: 4/22/2011 10:28:57 AM
Dept: FACILITIES MANAGEMENT

From Account	Acct Desc	Project	Proj Desc	Amount
007-1407-525-0701	REG SALARIES-PERMNT EMPL			60,000
				60,000
To Account		Project		Amount
007-1407-525-4021	PROPERTY MANAGEMENT SVCS			60,000
				60,000

Approvals	Dept	Approved By	Date Approved
Originator	14	AMY DRAPER	4/22/2011 10:29:07 AM
DepOffice	14	AMY DRAPER	4/22/2011 10:29:08 AM

Dynamie 4-26-11
Henry Ellis 4-26-11

FUND TRANSFER FORM

Department Name: T.N.R.

RECEIVED

Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
 If yes, please check the appropriate blank below and attach copies of the agenda request and any supporting documentation submitted to the County Judge's Office.

APR 23 PM 3:32
TRAVIS COUNTY
PLANNING & BUDGET OFFICE

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #	Account Number				Project Number	Object Title	Reduction Amount	For PBO Use Only:	
	Fund	Dept/Div.	Act.	Ele/Obj.				Type	PBO Approval Analyst/Manager
1	FROM: 737	- 0000	- 255	- 3101	WPN002	LCRA Escrow Arkansas Bend	\$391.32	FT	<i>W. M. Druehl</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>W. M. Druehl</i>
2	FROM: 737	- 0000	- 255	- 3102	WPN003	LCRA Escrow Bob Wentz	\$10,776.35	FT	<i>W. M. Druehl</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>W. M. Druehl</i>
3	FROM: 737	- 0000	- 255	- 3103	WPN004	LCRA Escrow Cypress Creek	\$895.17	FT	<i>W. M. Druehl</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>W. M. Druehl</i>
4	FROM: 737	- 0000	- 255	- 3104	WPN008	LCRA Escrow Hippie Hollow	\$27,379.70	FT	<i>W. M. Druehl</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>W. M. Druehl</i>
5	FROM: 737	- 0000	- 255	- 3105	WPN010	LCRA Escrow Mansfield Dam	\$26,721.57	FT	<i>W. M. Druehl</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>W. M. Druehl</i>

JUSTIFICATION: Item #s: _____ Needs rebudgeting to meet commodity code requirements
 Other, please specify:

Types of Requests
 Transfer - TR
 Amendment - AM
 Discussion - DS
 Automatic - AU

FY2011 2nd Qtr net park revenue totaling \$135,629.61 from the LCRA Escrow Fund to the County's General Fund. This submission is in accordance with CC approval of May 17, 1999 considering and approving such quarterly transfers under agenda "Budget Transfers and Amendments".

Richard McDonald
 Signature of Elected/Appointed Official

04/22/11
 Date

FUND TRANSFER FORM

Department Name: T.N.R. Department Number: 49

Is this request related to a separate agenda item other than Budget Amendments and Transfers?
 If yes, please check the appropriate blank below and attach copies of the agenda request and all supporting documentation submitted to the County Judge's Office.

- Contract Pending
- Personnel Amendment
- Other, Please Specify:

ALL AMOUNTS MUST BE IN WHOLE DOLLARS

Item #	Account Number				Project Number	Object Title	Reduction Amount	For PBO Use Only:	
	Fund	Dept/Div.	Act.	Ele/Obj.				Type	PBO Approval Analyst/Manager
6	FROM: 737	- 0000	- 255	- 3106	WPS003	LCRA Escrow Pace Bend	\$66,702.07	ET	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
7	FROM: 737	- 0000	- 255	- 3107	WPN013	LCRA Escrow Sandy Creek	\$2,763.43	ET	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
8	FROM: 737	- 0000	- 256	- 4000	N/A	LCRA Escrow Interest	\$0.00	ET	<i>[Signature]</i>
	TO: 001	- 4945	- 339	- 2010		Park Fees			<i>[Signature]</i>
9	FROM: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
	TO: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
10	FROM: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____
	TO: _____	- _____	- _____	- _____	_____	_____	_____	_____	_____

JUSTIFICATION: Item #'s: _____
x Needs rebudgeting to meet commodity code requirements
 Other, please specify: _____

- Types of Requests**
- Transfer - TR
 - Amendment - AM
 - Discussion - DS
 - Automatic - AU

Signature on page 1
 Signature of Elected/Appointed Official _____

_____ Date

7

**Transportation & Natural Resources
LCRA/Travis County Parks
31-Mar-11**

FY 2011 2nd Qtr Transfer to General Fund & CIP

LCRA Parks Escrow Fund Account Number	Park	2nd Qtr Revenues 1/1/2011 through 3/31/2011	Adjustments *	Less: Pending FY 2011 LCRA Admin. Fee 2nd Qtr	Less: Pending 2nd Qtr Trsfr. to the CIP Fund 029	Amount to Transfer to General Fund Account No. 001-4945-339-2010
737-0000-255-3101	Arkansas Bend	481.00	-	<i>Estimated</i> (17.53)	(72.15)	391.32
737-0000-255-3102	Bob Wentz	13,412.00	-	(623.85)	(2,011.80)	10,776.35
737-0000-255-3103	Cypress Creek	1,204.00	-	(128.23)	(180.60)	895.17
737-0000-255-3104	Hippie Hollow	34,155.00	-	(1,652.05)	(5,123.25)	27,379.70
737-0000-255-3105	Mansfield Dam	33,562.00	-	(1,806.13)	(5,034.30)	26,721.57
737-0000-255-3106	Pace Bend	82,554.00	-	(3,468.83)	(12,383.10)	66,702.07
737-0000-255-3107	Sandy Creek	3,394.00	-	(121.47)	(509.10)	2,763.43
	Total:	\$168,762.00		(7,818.09)	(25,314.30)	\$135,629.61
737-0000-256-4000	Interest	290.66	(290.66)	-	-	-
	Total:	\$169,052.66	(290.66)	(7,818.09)	(25,314.30)	\$135,629.61

*Auditor correction-FY10-Sept 2010 Interest Allocation from \$1,483.70 to \$1,107.33 resulting in an excess transfer of \$376.37. This excess will be reduced by \$290.66 in the 2nd Qtr and the remaining \$85.71 in the 3rd Qtr due to insufficient interest balance.

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	Part of Ctr for Child Protection contract not covered by 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	Grant Reimbursement related to 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	Due Diligence for block at 3rd & Guadalupe
\$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
\$47,174	Various	2/3/11	Canceled Purchase Orders
\$1,273	Various	2/14/11	Canceled Purchase Orders
(\$110,000)	TNR	2/7/11	Lake Travis Eco. & Water Quality Study
\$9,068	Various	2/7/2011	Canceled Purchase Orders
(\$80,000)	Gen. Admin	3/1/2011	Vinson & Elkins
\$2,912	Various	3/5/2011	Canceled Purchase Orders
\$60	Various	3/15/2011	Canceled Purchase Orders
(\$81,000)	Facilities	4/12/2011	700 Lavaca parking garage painting
\$128,042	Various	4/11/2011	Canceled Purchase Orders
(\$30,774)	Facilities	4/19/2011	Palm Square Renovations - Bldg. Security
(\$68,887)	General Admin.	4/19/2011	Redistricting
\$23,184	Various	4/18/2011	Canceled Purchase Orders
\$79,193	Various	4/21/2011	Canceled Purchase Orders
(\$51,006)	Facilities	4/26/2011	Renovation-Granger Bldg. 5th floor
\$7,660,840	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
(\$16,732)	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

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

(\$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
(\$175,000)	Special Election for Senator Wentworth
(\$250,000)	Conservation Easement

(\$2,668,294) Total Possible Future Expenses (Earmarks)

\$4,992,546 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			Beginning Balance
(\$45,000)	Facilities	12/28/10	EOB - Safety Improvements
(\$135,000)	ITS	4/19/11	Video Surveillance Phase 2 of 3-IT Critical Infrastructure
\$316,980 Current Reserve Balance			

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

Amount	Explanation
(\$95,500)	Failing Vehicles
(\$90,000)	Guardrails
(\$90,000) Total Possible Future Expenses (Earmarks)	

\$226,980 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 (\$120,000)	General Admin	3/1/11	Beginning Balance Vinson & Elkins
\$1,980,000 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)

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Amount	Dept Transferred Into	Date	Explanation
\$48,595,756			Beginning Balance
(\$22,500,000)	Facilities	12/14/10	Reimbursement Resolution-Land in Central Austin for Courthouse
			Reimbursement Resolution- ITS
(\$754,400)	ITS	12/21/10	Equipment
(\$3,948,400)	TNR	12/21/10	Reimbursement Resolution- Vehicles
(\$1,358,648)	Facilities	3/22/11	Reimbursement Resolution-Improving county-owned buildings
(\$1,405,000)	TNR	3/22/11	Reimbursement Resolution-Road Projects
\$595,000	Facilities	4/22/2011	Return Reimbursement Resolution funds for Collier roof replacement
\$19,224,308 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

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: Norman McRee, Human Resources Management, 854-4821
 Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$429,984.91, for the period of April 15 to April 21, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

see attached

STAFF RECOMMENDATIONS:

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 \$429,984.91.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) - \$429,984.91

REQUIRED AUTHORIZATIONS:

Human Resources Management	Norman McRee	Completed	04/26/2011 1:14 PM
Human Resources Management	Dan Mansour	Pending	
Human Resources Management	Diane Blankenship	Pending	
Planning and Budget Office	Rodney Rhoades	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: May 3, 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: April 15, 2011 to April 21, 2011

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$429,984.91

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 \$429,984.91.

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
APRIL 15, 2011 TO APRIL 21, 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. FY Comparison of Paid Claims to Budget.**
- Page 5. Notification of amount of request from United Health Care (UHC).**
- Page 6. Last page of the UHC Check Register for the Week.**
- Page 7. List of payments deemed not reimbursable.**
- Page 8. Journal Entry for the reimbursement.**

TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS

DATE: May 3, 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: April 15, 2011
 TO: April 21, 2011

REIMBURSEMENT REQUESTED: \$ 429,984.91

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,636,023.18
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: April 19, 2011	\$ (1,203,323.54)
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 429,984.91
PAYMENTS DEEMED NOT REIMBURSABLE	\$ -
TRANSFER OF FUNDS REQUESTED:	\$ 429,984.91

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 \$26,616.24) 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 (\$63,539.03) 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 (\$4,870.84).

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.

Diane Blankenship 4/26/11
 Diane Blankenship, Director, HRMD Date

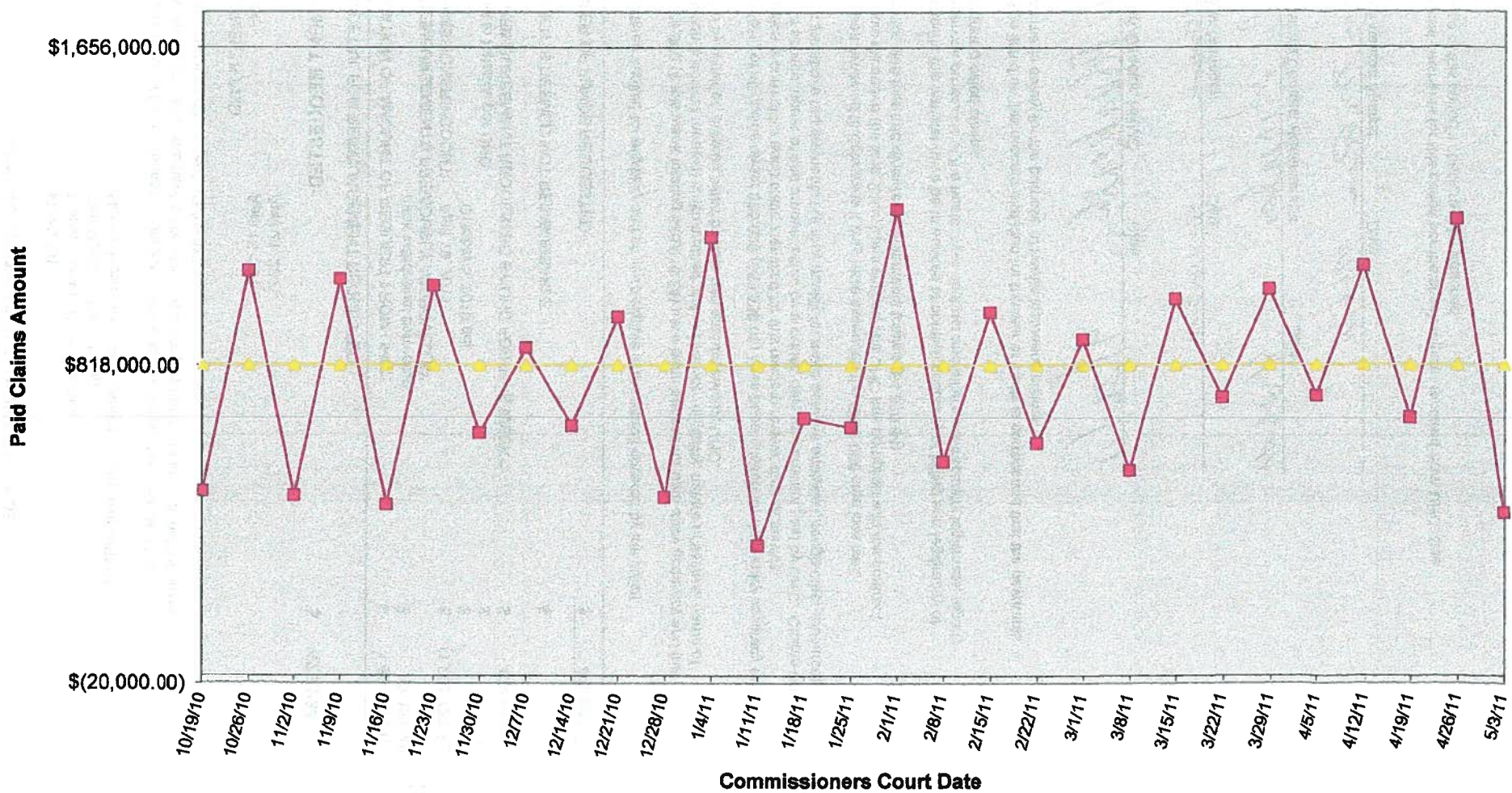
Dan Mansour 4-26-2011
 Dan Mansour, Risk Manager Date

Cindy Purinton 4-26-11
 Cindy Purinton, Benefit Contract Administrator Date

Norman McRee 4/26/11
 Norman McRee, Financial Analyst Date

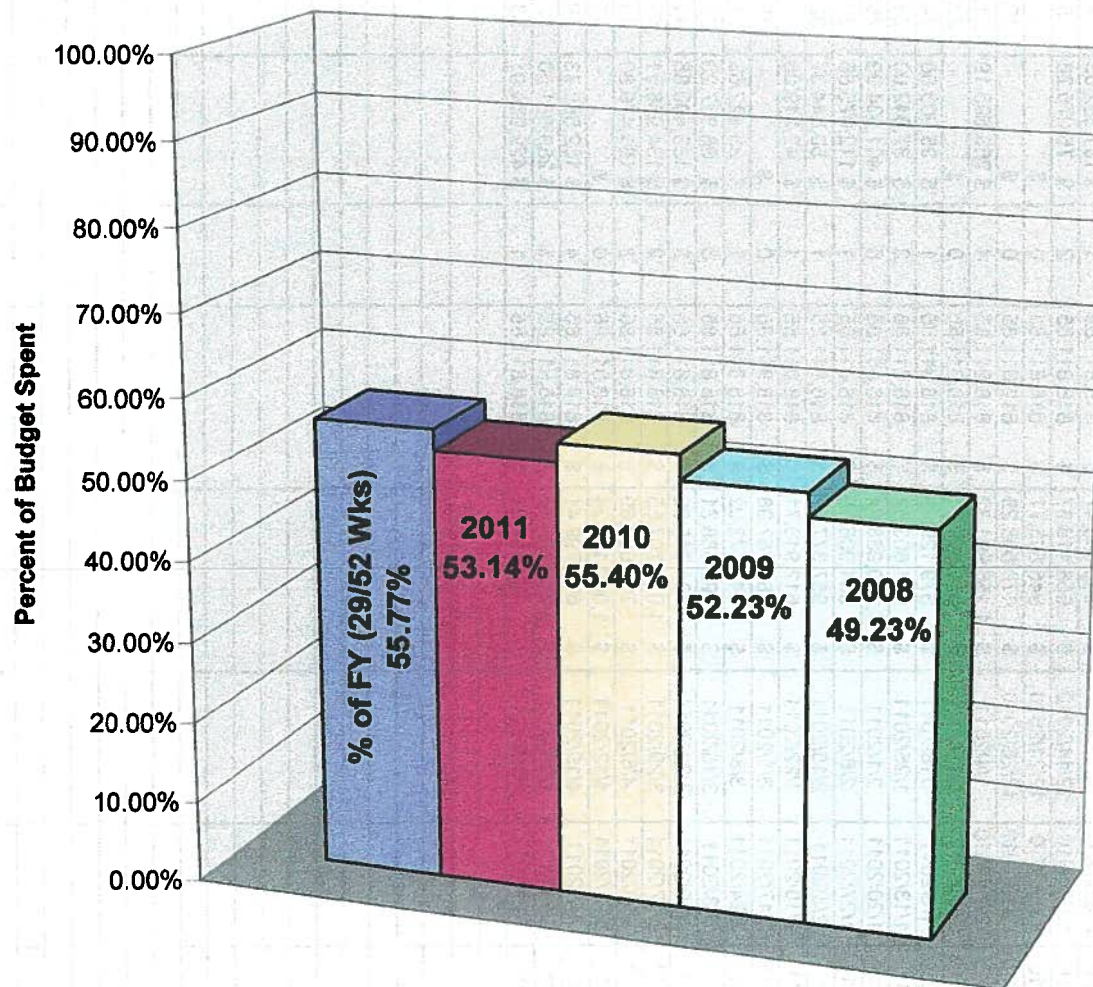
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

Travis County Employee Benefit Plan FY11 Paid Claims vs Weekly Claims Budget of \$818,811.85



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Comparison of Claims to FY Budgets Week 29



fr

From: <SIFSAX@UHC.COM>
To: <NORMAN.MCREE@CO.TRAVIS.TX.US>
Date: 4/22/2011 4:38 AM
Subject: UHC BANKING REPTS/C

TO: NORMAN MCREE
FAX NUMBER: (512) 854-3128
PHONE: (512) 854-3828

FROM: UNITEDHEALTH GROUP
AB5

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2011-04-22 **REQUEST AMOUNT:** \$1,636,023.18

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 0475012038 **ABA NUMBER:** 021000021
FUNDING **ADVICE FREQUENCY:** DAILY
FREQUENCY: FRIDAY **INITIATOR:** CUST **METHOD:** ACH **BASIS:** BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2011-04-21	\$328,758.73
- REQUIRED BALANCE TO BE MAINTAINED:	\$1,938,718.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,609,959.27
+ CURRENT DAY NET CHARGE:	\$26,063.91
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$1,636,023.18

ACTIVITY FOR WORK DAY: 2011-04-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$25,027.15	\$00.00	\$25,027.15
TOTAL:	\$25,027.15	\$00.00	\$25,027.15

ACTIVITY FOR WORK DAY: 2011-04-18

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$201,296.27	\$00.00	\$201,296.27

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2011_04_21

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	60214510	AH		8	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	QG	60214510	AH		1	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	PH	80945476	AI		11	4/6/2011	20	4/19/2011	4/21/2011
701254	632	0.01	QG	60214510	AI		2	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	QG	60214510	AI		2	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	PH	60865927	AA		6	4/8/2011	20	4/20/2011	4/21/2011
701254	632	0.01	QG	60214510	AE		8	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	QG	60214510	AE		9	4/18/2011	100	4/20/2011	4/21/2011
701254	632	0.01	QG	60214510	AE		6	4/18/2011	100	4/20/2011	4/21/2011
701254	632	-27.86	RJ	78835240	AH		8	4/15/2011	50	4/21/2011	4/21/2011
701254	632	-63.85	NN	SSN0000C	AL		0	4/14/2011	600	4/20/2011	4/21/2011
701254	632	-142.51		28 3877957	AA		8	4/15/2011	50	4/20/2011	4/21/2011
701254	632	-158.6	RJ	89902640	AH		1	8/23/2010	50	4/21/2011	4/21/2011
701254	632	-175.71	QG	40097170	AF		2	2/4/2011	50	4/19/2011	4/21/2011
701254	632	-601	NN	SSN0000C	AL		0	4/18/2011	600	4/22/2011	4/21/2011
701254	632	-689.13	RJ	89902640	AH		1	8/23/2010	50	4/18/2011	4/21/2011
701254	632	-705.05	RH	10165720	AE		7	4/12/2011	50	4/18/2011	4/21/2011
701254	632	-817	NN	SSN0000C	AL		0	4/18/2011	600	4/22/2011	4/21/2011
701254	632	-1490.13	NN	SSN0000C	AL		0	4/12/2011	600	4/18/2011	4/21/2011

429,984.91

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Travis County Hospital and Insurance Fund - County Employees

UHC Payments Deemed Not Reimbursable

For the payment week ending: 04/21/2011

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

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1052) Don't reimburse for long term care
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 1100) Don't reimburse for long term care

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 4/21/2011

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	62,471.65
	RR	
	526-1145-522.45-29	7,538.69
Total CEPO		\$70,010.34
EPO		
	EE	
	526-1145-522.45-20	114,600.15
	RR	
	526-1145-522.45-21	16,878.03
Total EPO		\$131,478.18
PPO		
	EE	
	526-1145-522.45-25	184,034.77
	RR	
	526-1145-522.45-26	44,461.62
Total PPO		\$228,496.39
Grand Total		\$429,984.91

Tuesday, April 26, 2011

Page 1 of 1



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine request from the Travis County Constable Precinct Three's Office for a variance to Travis County Code Chapter §10.0295, Peace Officer Pay Scale.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions - Pages 2 - 5.

B. Non-Routine Personnel Actions - Pages 6 - 10.

Constable 3 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (f)(2)(i), Slot 10, Deputy Constable, PG 61 to Deputy Constable Sr, PG 62 with less than two years of continuous service. PBO has confirmed funding.

Constable 3 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (f), Slot 33, Deputy Constable, PG 61, Step 1 to Deputy Constable Sr, PG 62, Step 3. PBO has confirmed funding up to step 3.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

REQUIRED AUTHORIZATIONS:

Human Resources Management	Todd Osburn	Pending
Human Resources Management	Diane Blankenship	Pending
Planning and Budget Office	Rodney Rhoades	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

May 3, 2011

ITEM # :

DATE: April 22, 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, County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 5.

B. Non-Routine Personnel Actions – Pages 6 – 10.

Constable 3 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (f)(2)(i), Slot 10, Deputy Constable, PG 61 to Deputy Constable Sr, PG 62 with less than two years of continuous service. PBO has confirmed funding.

Constable 3 requests an exception to Peace Officer Pay Scale (POPS) - Travis County Code § 10.0295 (f), Slot 33, Deputy Constable, PG 61, Step 1 to Deputy Constable Sr, PG 62, Step 3. PBO has confirmed funding up to step 3.

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
Civil Courts	131	Attorney I**	21 / \$56,000.00	21 / \$56,000.00
Emergency Services	41	Hazardous Material Coord	20 / Midpoint / \$60,663.62	20 / Midpoint / \$60,663.62
TNR	219	Records Analyst Assoc	15 / Level 5 / \$39,811.20	15 / Level 5 / \$39,811.20
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Constable 2	50010	Court Clerk I	13 / \$14.54	13 / \$14.54	05
County Clerk	20153	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20165	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20317	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20326	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20338	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	20354	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23107	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23120	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
County Clerk	23160	Elec Clk-Operations Clk III	12 / \$14.00	12 / \$14.00	02
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
District Clerk	50031	Court Clerk Asst	11 / \$12.70	11 / \$12.70	05
Fac Mgmt	20020	Groundskeeper	7 / \$11.00	7 / \$11.00	02
Fac Mgmt	20025	Groundskeeper	7 / \$11.00	7 / \$11.00	02
HHS	20078	Case Worker	15 / \$18.13	15 / \$18.13	02
HHS	50260	Interpreter Sign Language IV	22 / \$34.00	22 / \$34.00	05
PBO	20021	Financial Analyst Sr	19 / \$27.25	19 / \$27.25	02
TNR	20050	Park Tech II	10 / \$12.00	10 / \$12.00	02
TNR	20055	Park Tech II	10 / \$12.00	10 / \$12.00	02
**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
County Clerk	Slot 23068 / Elec Clk - Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 23211 / Elec Clk – Operations Clk III / Grd 12 / \$14.00	Election worker reassignment.
County Clerk	Slot 23075 / Elec Clk – Erly Vting Deputy / Grd 10 / \$12.00	County Clerk	Slot 20656 / Elec Clk – Operations Clk II / Grd 10 / \$12.00	Election worker reassignment.

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	264	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	506	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
* Actual vs Authorized						

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	980	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$48,506.02	\$52,590.72	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1555	Corrections Ofcr* / Grd 81	Corrections Ofcr Sr / Grd 83	\$39,706.37	\$43,159.58	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1606	Deputy Sheriff Law Enforcement* / Grd 72	Deputy Sheriff Sr Law Enfrcmt / Grd 74	\$46,622.16	\$49,979.07	Career Ladder. Peace Officer Pay Scale (POPS).
* 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
Pretrial Services	Slot 24 / Office Specialist / Grd 10 / Part-time \$15,482.60	Pretrial Services	Slot 78 / Office Specialist Sr / Grd 12 / Full-time \$33,342.40	Promotion. Pay is between min and midpoint of pay grade. Status change from part-time to full-time (20 hrs to 40 hrs).
Sheriff	Slot 7 / Captain Corrections / Grd 28 / \$109,664.98	Sheriff	Slot 1287 / Captain Corrections / Grd 28 / \$109,664.98	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
Sheriff	Slot 118 / Sergeant Certf Peace Ofcr / Grd 88 / \$85,772.96	Sheriff	Slot 17 / Lieutenant Certf Peace Ofcr / Grd 89 / \$100,456.10	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 363 / Counselor Sr / Grd 16 / \$41,263.43	Sheriff	Slot 813 / Social Svcs Prgm Coord / Grd 17 / \$43,326.61	Promotion. 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
Sheriff	Slot 785 / Paralegal Sr / Grd 18 / \$51,409.63	Sheriff	Slot 785 / Paralegal Sr / Grd 18 / \$53,979.63	Salary adjustment. Pay is between midpoint and max of pay grade.
Sheriff	Slot 1079 / Corrections Ofcr Sr / Grd 83 / \$59,545.41	Sheriff	Slot 118 / Sergeant Certf Peace Ofcr / Grd 88 / \$85,772.96	Promotion. Peace Officer Pay Scale (POPS).
Sheriff	Slot 1287 / Captain Corrections / Grd 28 / \$107,488.14	Sheriff	Slot 7 / Captain Corrections / Grd 28 / \$107,488.14	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 53 / Planner / Grd 18 / \$50,284.47	TNR	Slot 360 / Planner / Grd 18 / \$50,284.47	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
* Actual vs Authorized				

THIS SECTION LEFT BLANK INTENTIONALLY.

SECTION B. NON-ROUTINE PERSONNEL ACTIONS

NON-ROUTINE – POPS Promotions				
Dept. (From)	Slot – Position Title – Grade – Salary	Dept. (To)	Slot – Position Title – Grade – Salary	Comments
Constable 3	Slot 10 / Deputy Constable* / Grd 61 / \$47,942.75	Constable 3	Slot 10 / Deputy Constable Sr / Grd 62 / \$52,441.17	Exception to Travis County Code § 10.0295 (f)(2)(i). POPS Promotion. Less than two years of continuous service.
Constable 3	Slot 33 / Deputy Constable* / Grd 61 / \$44,291.10	Constable 3	Slot 33 / Deputy Constable Sr / Grd 62 / \$49,960.98	Exception to Travis County Code § 10.0295 (f). POPS Promotion. Placing at Step 3.
* Actual vs Authorized				

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



HRMD *Human Resources Management Department*

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: April 15, 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, County Executive, Planning & Budget

FROM: Diane Blankenship, Director of HRMD

SUBJECT: Constable, Precinct 3 - Non-Routine Salary Actions, Slots 10 & 33

HRMD requests Commissioners Court to discuss and consider the following action.

Constable, Precinct 3's Office Request:

Slot # 10 - Constable Precinct 3's Office requests approval to promote a Deputy Constable currently on Step 5 to a Deputy Constable, Senior on Step 5. Current salary is \$47,942.75 and the proposed salary is \$52,441.17. The difference is \$4,498.42 or 9.38%.

Slot # 33 - Constable Precinct 3's Office requests approval to promote a Deputy Constable currently on Step 1 to a Deputy Constable, Senior on Step 3. Current salary is \$44,291.10 and the proposed salary is \$49,960.98. The difference is \$5,669.88 or 12.80%.

Policy & Issues

Slot # 10 - Travis County Code §10.0295 (f)(2) spells out the criteria for promotion from Deputy Constable to Deputy Constable, Senior. Subsection (i) states that Deputy Constables are only eligible for promotion after two years of continuous service as a regular Deputy Constable with Travis County.

In this case, the officer in slot #10 had a three week break in service with the County in early 2010, and thus has not had two years of continuous service. Under a literal interpretation of the policy, the officer in question would not be eligible to promote to

Deputy Constable, Senior until February, 2012; and this assumes the officer maintains continuous service. If the promotion is permitted, the salary is not in dispute. PBO confirms that funding is available for the promotion.

Slot # 33 – Unlike slot #10, there is no question whether or not the officer in slot #33 is eligible for promotion. The issue here is the step placement and level of pay associated with the promotion. The officer in slot #33 is currently on step 1, and typically upon promotion would be placed at step 1 as a Deputy Constable, Senior. The pay associated with this level is \$47,480.16. In this case, Constable Precinct 3 is requesting placement at step 3, with an associated pay level of \$49,960.98. PBO confirms that funding is available for the promotion at either step.

Travis County Code §10.0295 does not specifically mandate that placement be at the same step upon promotion, but this has been a long-standing practice for POPS employees. Upon occasion, Commissioners Court has allowed Constables to do step salary adjustments, but this has usually occurred when an Office has hired an employee at a lower step than allowed by policy due to budget reasons. In this case, the officer in question was only eligible for step 1 at time of hire.

HRMD Analysis

Slot # 10 – Essentially, the issue is whether or not the officer in question is eligible for promotion under the POPS policy. By a strict reading of the policy, the employee is not eligible. However, the break in service was short and took place as the officer moved from one precinct to another. Under these conditions, the promotion would be consistent with the spirit of the policy, if not the letter of the policy.

Slot # 33 – At the time of hire, this employee did not have an Intermediate TCLEOSE License and thus did not meet the requirements for placement at step 3. While the employee in question has met and exceeded that level of licensure now, the policy does not specify employees can earn the proper licensure retroactively. TCLEOSE License pay is already provided for under existing POPS policy. Permitting placement at step 3 could be viewed as a matter of internal inequity for those Senior Deputies at step 2. Absent a clear policy against the action, the issue is whether Court will allow the elected official latitude versus current practice and allow placement at step 3.

HRMD has met with representatives of the Constable and reviewed the appropriate documentation. The requests are being made in good faith and with understanding of the issues.

Richard McCain
CONSTABLE PRECINCT 3



11 APR 13 AM 11:56
PERSONNEL

TRAVIS COUNTY, TEXAS
8656-B Highway 71 West, Suite E

Phone (512) 854-2107 Fax (512) 854-2117
Austin, Texas 78735

M E M O R A N D U M

DATE: April 8, 2011

TO: Cynthia Lam-Roldan
Travis County HRMD

FROM: Jose Hernandez, Office Manager *A*
Travis County Constable, Precinct 3

SUBJECT: POPS CAREER LADDER Slot 10

I am requesting an lateral on the POPS Career Ladder for Deputy Constable from Grade 61 Step 5(\$47,942.75/yr.) to Deputy Constable Sr., Grade 62 Step5(\$52,441.17/yr), effective 4/16/2011. Deputy has an estimated lapse of three weeks in service from 2 years with Travis County. But, Deputy has more than 20 years in law enforcement and obtains Master Peace Officers License along with his Civil Proficiency Certificate. Funding for increase is available as confirmed by PBO(see attached e-mail).

If you need any additional information, please don't hesitate to call.

Richard McCain
CONSTABLE PRECINCT 3



11 APR - 2 AM 11:34
PERSONNEL

TRAVIS COUNTY, TEXAS
8656-B Highway 71 West, Suite E

Phone (512) 854-2107 Fax (512) 854-2117
Austin, Texas 78735

MEMORANDUM

DATE: April 7, 2011

TO: Cynthia Lam-Roldan
Travis County HRMD

FROM: Jose Hernandez, Office Manager *A*
Travis County Constable, Precinct 3

SUBJECT: POPS SALARY INCREASE Slot 33

I am requesting a POPS salary increase for Deputy Constable [redacted] from Grade 61 Step 1 (\$44,291.10/yr.) to Deputy Constable Sr., Grade 62 Step 3 (\$49,960.98/yr), effective 4/16/2011. Deputy [redacted] has sufficient time within our office for this increase and obtains [redacted] Master Peace Officers License along with [redacted] Civil Proficiency Certificate. Funding for increase is available as confirmed by PBO(see attached e-mail).

If you need any additional information, please don't hesitate to call.

10



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: Kristine Nilsen, Human Resources Management, 854-4820
 Elected/Appointed Official/Dept. Head: Diane Blankenship, HR Director
 Sponsors: Commissioner Gómez, Judge Biscoe

AGENDA LANGUAGE:

Consider And Take Appropriate Action Regarding Travis County Employee Recognition Day:

Recognize Travis County employees who completed 20, 25, 30, and 35 years of service during calendar year 2010.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On April 26, 2011, The Commissioners Court approved May 1st - 7th "Public Service Recognition Week" and May 3rd as "Travis County Employee Recognition Day".

On this day - May 3rd — Travis County Employee Recognition Day - the Commissioners Court publicly recognizes 148 employees whom, through their dedicated service, have achieved the milestones of 20, 25, 30, and 35 years of service during 2010. Collectively, the 148 employees represent 3,320 years with Travis County, with an average of 22.4 years.

Number of Honorees by Years of Service

Years of Service	Number of Employees
20	94
25	41
30	7
35	6
Total	148

See attachment for detailed list.

Additionally, there are 587 employees this year whose 5, 10, and 15 years of service are being recognized at the department levels. This is the 19th year that Travis County has honored employees in this manner.

STAFF RECOMMENDATIONS:

Recognize Travis County employees who completed 20, 25, 30, and 35 years of services during calendar year 2010.

FISCAL IMPACT AND SOURCE OF FUNDING:

Routine

REQUIRED AUTHORIZATIONS:

Human Resources Management	Diane Blankenship	Completed	04/26/2011 12:53 PM
Planning and Budget Office	Rodney Rhoades	Completed	04/26/2011 4:18 PM
Commissioner Precinct 4 Office	Margaret J. Gómez	Completed	04/27/2011 7:35 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



HHRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

BACKUP MEMORANDUM

DATE: April 26, 2011

TO: Members of the Commissioners Court

VIA: Rodney Rhoades, County Executive, Planning and Budget

FROM: Diane Blankenship, Director, Human Resources Management Department

SUBJECT: Travis County Employee Recognition Day

Proposed Motion

Recognize Travis County employees who completed 20, 25, 30, and 35 years of service during calendar year 2010.

Summary/Background

On April 26, 2011, The Commissioners Court approved May 1st – 7th "Public Service Recognition Week" and May 3rd as "Travis County Employee Recognition Day".

On this day – May 3rd – Travis County Employee Recognition Day – the Commissioners Court publicly recognizes 148 employees whom, through their dedicated service, have achieved the milestones of 20, 25, 30, and 35 years of service during 2010. Collectively, the 148 employees represent 3,320 years with Travis County, with an average of 22.4 years.

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35	6
Total	148

See attachment for detailed list.

Additionally, there are 587 employees this year whose 5, 10, and 15 years of service are being recognized at the department levels. This is the 19th year that Travis County has honored employees in this manner.

Budgetary and Fiscal Impact

Costs are routine and are covered within the standard HRMD operational budget.

Should you have questions, please feel free to contact Diane Blankenship at extension 49170.

Service Awards 2011

Hire Year	Dep #	Department Name	Last Name	First Name	Years Service	
75	49	TNR (TRANS & NATRL RESRC)	GIESELMAN	JOSEPH (JOE)	35	retired
combined	5	COUNTY COMMISSIONER PCT 4	GOMEZ	MARGARET	35	
75	12	INFORMATION & TELECOMMUNI	KOKAS	THOMAS	35	
75	24	CRIMINAL COURTS	PERKINS	ROBERT (BOB)	35	retired
75	26	JUSTICE OF PEACE 1	SCOTT	RICHARD	35	retired
combined	22	CIVIL COURTS	TOWNLEY	NANCY	35	
					Total:	6
80	37	SHERIFF	ALVAREZ	GAIL	30	
80	21	DISTRICT CLERK	GUEBARA	CYNTHIA (CINDY)	30	
80	25	PROBATE COURT	HERMAN	GUY	30	
80	37	SHERIFF	POLANCO	HELENA	30	
80	39	COMMUNITY SUPERV & CORR	RODRIQUEZ	HORTENCIA (TENCHA)	30	
80	57	RECORDS MANG & COMM RESRC	RUSSELL	GARY	30	
combined	39	COMMUNITY SUPERV & CORR	VILLARREAL	JOSE	30	
					Total:	7
85	19	COUNTY ATTORNEY	ARMSTRONG	TAMARA	25	
85	6	COUNTY AUDITOR	BACON	APRIL	25	
85	47	EMERGENCY SERVICES	BALDWIN	DOUGLAS (PETE)	25	
85	49	TNR (TRANS & NATRL RESRC)	BERGH	CHARLES	25	
85	35	CONSTABLE 5	BINTLIFF	DAVID	25	
85	37	SHERIFF	BRATCHETT	DIANNE	25	
85	49	TNR (TRANS & NATRL RESRC)	CASIAS	MARTIN	25	
85	6	COUNTY AUDITOR	CASIAS	JACQUELINE	25	
85	26	JUSTICE OF PEACE 1	CITY	BETTY	25	
85	24	CRIMINAL COURTS	CRAIN	DAVID	25	
85	14	FACILITIES MANAGEMENT	DAVIS	ANGELA	25	
85	37	SHERIFF	DYE	GORDON	25	
85	49	TNR (TRANS & NATRL RESRC)	EBNER	WILLIAM	25	
85	35	CONSTABLE 5	ELFANT	BRUCE	25	
85	19	COUNTY ATTORNEY	ESCAMILLA	DAVID	25	
85	37	SHERIFF	FRIDAY	CYRIL	25	
85	37	SHERIFF	GEBERT	SCOTT	25	
85	37	SHERIFF	JONES	STEVE	25	
85	49	TNR (TRANS & NATRL RESRC)	JUAREZ	JOHNNY	25	
85	8	TAX COLLECTOR	KNIGHT	DUSTY	25	
85	37	SHERIFF	MANCIAS	MANUEL	25	
85	37	SHERIFF	MANLEY	STEVE	25	
85	49	TNR (TRANS & NATRL RESRC)	MORAIDA	VINCENT	25	
85	29	JUSTICE OF PEACE 4	MORENO	BERNAVE	25	
85	8	TAX COLLECTOR	MORTON	CHRISTINA	25	
85	39	COMMUNITY SUPERV & CORR	NEMETH	STEPHEN	25	
85	58	HEALTH & HUMAN SERVICES	OZUNA	IRENE	25	
85	6	COUNTY AUDITOR	PALACIOS	JOSE	25	
85	21	DISTRICT CLERK	PORTER	JANICE	25	
85	37	SHERIFF	PRIDY	WESLEY	25	
85	37	SHERIFF	QUIROGA	RAUL	25	
85	49	TNR (TRANS & NATRL RESRC)	RENDON	LLOYD	25	
85	37	SHERIFF	ROPER	STANLEY	25	
85	12	INFORMATION & TELECOMMUNI	SHANE	THOMAS	25	
85	23	DISTRICT ATTORNEY	SMITH	ROBERT	25	
85	37	SHERIFF	SMITHEY	LYNN	25	

Service Awards 2011

85	24	CRIMINAL COURTS	SOTO	GILBERT	25	retired
85	22	CIVIL COURTS	TROUTMAN	LYNDA	25	
85	12	INFORMATION & TELECOMMUNI	TURCOTTE	BRETT	25	
85	37	SHERIFF	WADE	ROGER	25	
85	37	SHERIFF	WOOLEY	TOMMY	25	
					Total:	41
90	22	CIVIL COURTS	AARON	ANNIE	20	
90	37	SHERIFF	ALT	LAURA	20	
90	39	COMMUNITY SUPERV & CORR	BARCENAS	RACHEL	20	
90	12	INFORMATION & TELECOMMUNI	BARNETT	BARRY	20	
90	39	COMMUNITY SUPERV & CORR	BARRINGTON	SHAWN	20	
90	37	SHERIFF	BERRIOS	BRIAN	20	
90	37	SHERIFF	BOZELL	MICHAEL	20	
90	45	JUVENILE PROBATION	BRENT	ENA	20	
90	37	SHERIFF	BUTT	JEFFREY	20	
90	37	SHERIFF	CARSON	JO ANNE	20	
90	23	DISTRICT ATTORNEY	CASE	CARL (BRIAN)	20	
90	23	DISTRICT ATTORNEY	CERDA	ISABEL	20	
90	23	DISTRICT ATTORNEY	COBB	GARY	20	
90	37	SHERIFF	COOLEY	GEORGE	20	
90	37	SHERIFF	CORTEZ	JANIE	20	
90	23	DISTRICT ATTORNEY	CROSBY	DONNA	20	
90	42	PRETRIAL SERVICES	DELGADO	MARTHA	20	
90	12	INFORMATION & TELECOMMUNI	DEVEAU	KATHERINE	20	
90	38	MEDICAL EXAMINER	DUNN	DARLENE	20	
90	37	SHERIFF	EACRET	LLOYD	20	
90	37	SHERIFF	EATON	SHELLY	20	
90	23	DISTRICT ATTORNEY	EVANS	BEVERLY	20	
90	23	DISTRICT ATTORNEY	FARRINGTON	MARY	20	
90	37	SHERIFF	FERRIS	KEVIN	20	
90	37	SHERIFF	FLORES	JOSEPH	20	
90	37	SHERIFF	FLORES	INOCENCIO	20	
90	37	SHERIFF	FRANKS	KELLY	20	
90	39	COMMUNITY SUPERV & CORR	FUENTES	MARIA	20	
90	37	SHERIFF	GARNER	LESLIE	20	
90	37	SHERIFF	GILLESPIE	KAREN	20	
90	37	SHERIFF	GONZALES	JOHNNY	20	
90	37	SHERIFF	GOULD	JENNIFER	20	
90	12	INFORMATION & TELECOMMUNI	HAHN	RUSSELL	20	
90	37	SHERIFF	HAMMACK	JAMES	20	
90	37	SHERIFF	HARRIS	DARRYL	20	
90	37	SHERIFF	HAUN	BRYAN	20	
90	37	SHERIFF	HERNANDEZ	GEORGE	20	
90	37	SHERIFF	HILL	JOHN	20	
90	37	SHERIFF	HOGUE	BETTY	20	
90	19	COUNTY ATTORNEY	HUGHES	ELIZABETH (LIZ)	20	
90	8	TAX COLLECTOR	JACKSON	VALARIE	20	
90	39	COMMUNITY SUPERV & CORR	JACKSON	GREGORY (GREG)	20	
90	55	CRIMINAL JUSTICE PLANNING	JONSE	CATHY	20	
90	37	SHERIFF	JURICA	ELIZABETH	20	
90	37	SHERIFF	KING	JERALDINE	20	
90	37	SHERIFF	KLEKAR	DEBORAH	20	
90	37	SHERIFF	KNIGHT	PAUL	20	
90	19	COUNTY ATTORNEY	LASTOVICA	JOHN	20	
90	39	COMMUNITY SUPERV & CORR	LOVING	DIANA	20	retired

Service Awards 2011

90	19	COUNTY ATTORNEY	MAGALLANEZ	PATRICIA	20
90	57	RECORDS MANG & COMM RESRC	MALONE	SHAWN	20
90	37	SHERIFF	MARTIN	ROBERT	20
90	37	SHERIFF	MCAFEE	FREDDIE	20
90	28	JUSTICE OF PEACE 3	MCCOY	YOLANDA	20
90	37	SHERIFF	MERKA	DAVID	20
90	37	SHERIFF	MILLER	BRYCE	20
90	37	SHERIFF	MITCHELL	EUGENE	20
90	39	COMMUNITY SUPERV & CORR	MOFFITT	FREDERICK (FRED)	20
90	8	TAX COLLECTOR	MORALES	SYLVIA	20
90	37	SHERIFF	NOWLIN	CHRISTOPHER	20
90	24	CRIMINAL COURTS	OCHOA	ANITA	20
90	37	SHERIFF	ORNELAS	RAUL	20
90	39	COMMUNITY SUPERV & CORR	OSHATZ	DONNA (LILA)	20
90	37	SHERIFF	OWEN	RANDOLPH	20
90	45	JUVENILE PROBATION	OWENS	MARGARET	20
90	37	SHERIFF	PAGE	VELMA	20
90	37	SHERIFF	PARKER	SIDNEY	20
90	39	COMMUNITY SUPERV & CORR	QUINTANILLA	SANDRA	20
90	37	SHERIFF	QUIROGA	JUANITA	20
90	43	JUVENILE PUBLIC DEFENDER	RODRIGUEZ	BETTY	20
90	8	TAX COLLECTOR	RUPP	MONICA	20
90	42	PRETRIAL SERVICES	SAENZ	ALLISON	20
90	37	SHERIFF	SALINAS	SAMMY	20
90	37	SHERIFF	SAMSON	WAYNE	20
90	37	SHERIFF	SANCHEZ	EDDIE	20
90	37	SHERIFF	SAPP	JAMES	20
90	37	SHERIFF	SCHROEDER	SCOTT	20
90	37	SHERIFF	SMITH	JERRY	20
90	39	COMMUNITY SUPERV & CORR	STANFIELD	ALISA	20
90	37	SHERIFF	STANLEY	MICHAEL	20
90	19	COUNTY ATTORNEY	TAPIA-OJEDA	LETICIA	20
90	37	SHERIFF	TEAGUE	EDWARD (DOUG)	20
90	22	CIVIL COURTS	THOMAS	LASONYA	20
90	37	SHERIFF	UNDERWOOD	LINDA (LOU)	20
90	19	COUNTY ATTORNEY	VALDES	AMANDA	20
90	12	INFORMATION & TELECOMMUNI	VER HOEF	SUSAN	20
90	43	JUVENILE PUBLIC DEFENDER	WELLS	ADOLPHUS	20
90	23	DISTRICT ATTORNEY	WETZEL	ALLISON	20
90	49	TNR (TRANS & NATRL RESRC)	WHITE	DUANE	20
90	37	SHERIFF	WHITNEY	VALERIE	20
90	37	SHERIFF	WILLIS	DWIGHT	20
90	24	CRIMINAL COURTS	WUSTERHAUSE	CARMEN	20
90	45	JUVENILE PROBATION	YBARRA	JIMMY	20

Total: 94

Grand Total 148



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: David Walch, Purchasing, 854-6663
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve contract No. PS100224DW, Meridell Achievement Center, to provide Professional Residential Treatment 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.

This contract is for the provision of residential treatment services for juveniles residing in Travis County. Travis County currently has over 33 active Residential Treatment Service Contracts with different counties and non-profit providers throughout Texas. These contracts are used on an as-needed basis according to the specific level of need of the youth being placed for services. Travis County pays the daily cost set by the contract in accordance with the level of service provided. This contract is being requested by the Triad Program administered by Travis County Health and Human Services and Veterans Services. The Triad Program is a collaboration of Travis County Juvenile Probation Department, Austin /Travis County Juvenile Court and Children's Protective Services.

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

Contract-Related Information:

Award Amount: As-Needed Contract
 Contract Type: Professional Services Agreement
 Contract Period: 05/03/11 - 09/30/11 (auto renewal)

- **Funding Information:**

Purchase Requisition in H.T.E.: N/A
 Funding Account(s): 001-5869-611-6205
 Comments: This is an as-needed contract.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/25/2011 9:19 AM
Purchasing	Cyd Grimes	Completed	04/25/2011 10:13 AM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/25/2011 10:17 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



**Travis County Health & Human Services
and Veterans Service
Palm Square Building**



P.O. Box 1748 ★ Austin, Texas 78767★ (512) 854 - 4120 ★ Fax (512) 854 - 4118

DATE: February 19, 2011

TO: Cyd Grimes
Purchasing Agent

FROM: 
Gloria Petersen
Social Services Supervisor/
Triad Program Manager

RE: Meridell Achievement Center

Travis County Health and Human Services and Veterans Service/Office of Children's Services is interested in entering into a contract with Meridell Achievement Center for inpatient residential treatment services.

If there are any questions regarding this request, or additional information I am available by email gloria.petersen@co.travis.tx.us or my telephone number is 854-3720.

**PROFESSIONAL SERVICES
AGREEMENT/CONTRACT**

BETWEEN

TRAVIS COUNTY

AND

MERIDELL ACHIEVEMENT CENTER

FOR

PROFESSIONAL RESIDENTIAL TREATMENT SERVICES

CONTRACT NO. PS100224DW



**Travis County Purchasing
Office**

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1.4.3.3 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.

- 1.5 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this contract and marked as Attachment B.
- 1.6 "Director" means the Director of the Travis County HHS/TRIAD Office or her designee.
- 1.7 "Client" means a juvenile who is referred to CONTRACTOR for services by an authorized Travis County Representative.

II. TERM

- 2.1 **Initial Term.** The Initial Term of this Contract shall commence upon its execution by all parties, and shall continue until September 30, 2011, unless earlier terminated as provided herein.
- 2.2 **Renewal Term(s).** Subject to continued funding by the Commissioners Court, this Contract shall automatically renew each October 1 for succeeding terms of one year unless either party provides written notice to the other party at least thirty (30) days prior to the automatic renewal date that the party intends to terminate the Contract.
- 2.3 **Termination.** This Contract may be terminated by either party at any time by giving ten (10) days written notice to the other party hereto of the intention to terminate.

III. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

- 3.1 **Placement Objective.** The objective of placement with the CONTRACTOR is to protect the well-being of the child, to enhance the child's functional abilities in a residential care setting, and to achieve the goals of the child's Individual Treatment Plan through the provision of the following services, as appropriate:
 - 3.1.1 Basic child care which ensures the health and safety of the child;
 - 3.1.2 Appropriate educational, recreational and vocational activities;
 - 3.1.3 Behavior management, diagnostic services, and medically necessary health care services.
- 3.2 **Services to be Provided.** CONTRACTOR shall provide the following services to each

child placed by the COUNTY to the extent that such services are permitted within CONTRACTOR'S license, as certified by Travis County, and consistent with the child's Individualized Treatment Plan:

3.2.1 Basic residential child care services, including food and snacks, room (rent, utilities, maintenance, telephone, and miscellaneous), personal hygiene items, haircuts, local transportation, school supplies.

3.2.2 Educational and vocational activities.

3.2.3 Recreational activities.

3.2.4 Special treatment services, including behavior management, diagnostic services, psychological counseling, and psychiatric consultation. This Intensive Level of Care provided to children with a psychiatric diagnosis includes the following treatment and rehabilitative services:

3.2.4.1.1 Comprehensive treatment supervised and evaluated by a psychiatrist,

3.2.4.1.2 Twenty-four (24) hour care nursing care provided by a registered nurse,

3.2.4.1.3 Comprehensive initial evaluation by an interdisciplinary team,

3.2.4.1.4 Structured therapeutic milieu, which includes behavior management programs, psychotherapy, group, family therapy, educational services, experiential therapy and functional living skills training, and

3.2.4.1.5 On-unit programming may include leisure skills training, social interaction activities, problem solving skills and communication skills. Off-campus community experiences further augment the plan of care.

3.2.4.1.6 Comprehensive initial evaluation by an interdisciplinary team in accordance with the assessment types and timeframes as outlined in Attachment D, "Meridell Achievement Center Summary: Plan for Professional Services", which is incorporated herein by reference and made a part hereof.

3.2.5 Medically necessary health care services.

3.2.6 Other services described in this contract or described in CONTRACTOR'S licensing study.

3.3 CONTRACTOR shall provide all services in a manner which safeguards the health, welfare, and safety of the children to the maximum extent possible, and in the least restrictive setting possible.

3.4 Residential care shall be provided by professional staff that possesses the required qualifications for performing designated job functions. CONTRACTOR shall verify and disclose, or cause its employees and volunteers to verify and disclose, criminal history and any current criminal indictment for an offense against the person, an offense against the family, an offense involving public indecency under the Texas Penal Code as amended, or an offense under the Texas Controlled Substances Act, Chapter 481 of the Texas Health and Safety Code or

comparable provisions in another state. This verification and disclosure shall be required for all staff having direct contact with COUNTY-placed children.

3.5 Individual Treatment Plan.

3.5.1 Each child placed with the CONTRACTOR shall have a written Individualized Treatment Plan (ITP) developed in concert with the child and mutually agreed upon by the appropriate CONTRACTOR staff, any psychologist working with the child, and any psychiatrist working with the child and consulting with or working for the CONTRACTOR, and appropriate COUNTY personnel within thirty (30) days of placement.

3.5.2 The ITP shall be reviewed jointly by the appropriate CONTRACTOR staff, the child, any psychologist working with the child, any psychiatrist working with the child and consulting with or working for the CONTRACTOR and the appropriate COUNTY personnel at intervals specified by TDPRS licensing standards, to assess the child's progress with modification of the ITP being made when indicated. Either the CONTRACTOR or COUNTY personnel may request a review, in writing, at any time.

3.5.3 The ITP shall contain the reasons why the placement will benefit the child; shall specify behavioral goals and objectives being sought for each child; shall state how the goals and objectives are to be achieved during the child's placement with the CONTRACTOR; and shall state how the parent(s), guardian(s), and where possible, grandparent(s) or other extended family members will be involved in the Individual Treatment Plan to assist in preventing or controlling the child's alleged delinquent behavior or alleged conduct indicating a need for supervision as defined in the Texas Family Code.

3.5.4 Copies of the original ITP and the periodic reviews are to be maintained by the CONTRACTOR and forwarded to the DIRECTOR.

3.5.5 The CONTRACTOR shall provide the DIRECTOR with a written report of the child's progress toward or achievement of goals/objectives contained in the ITP on a monthly basis. If mutually agreed to by CONTRACTOR and DIRECTOR, the frequency of progress reports may be based upon the current review period intervals appropriate for that specific child's level of care.

3.6 CONTRACTOR shall not release a child to any person or agency other than the DIRECTOR without the express consent of the DIRECTOR.

3.7 The DIRECTOR must approve a child's participation in any furloughs, home visits, or extended agency trips. Unless otherwise stipulated by the DIRECTOR, the child may visit freely with parents and relatives at the CONTRACTOR's facility in accordance with established CONTRACTOR policies.

3.8 CONTRACTOR must obtain prior written approval from the DIRECTOR before moving a child from one facility or foster home to another facility or foster home and document the

approval in the child's record prior to the move. Written approval of the move shall be requested in a timely manner to allow for review by the DIRECTOR. When oral approval has been received from the DIRECTOR and documented in the child's file, failure to receive written approval of the move from the DIRECTOR shall not be construed as failure to receive approval. In the event of an emergency, and if prior approval cannot be obtained, the DIRECTOR shall be notified of the move within twenty-four (24) hours or by the next working day.

3.9 CONTRACTOR must provide at least ten (10) calendar days notice before discharging a child except when the child is a danger to self or others.

3.10 CONTRACTOR shall immediately notify the DIRECTOR when it is determined that a child placed with the CONTRACTOR by COUNTY is a danger to self or others and requires placement in another setting.

3.11 CONTRACTOR shall immediately notify the DIRECTOR when a child placed by COUNTY requires hospitalization.

3.12 CONTRACTOR shall notify the DIRECTOR immediately of any serious incident, illness, or unauthorized departure involving children placed by COUNTY. This notification is in addition to any other notifications required by CONTRACTOR's specific license to operate.

3.13 CONTRACTOR shall not use mechanical restraints on a child placed by COUNTY without prior written authorization from a physician except in life-threatening situations. Restraint shall be used only when necessary. The method of restraint used shall be in accordance with applicable licensing standards. The prior authorization or life-threatening situation must be documented in writing.

3.14 CONTRACTOR shall provide COUNTY with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code, its rules, and regulations.

3.15 Indemnity, hold harmless, and claims.

3.15.1 CONTRACTOR shall indemnify, save and hold harmless COUNTY, its officers, agents, and employees from all suits, actions, losses, damages, claims, or liability of any character, type, or description, including without limiting the generality of the foregoing, all expenses of litigation, court costs, and attorney's fees for injury or death to any person, or injury to any property, received or sustained by any person or persons or property, arising out of, or occasioned by, directly or indirectly, the acts or omissions of CONTRACTOR, its agents, servants, employees, consultants, or invitees, in the execution or performance of this Contract..

3.15.2 In the event that any claim, demand, suit or other action is made or brought by any person, firm, corporation, or other entity against CONTRACTOR or COUNTY, CONTRACTOR shall give written notice to COUNTY of any such claim, demand, suit or other action within three (3) working days after being notified of such claim, demand, suit or other action or the threat thereof; the name and addresses of the person, firm,

corporation or other entity making or threatening to make such claim, or that instituted or threatened to institute any type of action or proceeding; the basis of such claim, action or proceeding, and the court, if any, where such claim, action or proceeding was instituted, and the name or names of any persons against whom such claim is being made or threatened. Such written notice shall be given as is shown in Section 7.11 (NOTICES) hereof.

3.16 **Insurance.** CONTRACTOR shall have, and shall require all subcontractors providing services under this Contract to have, insurance as set out in Attachment A, "Insurance Requirements", which is incorporated herein by reference and made a part hereof.

3.17 **Compliance with Laws, Regulations and Standards.**

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

3.17.2 CONTRACTOR shall not discriminate against any employee or applicant for employment based on race, color, religion, sex (gender), national origin, age or handicapped condition.

3.17.3 CONTRACTOR must be licensed for residential child care by the appropriate licensing agency of the State of Texas, and shall comply with minimum standards for licensure at all times.

3.17.4 CONTRACTOR shall maintain full compliance with the Levels of Care as defined by the Texas Juvenile Probation Commission.

3.17.5 CONTRACTOR shall ensure that suspected or alleged cases of child abuse or neglect are immediately reported to the DIRECTOR and to the appropriate authorities as required by law and in conformity with the procedures detailed in Chapter 261 of the Texas Family Code. CONTRACTOR shall ensure that its employees are properly trained in the reporting requirements and procedures of Chapter 261 of the Texas Family Code.

3.17.6 CONTRACTOR shall immediately notify DIRECTOR of any child abuse, neglect or exploitation investigations or any other external investigations related to facility or staff initiated during the contract period.

3.18 **Acknowledgements and Assurances.**

3.18.1 CONTRACTOR acknowledges and agrees that COUNTY is under no obligation to place any child or children with CONTRACTOR and this Contract shall not be so construed.

3.18.2 CONTRACTOR acknowledges and agrees that the COUNTY may, at its discretion, remove any child placed pursuant to this Contract, at any time. The COUNTY will notify CONTRACTOR in a timely manner prior to the removal of a child except in

instances where, in the COUNTY'S judgment, such notification may result in risk to the child's health, safety or welfare.

3.18.3 The parties acknowledge and agree that the CONTRACTOR is under no obligation to accept a child who is deemed by CONTRACTOR to be inappropriate for placement with CONTRACTOR.

3.18.4 Under Section 231.006, Texas Family Code, CONTRACTOR certifies that CONTRACTOR is not ineligible to receive state funds under this contract and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

IV. COMPENSATION, BILLING, AND PAYMENT

4.1 For and in consideration of the satisfactory performance of the services described in Section III, including Special Treatment Services, and Contractor's compliance with the terms and conditions of this Contract, County shall pay Contractor a daily reimbursement for each child placed by County and receiving services from Contractor in accordance with this Contract.

4.1.1 Daily Rate. The amount of daily reimbursement shall be \$ 475.00

4.1.2 One to One Staffing. If one to one staffing is anticipated or becomes apart of the individualized treatment plan, the DIRECTOR must be notified within 24 hours of the determination being made or level of service being implemented. If required, as a part of the individualized treatment plan and approved by DIRECTOR, an additional \$150 per shift for one to one staffing will be assessed.

4.2 In addition to daily reimbursement as set out in Subsection 4.1, COUNTY shall reimburse CONTRACTOR for expenditures made for medical care and dental care for children placed by COUNTY if: (1) the medical care or dental care is not covered by Medicaid or other funding source, and (2) the expenditures are approved by COUNTY prior to the expenditures being made. Provided, however, that if prior approval is not possible or is impractical due to the immediate, urgent, or emergency nature of the need for medical or dental care, CONTRACTOR shall notify COUNTY of such expenditure(s) by the next working day.

4.3 Recognizing that a part of a child's rehabilitation program may include time away from the residential setting of CONTRACTOR such as weekends, holidays, etc., and that CONTRACTOR must retain space for this child until his/her return, COUNTY will pay CONTRACTOR the applicable daily reimbursement rate contained in the Rate Schedule for such regularly scheduled days away from CONTRACTOR or its program providing they do not exceed ten (10) days at any one time.

4.4 If a child makes an unauthorized departure from CONTRACTOR'S facility, CONTRACTOR shall notify the DIRECTOR immediately. If the child returns to

CONTRACTOR within ten (10) days or prior to the last billing day of the month, whichever shall occur first, and CONTRACTOR again accommodates the child upon his/her return in accordance with the terms and conditions of this Contract, then CONTRACTOR shall receive payment for those days the child was absent from CONTRACTOR'S facility, but not to exceed ten (10) days' payment. CONTRACTOR is under no obligation to retain space for the child in unauthorized departure situations.

4.5 In no event shall Sections 4.3 and 4.4 be construed to allow the CONTRACTOR to impose double billing on the COUNTY or to require the COUNTY, for any given day, to pay twice for the same space at CONTRACTOR'S facility.

4.6 Payment is to be made monthly. CONTRACTOR shall submit an invoice no later than ten (10) days from the last day of the month for which payment is being requested. The invoice shall include such information as may be required by COUNTY, including at a minimum the following information with regard to each child for whom payment is requested:

4.6.1 the name of the child;

4.6.2 the dates (in chronological order) upon which services were provided;

4.6.3 the total number of days for which payment is being requested;

4.6.4 the daily rate applicable to the services provided;

4.6.5 the total amount being requested.

4.7 Disbursements to Persons with Outstanding Debt.

4.7.1 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:

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

4.7.1.2 the debt is paid.

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

4.7.3 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.

4.8 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.

4.9 **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.

V.

RECORDS, CONFIDENTIALITY AND ACCESS

5.1 COUNTY reserves the right to perform periodic on-site monitoring of CONTRACTOR's compliance with the terms of this contract, and of the adequacy and timeliness of CONTRACTOR's performance under this contract. After each monitoring visit, COUNTY shall provide CONTRACTOR with a written report of the monitor's findings. If the report notes deficiencies in CONTRACTOR's performance under the terms of this contract, it shall include requirements and deadlines for the correction of those deficiencies by CONTRACTOR. CONTRACTOR shall take action specified in the monitoring report prior to the deadlines specified.

5.2 CONTRACTOR shall establish a method to ensure the confidentiality of records and other information relating to the child according to applicable federal and state law, rules and regulations, and applicable professional ethical standards. This provision shall not limit COUNTY's right of access to the child's case records or other information relating to children served under this Contract.

5.3 CONTRACTOR shall permit COUNTY to examine and evaluate its program of services provided under the terms of this Contract and to review records of any child placed by COUNTY. This examination and evaluation of the program shall include unscheduled site visitations, observation of programs in operation, interviews, and administration of questionnaires to the staff of the CONTRACTOR and the child. Consistent with Chapter 611 of the Texas Health and Safety Code, COUNTY may interview and examine the records of any psychologist(s) working with children placed by COUNTY with CONTRACTOR, and consulting with or working for CONTRACTOR.

5.4 CONTRACTOR shall provide to COUNTY such descriptive information of the program and children placed by COUNTY as requested on forms provided by COUNTY.

5.5 CONTRACTOR agrees to maintain and make available for inspection, audit or reproduction by an authorized representative of either COUNTY or the State of Texas, books, documents and other evidence pertaining to the service provision, cost and expenses of this Contract, hereinafter called the "Records". As used in the preceding sentence, the term "Records" includes financial records, child care records, special treatment records, and any and all other books, documents and evidence connected with the provision of child placement, child care and special treatment services.

5.6 CONTRACTOR agrees to maintain these Records for three (3) years after final payment or until the State-approved audit has been made and all questions therefrom are resolved.

5.7 CONTRACTOR shall provide COUNTY with copies of all evaluation and monitoring reports received from other funding sources during the agreement period within twenty (20) working days after receipt of the report.

VI. PERFORMANCE MEASURES

6.1 **Output Measures.** Contract output shall be measured by CONTRACTOR'S satisfactory delivery of the promised services in accordance with the terms and conditions of the Contract, including, but not limited to, the following:

6.1.1 Provision of quality residential child care which ensures the health and safety of the child;

6.1.2 Provision of appropriate educational, recreational, and vocational activities;

6.1.3 Provision of behavior management, diagnostic services, and medically necessary health care services;

6.1.4 Maintenance of an Individual Treatment Plan for each child;

6.1.5 Preparation and delivery of a written progress report on each child's progress toward or achievement of goals/objectives contained in the ITP on a monthly basis;

6.1.6 Creation, preservation and maintenance of Records as required by the Contract;

6.1.7 Compliance with all applicable state, federal and local laws, rules, regulations, licensing requirements, and Level of Care standards;

6.1.8 Compliance with all terms and conditions of this Contract.

6.2 **Outcome Measures.** The outcome of CONTRATOR'S service delivery shall be measured by the percentage of children under its care that are considered to have made progress toward their goals.

6.2.1 **Goals.** The Individual Treatment Plan for each child shall contain specific behavioral goals that are appropriate to the child and the services to be provided under the applicable level of care. The following nine domains should be used in setting the behavioral goals. A child is not required to have a goal in each domain; however, a child may have one or more different goals within the same domain.

6.2.1.1 **Medical Domain.** The medical domain is related to a child's physical health. It includes, but is not limited to, medication management, medication

monitoring, and management of acute and chronic medical conditions.

6.2.1.2 **Safety and Security Domain.** The safety and security domain is characterized by the absence of harm to self and others and safety to self, others, and community. This domain includes, but is not limited to, self-harm, aggression, and destructive acts.

6.2.1.3 **Recreational Domain.** The recreational domain involves the child's ability to choose and participate in age-appropriate play and activities. This domain includes, but is not limited to, hobbies and sports.

6.2.1.4 **Education Domain.** The educational domain is related to a child's performance, progress, and conduct in the most appropriate and least restrictive academic or vocational setting.

6.2.1.5 **Mental/Behavioral Health Domain.** The mental/behavioral health domain refers to the behavioral and emotional functioning of the child, as well as any psychiatric symptomatology that may be present.

6.2.1.6 **Relationship Domain.** The relationship domain is characterized by, but is not limited to, a child's ability to trust, to form positive relationships, to function well as part of a family unit, as well as by the development and maintenance of age-appropriate social relationships.

6.2.1.7 **Socialization Domain.** The socialization domain is characterized by, but is not limited to, age-appropriate social behavior, problem solving, and social skills in various social settings.

6.2.1.8 **Permanence Domain.** The permanence domain is characterized by a child moving out of a substitute care system and remaining in the least restrictive environment in the community.

6.2.1.9 **Parent and Child Participation Domain.** The parent and child participation domain involves, but is not limited to, both the parent's and child's general satisfaction with services, their relationship with service providers, their participation in the Individualized Treatment Plan, and improvement in the relationship between the child and parents.

6.2.2 **Measurement of Progress Toward Goals.**

6.2.2.1 The six-point scale below shall be used to measure the child's progress towards the achievement of each goal contained in the Individual Treatment Plan.

- +3 Goal achieved and maintained,
- +2 Substantial improvement in behavior identified in the goal,
- +1 Some improvement in behavior identified in the goal,

- 0 No decline or improvement in behavior identified in the goal,
- 1 Some worsening in behavior identified in the goal; and
- 2 Substantial worsening in behavior identified in the goal.

6.2.2.2 The child's progress will be assessed on each identified goal within the nine specified domains. If the child has shown improvement in 50% or more of the identified goal(s) as measured by a positive rating (+1, +2, or +3) during the monitoring period, the child will be considered to be progressing toward the goal(s).

6.3 **Sanctions.** If CONTRACTOR fails to achieve the defined goals, outcomes, strategies and outputs set by COUNTY or if CONTRACTOR fails to comply with the terms and conditions of this Contract, COUNTY may, at its discretion, take any one or more of the following actions:

- 6.3.1 cease placement of children;
- 6.3.2 remove children previously placed by COUNTY;
- 6.3.3 require CONTRACTOR to take specific corrective actions in order to comply with terms and conditions of the Contract;
- 6.3.4 suspend the contract in whole or in part until such time as CONTRACTOR is in compliance with all of the terms and conditions of the Contract;
- 6.3.5 terminate the contract;
- 6.3.6 exercise any other rights or remedies which may be available to COUNTY, at law or in equity.

VII. MISCELLANEOUS PROVISIONS

7.1 **Fee Assessment.** Children placed by COUNTY or their families shall not be assessed fees for services by the CONTRACTOR unless arrangements are specified by the Court. This does not preclude reasonable attempts to seek voluntary contribution from families of COUNTY-placed children for donations of clothing, personal articles, and funds to assist in supporting a youth's rehabilitation.

7.2 **Independent Contractor.** In the performance of all services under this Contract, CONTRACTOR is at all times acting as an independent contractor engaged in the delivery of residential care services. Neither CONTRACTOR nor CONTRACTOR'S personnel shall be considered employees, agents, partners, joint venturers, ostensible or apparent agents, servants, or borrowed servants of COUNTY.

7.3 **Officials not to benefit.** No officer, member or employee of COUNTY and no member of its governing body, and no other public officials of the governing body of the locality

or localities in which the facility is situated or services are being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of services under this contract, shall participate in any decision relating to this Contract which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

7.4 County Purchasing Act. Pursuant to TEX. LOC. GOV'T. CODE ANN. § 262 et seq., Travis County 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.

7.5 Entire Agreement. This Contract constitutes the complete and entire agreement between COUNTY and CONTRACTOR. This Contract supersedes any and all other written or oral agreements between the parties with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this agreement which is not contained herein shall be valid or binding.

7.6 Amendments. No amendment or modification of this agreement shall be effective unless in writing, approved by the Travis County Commissioners Court, and signed by the COUNTY and CONTRACTOR. No official, agent, representative, or employee of Travis COUNTY may amend or modify this agreement, except as otherwise expressly authorized by Travis County Commissioners Court.

7.7 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.

7.8 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.

7.9 Conflict of Interest: 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.

7.7 **Assignment.** Neither this agreement nor any duties or obligations hereunder shall be assignable by CONTRACTOR without the prior written consent of COUNTY. In the event of an assignment by CONTRACTOR to which COUNTY has consented, the assignee or his legal representatives shall agree in writing with COUNTY to personally assume, perform, and be bound by the covenants, obligations, and agreements contained herein.

7.8 **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.

7.9 **Legal construction.** If any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.10 **Venue.** The parties expressly agree and understand that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County, Texas.

7.11 **Notice.**

7.11.1 Notices to either party shall be in writing, and may be hand delivered, or sent postage paid by certified or registered mail, return receipt requested. Notice shall be deemed effective if sent to the parties and addresses designated herein, upon receipt in case of hand delivery, and three (3) days after deposit in the U.S. Mail, in the case of mailing.

7.11.2 All notices sent to Travis County pursuant to this agreement shall be sent by mail to each of the following addresses:

Cyd V. Grimes, C.P.M. (or her successor in office)
Purchasing Agent
P.O. Box 1748
Austin, TX 78767

and:

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, TX 78767

and:

Gloria Peterson, Social Services Supervisor
Travis County TRIAD Program Manager
P.O. Box 1748
Austin, TX 78767

Written notice to Travis County sent by hand delivery shall be delivered to each of the following street addresses:

Cyd V. Grimes, C.P.M.
Purchasing Agent
314 West 11th Street, Room 400
Austin, TX 78701

and:

Honorable David Escamilla (or his successor in office)
Travis County Attorney
314 West 11th Street, Room 300
Austin, TX 78701
Attn: File No. PS100089DW

7.11.3 All notices sent by mail to the CONTRACTOR shall be sent to:

Gail M. Oberta, Chief Executive Officer
Meridell Achievement Center
12550 West Highway 29
Liberty Hill, Texas 78642

7.12 **Headings.** The headings of the several sections, subsections and paragraphs set forth in this Contract are inserted for convenience or reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

7.13 **Non-waiver.** In no event shall any payment to CONTRACTOR hereunder or any other act or omission by COUNTY constitute or be construed in any way to be a waiver by COUNTY of any breach of covenant or default which may then or subsequently exist on the part of CONTRACTOR. Neither shall such payment or act or omission in any manner impair or prejudice any right, power, or remedy available to COUNTY to enforce its rights hereunder, which rights, powers, privileges or remedies are always specifically reserved. No representative agent of COUNTY may waive the effect of this provision.

7.14 **Contract/agreement.** As used in this document, the terms "Contract" and "Agreement" are synonymous.

7.15 **Forfeiture of contract.** If the CONTRACTOR has done business with a key person as listed in "Exhibit 1" to the affidavit attached as "Attachment B", during the 365 day period immediately prior to the date of execution of this Contract by the CONTRACTOR or does business with any such key person at any time after the date of execution of this Contract by the CONTRACTOR and prior to full performance of this Contract, the CONTRACTOR shall forfeit all benefits of this Contract and the COUNTY shall retain all performance by the CONTRACTOR and recover all consideration, or value of all consideration, paid to the CONTRACTOR pursuant to this Contract provided, however, that this section may be waived by

the Travis County Commissioners Court pursuant to Section 3(g) of the Travis County Ethics Policy.

7.16 Disputes and Appeals. The Purchasing Agent acts as the County representative in the issuance and administration of this contract. Any document, notice, or correspondence 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 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. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by Commissioners Court.

7.16.1 Dispute Resolution. 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.

7.17 Accounting, Reporting, Auditing Requirements.

7.17.1 State funds. County shall notify Contractor when state funds are used to pay for services.

7.17.2 Accounting. Contractor agrees to utilize generally accepted accounting principles and to account separately and individually for the receipt and expenditure of all funds received from County under this Contract. If Contractor is paid from state funds, Contractor agrees to account separately and individually for the receipt and expenditure of state funds received from County under this Contract.

7.17.3 Financial Reporting. Upon request, Contractor shall provide County copies of profit and loss statements, annual financial statements, audit reports, and other financial records and reports that may be requested by County. County shall have the right to conduct on-site review of Contractor's financial records and source documents.

7.17.4 Auditing. Contractor agrees to provide County an independent financial audit of all state funds received under this Contract at least once a year. The audit shall be prepared in accordance with Generally Accepted Auditing Standards and any other audit requirements of County or TJPC.

7.17.5 Monitoring. County shall have the right to conduct periodic financial and

programmatic monitoring of Contractor. Contractor agrees to cooperate fully with County's monitoring activities.

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

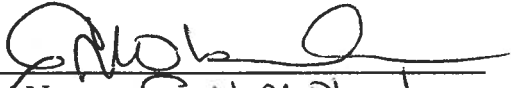
The Contractor certifies, by entering into this Contract, that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. The Contractor shall include this certification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

Form is provided as Attachment C

Executed as of the later date set forth below.

CONTRACTOR:

TRAVIS COUNTY:

BY: 
Printed Name: Gail M. Obera
Title: CEO
Authorized Representative

BY: _____
Samuel T. Biscoe
Travis County Judge

Date: 3/31/11

Date: _____

Approved as to Form By:  4/11/11
Assistant County Attorney

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

ATTACHMENT A
INSURANCE REQUIREMENTS

Pursuant to Section 3.16 of this Contract, CONTRACTOR shall have, and shall require all subcontractors of every tier providing services under this Contract to have, Standard Insurance meeting the General and Specific Requirements as set forth below and sufficient to cover the needs of CONTRACTOR and/or any subcontractor(s) pursuant to applicable generally accepted business standards.

I. General Requirements Applicable to All CONTRACTOR's Insurance.

The following requirements (A-J) apply to CONTRACTOR and to subcontractor(s) of every tier 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 CONTRACTOR's 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. Copies of all applicable Certificate(s) shall also be submitted to the DIRECTOR within the same time frame.
- 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 coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of CONTRACTOR or subcontractor(s).

II. Specific Requirements

The following requirements (II.A - II.D, inclusive) apply to CONTRACTOR and to subcontractor(s) of every tier 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 CONTRACTOR's 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
 - \$250,000 bodily injury each accident
 - \$250,000 bodily injury by disease
 - \$500,000 policy limit
3. Policies under this Section shall apply to State of Texas and include the following endorsements in favor of Travis County:
 - a. Waiver of Subrogation (Form 420304)
 - b. Thirty (30) day Notice of Cancellation (Form 420601)

B. Commercial General Liability Insurance

1. Minimum limits:
 - \$1,000,000 per occurrence for coverage A and B with a
 - \$2,000,000 policy aggregate
2. The Policy shall contain or be endorsed as follows:
 - a. Blanket contractual liability for this Contract
 - b. Products and Completed Operations
 - c. Independent Contractor Coverage
 - d. Endorsed to cover injury to a child while the child is in the care of CONTRACTOR or subcontractor.
3. The Policy shall also include the following endorsements in favor of Travis

County:


- 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)

C. Business Automobile Liability Insurance

1. Coverage for all owned, non-owned, and hired vehicles shall be maintained with a combined single limit of \$1,000,000 per occurrence

2. Policy shall also include the following endorsements in favor of Travis County and ~~City of Austin~~

- a. Waiver of Subrogation (Form TE 2046A)
- b. Thirty (30) day Notice of Cancellation (Form TE 0202A)
- c. Travis County ~~and City of Austin~~ named as additional insured (Form TE 9901B)

INITIAL CHANGE:


D. Professional Liability 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 B
AFFIDAVIT

STATE OF TEXAS
COUNTY OF TRAVIS

ETHICS AFFIDAVIT

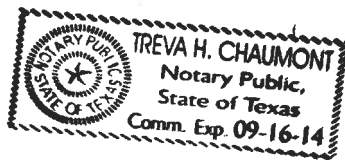
Date: 3/3/11
Name of Affiant: Gail M. Oberster
Title of Affiant: CEO
Business Name of Proponent: Meridell Achievement Center
County of Proponent: Williamson

Affiant on oath swears that the following statements are true:

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

[Signature]
Signature of Affiant
PO Box 87, Liberty Hill TX 78642
Address

SUBSCRIBED AND SWORN TO before me by Treva H. Chaumont on March 31 2011.



Notary Public, State of TEXAS
Typed or printed name of notary Treva H. Chaumont
My commission expires: 9-16-14

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
 January 18, 2011

CURRENT

..... Name of Individual.....Name of Business
 Position Held Holding Office/Position ... Individual is Associated

County Judge Samuel T. Biscoe
 County Judge (Spouse) ... Donalyn Thompson-BiscoeMHMR
 Executive Assistant Cheryl Brown
 Executive Assistant Melissa Velasquez
 Executive Assistant Josie Z. Zavala
 Executive Assistant Cheryl Aker*
 Commissioner, Precinct 1 Ron Davis
 Commissioner, Precinct 1 (Spouse) Annie Davis Seton Hospital
 Executive Assistant Deone Wilhite*
 Executive Assistant Felicitas Chavez
 Commissioner, Precinct 2 Sarah Eckhardt
 Commissioner, Precinct 2 (Spouse) Kurt Sauer Daffer McDaniel, LLP
 Executive Assistant Loretta Farb
 Executive Assistant Joe Hon
 Executive Assistant Peter Einhorn
 Commissioner, Precinct 3 Karen Huber
 Commissioner, Precinct 3 (Spouse) Leonard Huber Retired
 Executive Assistant Garry Brown
 Executive Assistant Lori Duarte
 Executive Assistant Michael Nalick
 Commissioner, Precinct 4 Margaret Gomez
 Executive Assistant Edith Moreida
 Executive Assistant Norma Guerra
 County Treasurer Dolores Ortega-Carter
 County Auditor Susan Spataro, CPA
 Executive Manager, Administrative Vacant
 Executive Manager, Budget & Planning Rodney Rhoades
 Exec Manager, Emergency Services Danny Hobby
 Exec. Manager, Health/Human Services Sherri E. Fleming
 Executive Manager, TNR Steven M. Manilla, P.E*
 Executive Manager, Criminal Justice Planning Roger Jefferies
 Director, Facilities Management ... Roger El Khoury, M.S., P.E
 Chief Information Officer Joe Harlow
 Director, Records Mgment & 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
 Director, Health Services Division Beth Devery
 Attorney, Health Services Division..... Prema Gregerson*
 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, CPPO, CPPB
 Purchasing Agent Assistant IV Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV George R. Monnat, C.P.M., A.P.P
 Purchasing Agent Assistant IV John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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

.....	Name of Individual	
Position Held	Holding Office/Position....	Date of Expiration
Purchasing Agent Assistant III.....	Vania Ramaekers, CPPB, CPPO	04/26/11
Attorney, Transactions Division	Sarah Churchill... ..	04/30/11
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court ..	Christian Smith... ..	05/31/11
Executive Manager, TNR	Joseph Gieselman.....	01/31/12

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

ATTACHMENT C

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

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

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

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

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the potential contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
 2. The potential contractor shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
 4. The potential contractor agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, and/or Travis County, as applicable.
- Do you have or do you anticipate having subcontractors under this proposed contract? ___YES ___NO**
5. The potential contractor further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts "without modification, in all covered subcontracts"; and in solicitations for all covered subcontracts.
 6. A contractor may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. A contractor must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
 7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 8. Except for contracts authorized under paragraph 4 of these terms, if a contractor in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency and/or Travis County may pursue available remedies, including suspension and/or debarment.

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

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

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

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

Name of Contractor

Vendor I.D. or Social Security No.

Signature of Authorized Representative

Date

Printed/Typed Name & Title of Authorized Representative

ATTACHMENT D

**Meridell Achievement Center
Summary: Plan for Professional Services**

First 24 hours:

- Admission psychiatric evaluation (APE)
- History and physical exam (H&P)
- Medication orders
- Nursing assessment
- Psychosocial assessment
 - Initial treatment plan
- Initial discharge plan
 - Trauma assessment and safety plan

By day 7:

- Nutritional assessment

By day 10:

- Master treatment plan
 - Updated discharge plan
- Neurophysiological assessment: Quantitative EEG with evoked potential (QEEG)
 - For patients in neurobehavioral services
- Results 7 days later / Review by pediatric neurologist
- Neuropsychological or Psychological testing
 - (If child can tolerate testing by day 10. If not, testing is delayed until it can be done accurately.)
- Educational assessment
- Recreational therapy assessment

By day 30:

- Neuropsychological or Psychological Assessment
- Later if testing is delayed

By day 38:

- First master treatment plan review (28 days following master treatment plan)
 - Updated discharge plan
- Subsequent master treatment plan reviews completed every 28 days
 - (By day 66, 94.....)

Daily:

- Group therapy
 - School (weekdays)

Weekly:

- Individual meeting with attending psychiatrist
 - First meeting by Friday of second week
- Nursing summary
- Individual therapy
- Family therapy

RECEIVED
 TRAVIS COUNTY
 2011 APR -1 AM 10:40
 PURCHASING
 OFFICE



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Lee Perry, Purchasing, 854-9724
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Authorize Purchasing Agent to commence negotiations with the highest qualified firm, Klotz and Associates, Inc., in response to RFQ No. Q110115-LP, Bee Creek Road Improvements.

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.

On February 24, 2011, fourteen (14) proposals were received for design of Bee Creek Road Improvement project, in which TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. The two highest rated firms; LJA Engineering, Inc. and Klotz and Associates, Inc. were then interviewed on April 7, 2011.

As a result of the interviews, TNR recommends the highest rated firm, Klotz and Associates, Inc., for this project, and requests authorization to commence negotiations. Attached is TNR's corroborating memo with the necessary matrix showing point totals for each firm.

Contract Expenditures: Within the last 12 months \$0.00 has been spent against this contract.

Contract-Related Information:

Award Amount: N/A

Contract Type: Professional Service Agreement

Contract Period: Through Completion

Contract Modification Information:

Modification Amount: N/A

Modification Type: Professional Service Agreement

Modification Period: Through Completion

Solicitation-Related Information:

Solicitations Sent: 106

Responses Received: 14

HUB Information: Vendor is not a HUB

% HUB Subcontractor: 16%

Special Contract Considerations: N/A

Award has been protested; interested parties have been notified.

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

Comments:

Funding Information:

Purchase Requisition in H.T.E.: 520293

Funding Account(s): 450-4941-749-8164

Comments:

Statutory Verification of Funding:

Contract Verification Form: Funds Verified Not Verified by Auditor.

Approved **Disapproved**

Samuel T. Biscoe Date
Travis County Judge

FISCAL IMPACT AND SOURCE OF FUNDING:

See Summary

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/20/2011 10:13 AM
Purchasing	Cyd Grimes	Completed	04/20/2011 3:44 PM
Purchasing Admin Support Group	Juan Gonzalez	Completed	04/21/2011 8:27 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



LEE
4-15-11
MB

TRANSPORTATION AND NATURAL RESOURCES DEPARTMENT

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

411 W. 13th St.
Eleventh Floor
P.O. Box 1748
Austin, Texas 78767
Phone (512) 854-9383
Fax (512) 854-4626

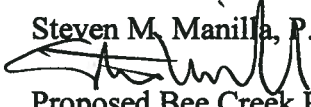
2011 APR 14 PM 3:39
PURCHASING
OFFICE

RECEIVED
TRAVIS COUNTY

April 14, 2011

MEMORANDUM

TO: Cyd V. Grimes, C.P.M., Purchasing Agent

FROM: Steven M. Manilla, P.E., County Executive, TNR


SUBJECT: Proposed Bee Creek Road Improvements
RFQ# Q110115-LP
Professional Services Agreement for Engineering Design

The following information is for your use in preparing an agenda item for Commissioners Court action. If you have any questions or need additional information, please contact either me at ext. 4-9383 or Tony Valdez, P.E., Project Manager at ext. 4-7567.

Proposed Motion:

Consider and take appropriate action on TNR's request to negotiate a Professional Services Agreement for Bee Creek Road Improvements with Klotz & Associates, in Precinct Three.

Summary and Staff Recommendations:

On January 3, 2011, TNR requested the Purchasing Office to obtain professional consulting services for engineering design for the Bee Creek Road Improvement project. Purchasing Office, together with TNR Public Works, developed a RFQ for these services and on February 24, 2011 received proposals from fourteen (14) firms. A panel consisting of three TNR staff members evaluated and rated the qualifications of each firm and determined Klotz & Associate as the highest rated and the most qualified firm for this project.

The Professional Services Agreement (PSA) will be for the performing of design services and preparation of construction plans, specifications and estimates (PS&E) for the Bee Creek Road Improvements project located in southwest Travis County Precinct Three (see attached map). The project includes alignment analysis and engineering design of existing Bee Creek Road Improvements from SH 71 to Highland Blvd where it will connect to existing Bee Creek Road. The design will be coordinated with TxDOT, City of Lakeway, Lake Travis ISD, and other stakeholders.

Staff recommends approving Purchasing and TNR to negotiate a PSA with Klotz & Associates. Purchasing and TNR will present the PSA to Court for approval after negotiations have been completed.

Budget and Fiscal impact:

Funding for this project will come from Precinct Three 1997 Road Bond savings. The total amount approved is \$400,000. The source of funding is as follows:

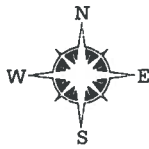
Requisition Number: 520293
Account Number: 450-4941-749-8164
Project Number: 97B01R
Comm/Sub-Comm.: 968/057

Issues and Opportunities:

The estimated total project cost is about \$8.6M. Additional funds are being requested in the proposed 2011 November Bond Referendum. These additional funds will be needed for final engineering (\$432K), ROW acquisition (\$871K) and construction (\$7M). This project will improve existing Bee Creek Road from a 2-lane road to a 4-lane divided arterial. The roadway alignment will also be adjusted to remove sharp curves, increase sight distance and improve safety. A new Lake Travis ISD high school is being planned along this segment of Bee Creek Road and will be benefitted from the improved roadway. This improvement will also provide capacity for increased traffic in and out of the subdivisions around the area. This segment of Bee Creek Road is proposed as a new arterial in the CAMPO 2035 Regional Roadway System plan.

Attachment: Evaluation Matrix
Vicinity Map

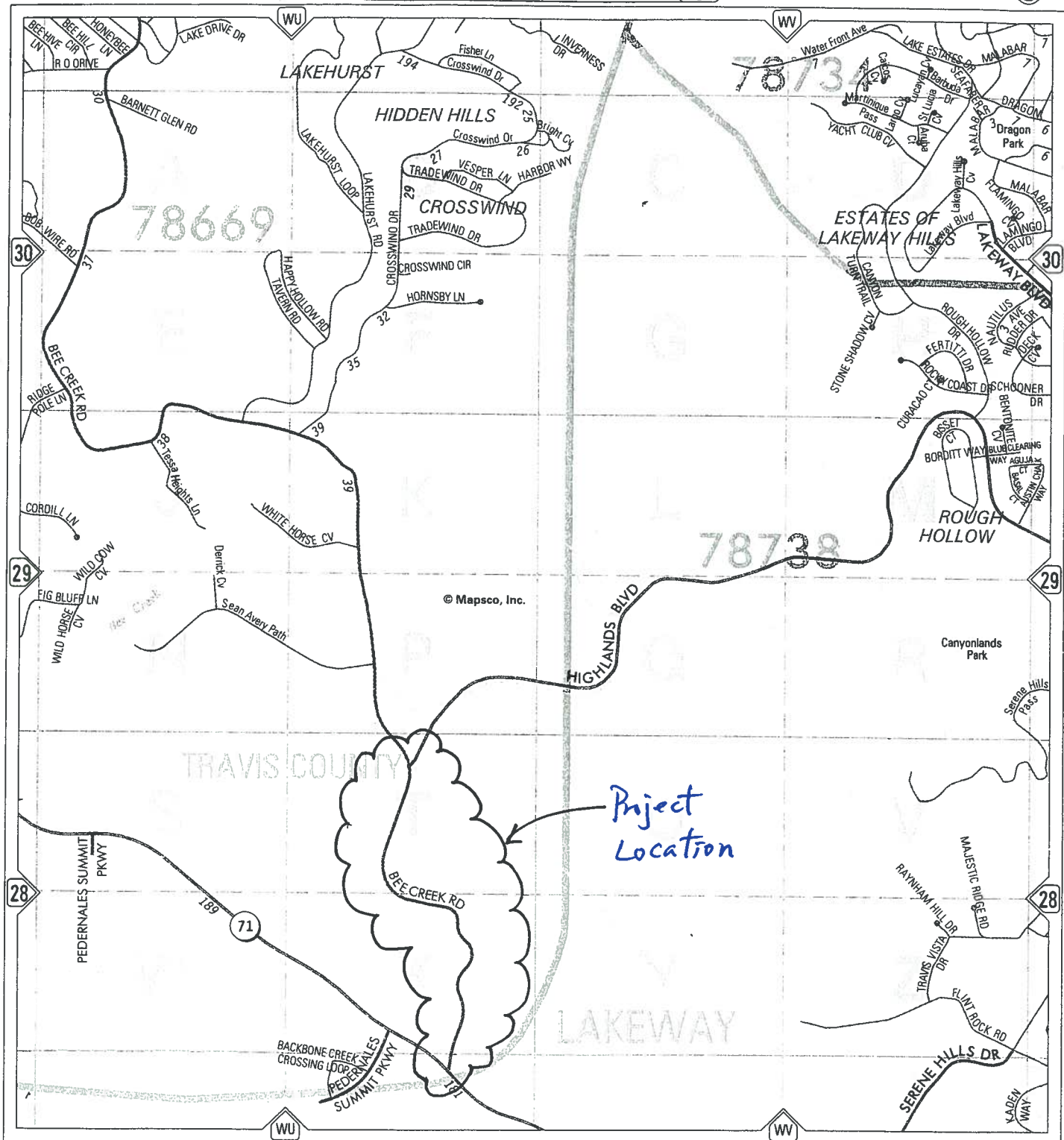
cc: Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR Financial Services
Steve Sun, P.E., TNR Engineering Division Manager
Mike Crawford, Auditor's Office
Tony Valdez, TNR Project Manager



Directions Made Easy
www.mapsco.com

518

CONTINUED ON MAP 488



© Mapsco, Inc.

Project Location

CONTINUED ON MAP 517

CONTINUED ON MAP 548

CONTINUED ON MAP 519



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RFQ PROPOSAL EVALUATION PORTION (14 Total)
Bee Creek Rd. Improvements

REVIEWER	Baker-Aicklen	Binkley & Barfield	CP&Y	Doucet & Assoc.	Half	Huitt-Zollars	Jacobs	KBR	Klotz
REVIEWER 1	3.25	3.80	4.35	3.25	4.35	4.35	4.90	4.35	4.90
REVIEWER 2	2.80	3.90	3.90	2.80	3.90	3.90	3.90	3.90	4.45
REVIEWER 3	3.18	3.30	4.35	3.56	4.16	3.94	4.09	4.00	4.16
PROPOSAL EVALUATION TOTAL	9.23	11.00	12.60	9.61	12.41	12.19	12.89	12.25	13.51
RANK ORDER	14	11	6	13	7	9	4	8	2

REVIEWER	LJA	Murfee	Pape Dawson	PBS&J	Stieger & Blizzell
REVIEWER 1	4.90	4.90	4.35	4.35	3.80
REVIEWER 2	4.45	3.90	3.90	4.45	3.35
REVIEWER 3	4.54	4.11	3.83	4.05	3.11
PROPOSAL EVALUATION TOTAL	13.89	12.91	12.08	12.85	10.26
RANK ORDER	1	3	10	5	12

INTERVIEW EVALUATION (2)

REVIEWER	LJA	Klotz
REVIEWER 1	1.80	2.72
REVIEWER 2	2.58	2.64
REVIEWER 3	2.56	2.50
INTERVIEW TOTAL	6.94	7.86
Rank Order	2	1
Combined Overall Total	20.83	21.37

PI625I02

**TRAVIS COUNTY
Purchase Requisition**

4/19/11
15:39:44

Number : 0000520293
 Type : 1 PURCHASE REQUISITION
 Status : AUDITOR APPROVAL
 Reason : 53933 ROADS-CIP ATTN: MARVIN BRICE
 By : BRUNILDA CRUZ 854-7679
 Date : 12/29/10
 Vendor : UNKNOWN - BEE CREEK ROAD
 Contract nbr :
 Ship to : AI AS INDICATED BELOW
 Deliver by date : 12/29/10
 Buyer :
 Fiscal year code : C C=Current year, P=Previous year, F=Future year

Type options, press Enter.

5=Display 8=Item extended description

Opt Line#	Quantity	UOM	Description
- 1	400000.00	DOL	PROFESSIONAL ENGINEERING SERVICES FOR THE BEE CREEK ROAD IMPROVEMENT PROJECT

COMMENTS EXIST

Total: 400000.00

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

GM200I13

Fiscal Year 2011

TRAVIS COUNTY

Account Balance Inquiry

4/19/11

15:40:18

Project Req'd

Account number . . . : 450-4941-749.81-64
Fund : 450 CO'S 1998A - PIB
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 41 ROAD & BRIDGE MAINTENANCE
Activity basic : 74 CAPITAL PROJECTS
Sub activity : 9 L/T CO'S 1998A
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Original budget :	0	
Revised budget :	482,224	01/03/2011
Actual expenditures - current . . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	400,000.00	
Total expenditures & encumbrances:	400,000.00	82.9%
Unencumbered balance :	82,224.00	17.1

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: 5/3/2011, 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 Awards for Parks Concessions Services, RFS No. S110118-LD, to:

- A. Local Licks Shaved Ice, Northeast Metro Park; and
 - B. Jo Jo Sno Biz, Bob Wentz Park
 - C. La Super Michoacana, Richard Moya Park and Southeast Metro Park.
-

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. These contracts will provide parks concessions operations at various County parks.

On January 25, 2011, RFS #S110118-LD, was issued to 21 vendors. Three responses were received on February 14, 2011. TNR has reviewed the proposals and recommends award to all three respondents. Award recommendations are for Local Licks Shaved Ice, Northeast Metro Park, Jo Jo Sno Biz, Bob Wentz Park, La Super Michoacana, Richard Moya Park and Southeast Metro Park.

Contract Expenditures: N/A, Revenue Generating

Contract-Related Information:

Award Amount: N/A, Revenue Generating

Contract Type: Term

Contract Period: May 3, 2011 through May 2, 2012

Solicitation-Related Information:

Solicitations Sent: 21

Responses Received: 3

HUB Information:

% HUB Subcontractor:

Special Contract Considerations:

Award has been protested; interested parties have been notified.

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

Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 001-4945-339-2011, Revenue account.

Funding Account(s): N/A

Comments: Revenue generating.

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	04/22/2011 11:05 AM
Purchasing	Cyd Grimes	Completed	04/25/2011 12:45 PM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/25/2011 1:25 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

GM200I04
Fiscal Year 2011

TRAVIS COUNTY
Account Balance Inquiry

4/21/11
14:13:11

Account number . . . : 1-4945-339.20-11

Fund : 001 GENERAL FUND
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 45 PARK SERVICES
 Activity basic : 33 CHARGES FOR SERVICES
 Sub activity : 9 COMM & ECON DEV (PKS&REC)
 Element : 20 PARK FEES
 Object : 11 RESERVATION FEES

Estimated revenue :	406,750	
Actual receipts - current . . . :	13,756.50	
Actual receipts - ytd :	232,221.12	
Unposted receipts :	200.00-	
Total receipts :	245,777.62	60.4%
Unrealized revenue :	160,972.38	39.6

F7=Project data **F8=Misc inquiry** **F10=Detail trans**
F11=Acct activity list **F12=Cancel** **F13=Misc Budget** **F24=More keys**



**TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE**

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

April 21, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Carl B. [Signature]
FROM: Steven M. Manilla, P.E., County Executive
SUBJECT: Award of Proposal RFS#S110118-LD
Park Concessions (Revenue Generating)

TNR recommends that Travis County award three park concessions contract to the following vendors:

- Local Licks Shaved Ice – Northeast Metro Park
- Jo Jo Sno Biz – Bob Wentz Park
- La Super Michoacana – Richard Moya Park and Southeast Metro Park

The appropriate revenue line item is 001-4945-339-2011.

If you need additional information, please contact Christina Jensen at (512) 854-7670.

[Signature] CJ:SMM:cj
Contract File



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 Awards for Transmission Repair Services, IFB No. B110143LD, to the Low Bidders:

- A. AAMCO Transmissions of North Austin, Primary Contractor; and
- B. Eagle Transmissions, Secondary Contractor

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. These contracts will provide transmissions repair services for TNR fleet services.

On March 14, 2011, IFB #B110143-LD, was issued to 18 vendors. Three bids were received on April 4, 2011. TNR has reviewed the bids and recommends primary and secondary awards to the two lowest bidders, AAMCO Transmissions of North Austin, primary contractor, and Eagle Transmission, secondary contractor. Note: Group 2, line items 27 and 28 were not bid by either bidder and will not be awarded.

Contract Expenditures: Within the last 12 months \$21,030.00 has been spent against this requirement.

Contract-Related Information:

Award Amount: Estimated quantity, as needed basis.
 Contract Type: Term
 Contract Period: May 19, 2011 through May 18, 2012

Solicitation-Related Information:

Solicitations Sent: 20
 Responses Received: 3
 HUB Information:
 % HUB Subcontractor:

Special Contract Considerations:

- Award has been protested; interested parties have been notified.
- Award is not to the lowest bidder; interested parties have been notified.
- Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: N/A
 Funding Account(s): 001-4952-621-5003, 099-4951-621-5003
 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	04/22/2011 11:01 AM
Purchasing	Cyd Grimes	Completed	04/25/2011 12:45 PM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/25/2011 1:24 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



TRANSPORTATION AND NATURAL RESOURCES
STEVEN M. MANILLA, P.E., COUNTY EXECUTIVE

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

RECEIVED
TRAVIS COUNTY
2011 APR 14 PM 3:38
PURCHASING
OFFICE

April 14, 2011

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
Caryl B. Johnson for
FROM: Steven M. Manilla, P.E., County Executive

SUBJECT: Award of Bid, IFB# **B110143LD – Transmission Repair Services**

TNR has reviewed the above referenced bids and recommends award to the lowest bidder, Alamar Austin Inc dba AAMCO Transmissions of North Austin. TNR also recommends award of a secondary contract to Eagle Transmission. Items 27 and 28 were not bid on by either responsive bidder and will not be awarded.

The commodity code for Transmission Repair Services is 928 and the sub-commodity is 085. The budget lines are 001-4952-621-5003 and 099-4951-621-5003.

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

SMM:SMM:cj
Contract File

		exclude this transmission from our bid.		
Alamar Austin, Inc. dba AAMCO Transmissions of North Austin	First Offer - \$125.00	1 / each	\$125.00	Y
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes:		

Supplier Totals

Eagle Transmission		\$145,118.00 (72/72 items)		
Bid Contact Joe Werner joewerner@austin.rr.com Ph 512-771-3375	Address 6218 Manchaca Road Austin, TX 78745			
Bid Notes	<p>Our shop does all of our work to the standards necessary to offer the 36 month/36,000 mile warranty that we give to our retail customers, which makes us the leader in our industry.</p> <p>Although this bid only allows for a 12 month/12,000 mile warranty, all work will still be performed to our regular strict standards. Those standards allow us to typically provide a warranty 3 times as long as the warranty offered by the providers Travis County has chosen in the past.</p> <p>Please Note: We don't work on transmissions for Hybrid vehicles.</p>			
Agency Notes:	<p>Supplier Notes: Our shop does all of our work to the standards necessary to offer the 36 month/36,000 mile warranty that we give to our retail customers, which makes us the leader in our industry.</p> <p>Although this bid only allows for a 12 month/12,000 mile warranty, all work will still be performed to our regular strict standards. Those standards allow us to typically provide a warranty 3 times as long as the warranty offered by the providers Travis County has chosen in the past.</p> <p>Please Note: We don't work on transmissions for Hybrid vehicles.</p>			
Alamar Austin, Inc. dba AAMCO Transmissions of North Austin		\$128,908.00 (70/72 items)		
Bid Contact Allan M. Nurenberg anurenberg@prodigy.net Ph 512-458-6115 Fax 512-458-4165	Address 8417 Burnet Rd. Austin, TX 78757			
Qualifications SB				
Agency Notes:	Supplier Notes:			
CenTex Automotive Inc.		\$163,100.81 (68/72 items)		
Bid Contact Steve Fulton sfulton@cottmanauto.com Ph 512-401-6100	Address 1915-B S. Bell (Hwy 183) Cedar Park, TX 78613			
Agency Notes:	Supplier Notes:			

**

GM200I13

TRAVIS COUNTY

4/21/11
13:16:26

Fiscal Year 2011

Account Balance Inquiry

Account number : 1-4952-621.50-03
 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 : 50 REPR & MTNC-SERVCS PURCHD
 Object : 03 REPAIRS - AUTOS & TRUCKS

Original budget :	190,894	
Revised budget :	185,475	04/15/2011
Actual expenditures - current . . . :	24,714.37	
Actual expenditures - ytd :	109,056.52	
Unposted expenditures :	.00	
Encumbered amount :	31,086.97	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	2,280.22	
Total expenditures & encumbrances:	167,138.08	90.1%
Unencumbered balance :	18,336.92	9.9

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

GM200I13

TRAVIS COUNTY

4/21/11

Fiscal Year 2011

Account Balance Inquiry

13:16:42

Account number : 99-4951-621.50-03
 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 : 50 REPR & MTNC-SERVCS PURCHD
 Object : 03 REPAIRS - AUTOS & TRUCKS

Original budget :	48,000	
Revised budget :	48,979	04/15/2011
Actual expenditures - current . . . :	5,091.30	
Actual expenditures - ytd :	19,704.83	
Unposted expenditures :	.00	
Encumbered amount :	2,088.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	26,884.13	54.9%
Unencumbered balance :	22,094.87	45.1

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: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: Lori Clyde, Purchasing, 854-4205
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Modification No. 3 to Contract No. PS990080TS, CAP Systems, Inc., for Case Management and Benefits Administration (CABA) System.

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.

ITS recommends approval modifying the existing CABA database user screens to address design and data security issues with the Client Additional Intake and Case Note panel screens respectively. ITS is responsible for the management and system administration of the Case Management and Benefits Administration (CABA) database for HHS. In addition, ITS is committed to stream-lining functionality in CABA to save time whereby increasing efficiency. The purchase of modifications to the Client Additional Intake and Case Note panel screens will simplify client data entry, eliminate multi-updates to records as well as date stamp case note records. The cost of this modification is \$6,500.00 and will not affect the annual maintenance costs.

Contract Expenditures: Within the last 12 months \$51,543.00 has been spent against this contract.

Contract Modification Information:

Modification Amount: \$6,500.00
 Modification Type: Additional programming services
 Modification Period: Beginning May 3, 2011

- **Funding Information:**

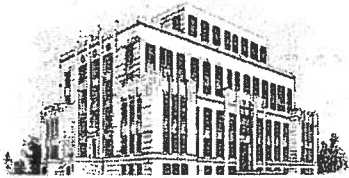
Purchase Requisition in H.T.E.: 527062
 Funding Account(s): 001-1243-523-6099
 Comments:

- **Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	04/22/2011 10:56 AM
Purchasing	Cyd Grimes	Completed	04/25/2011 12:46 PM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/25/2011 1:24 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	




Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Joe Harlow Jr., Chief Information Officer

314 W. 11th Street, P. O. Box 1748, Austin, TX 78767 (512) 854-9666 Fax (512) 854-4401

DATE: Tuesday, March 24, 2011
TO: Cyd V. Grimes, C.P.M. – Travis County Purchasing Agent
FROM: Joe Harlow, Chief Information Officer 
SUBJ: Recommendation for Approval of Database Modifications – CABA

Proposed Motion:

To approve purchase of modifications to the existing CABA database user screens to address design and data security issues with the Client Additional Intake and Case Note panel screens respectively.

Summary & Staff Recommendation:

ITS is responsible for the management and system administration of the Case Management and Benefits Administration (CABA) database for HHS. In addition, ITS is committed to stream-lining functionality in CABA to save time whereby increasing efficiency. The purchase of modifications to the Client Additional Intake and Case Note panel screens will simplify client data entry, eliminate multi-updates to records as well as date stamp case note records.

Issues and Opportunities:

The modification can assist with the following functions.

(1) Improved Ease of Use for users entering responses to questions in the Client Additional Intake screen by presenting questions in list format and responses programmed within the screen so that users can quickly enter client data. Currently, data entry is time consuming so much so that users manually record responses with the intention of returning to the screen to enter data.

(2) Improve data integrity by preventing users from making at will changes to client progress notes. It will include a user name and date stamp feature as well as the inability to make changes after entry. This function will provide permanent notes reflecting the general progression of services and assistance received by clients.

Background:

The Case Management and Benefits Administration (CABA) system utilizes a software application call Community Action Program Total Automated Information Network. The CAPTAIN integrated system approach is built upon the concept of a single Client Data Base for all individual clients and family members served to which all departments of the agency have access.

CABA was implemented September, 2000. Multiple upgrades/modifications have followed since then The most recent being completion of the Version 2.0 upgrade and Aircheck Enhancement being July 2010.

Budgetary and Fiscal Impact:

The total impact of the purchase is \$6500 and is pre-encumbered with requisition no. 527062 in the following line item:

001-1243-523-6099	\$ 6,500.00
-------------------	-------------

Required Authorizations:

LEGAL:	John Hille, County Attorneys Office
PURCHASING:	Lori Clyde, Purchasing Department
BUDGET:	Randy Lott, Planning and Budget Office

CC: Jim Lehrman, HHS; Tanya Acevedo, ITS; Russell Hahn, ITS; Pamela Dacus, ITS; Nick Macik, ITS;

GM200I13

TRAVIS COUNTY

4/21/11

Fiscal Year 2011

Account Balance Inquiry

18:26:18

Account number : 1-1243-523.60-99
 Fund : 001 GENERAL FUND
 Department : 12 INFORMATION & TELECOMMUNI
 Division : 43 BUS DEVEL & STRATEGC PLAN
 Activity basic : 52 GENERAL GOVERNMENT
 Sub activity : 3 INFORMATION SYSTEMS MGMT
 Element : 60 OTHER PURCHASED SERVICES
 Object : 99 OTHER PURCHASED SERVICES

Original budget : 45,000
 Revised budget : 41,091 02/14/2011
 Actual expenditures - current . . : .00
 Actual expenditures - ytd : .00
 Unposted expenditures : .00
 Encumbered amount : 4,900.00
 Unposted encumbrances : .00
 Pre-encumbrance amount : 6,500.00
 Total expenditures & encumbrances: 11,400.00 27.7%
 Unencumbered balance : 29,691.00 72.3

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

PURCHASE REQUISITION NBR: 0000527062

REQUISITION BY: JIM BOYD/854-4796

STATUS: READY FOR BUYER PROCESS
 REASON: DATABASE MODIFICATIONS - CABA

DATE: 3/24/11

SHIP TO LOCATION: ITS - ADMIN

SUGGESTED VENDOR: 47253 CAP SYSTEMS INC

DELIVER BY DATE: 3/24/11

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	CLIENT INTAKE ADDITIONAL INFO SCREENS COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	1.00	EA	3000.0000	3000.00	
2	PROGRESS NOTES PROGRAMMING AND TESTING COMMODITY: DP PROC/COMP/SOFTWARE SVC SUBCOMMOD: SOFTWARE UPDATING SVCS	28.00	HR	125.0000	3500.00	
REQUISITION TOTAL:					6500.00	

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	00112435236099	OTHER PURCHASED SERVICES	100.00	3000.00
2	00112435236099	OTHER PURCHASED SERVICES	100.00	3500.00
				6500.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: Jason Walker, Purchasing, 854-45562
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Contract Award for TCCC Firing Range Lane Addition Expansion, IFB No. B110142-JW, to the Low Bidder, G. Creek Construction

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 project is for the civil and structural renovations to the TCCC Firing Range. Subject IFB opened on April 13, 2011, with three (3) bids received in response to the solicitation. For the base bid, G. Creek Construction submitted a total amount of \$137,000.00. The Unit Prices for each item have been verified, along with the extended amounts for each item and are correct as submitted. (see attached Bid Form).

The Sheriff's Office has reviewed the bids and recommends awarding, with Purchasing's concurrence, a construction contract to the low bidder, G. Creek Construction, in the amount of \$204,050.00, consisting of the Base Bid at \$137,000.00, along with all three (3) Add Alternates in the amount of \$67,050.00.

Contract Expenditures: Within the last N/A months \$0.00 has been spent against this contract.

Contract-Related Information:

Award Amount: \$204,050.00
 Contract Type: Construction
 Contract Period: 60 Calendar Days

Contract Modification Information: N/A

Modification Amount:
 Modification Type:
 Modification Period:

Solicitation-Related Information:

Solicitations Sent: 57

Responses Received: 3

HUB Information: No

% HUB Subcontractor: 0%, Vendor is self-performing.

Special Contract Considerations: N/A

Award has been protested; interested parties have been notified.

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

Comments:

• **Funding Information:**

Purchase Requisition in H.T.E.: 523887

Funding Account(s): 652-3728-562-8122

Comments: N/A

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/25/2011 9:18 AM
Purchasing	Cyd Grimes	Completed	04/25/2011 10:20 AM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/25/2011 1:22 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

4249

TNR: Mark Stefanov
County Attorney: Tenley Al dredge
PBO: Leroy Nellis
Auditor's Office: Susan Spataro, Jose Palacios



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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


PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Jason Walker

FROM: Mark Stefanov 

DATE: April 19, 2011

SUBJECT: Award recommendation for Project: TCCC Firing Range Lane Addition Expansion

This is a recommendation that G Creek Construction's BIDSYNC submission be accepted for the construction efforts for this project. The TCSO Financial Office will modify the Requisition to reflect the vendor and the current price of \$204,050.00. This amount includes all alternates.

The Travis County Sheriff's Office Financial will connect the Requisition after the contract data has been loaded so that a Purchase Order may be issued. Contact Maria Wedhorn, x44474 and expedite as practical.

	Square Feet	12,000
TOTAL PROJECT BUDGET:	\$	300,000
	Contract Amount	\$ 204,050
	Possible unspent finds	\$ 95,950
	Construction+Possible unspent finds:	\$ 300,000
	Cost per square foot	\$ 17

Please contact me with any questions at x45321. Your assistance in this matter will be greatly appreciated.

Sheriff's Office Work Order number: 202246
 Requisition number 523887
 Account Number M09652

CC: Sheriff's Office Engineer's File
Maria Wedhorn
Major Long



Safety, Integrity, Tradition of Service

Bid #B110142-JW - TCCC Firing Range Lane Addition Expansion, FY11Creation Date **Mar 16, 2011**End Date **Apr 13, 2011 2:00:00 PM CDT**Start Date **Mar 17, 2011 10:43:12 AM CDT**Awarded Date **Not Yet Awarded**


G Creek Construction		\$137,000.00		
Bid Contact Steve Joyner steve@gcreek.com Ph 512-452-5640 Fax 512-452-5640		Address P.O. Box 163764 Austin, TX 78716		
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B110142-JW-1-01	TCCC Firing Range Lane Addition Expansion - First Offer	\$137,000.00	1 / Lump sum	\$137,000.00
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Type Base Bid Amount in Words: Add Alt. No. 1- Concrete pad fill: \$39,550.00 Type Add Alternate No. 1 in Words: Add Alt. No. 2- Electrical matching: \$23,000.00 Type Add Alternate No. 2 in Words: Add Alt. No. 3- PVC piping : \$4,500.00 Type Add Alternate No. 3 in Words:		

Patin Construction LLC		\$195,370.00		
Bid Contact Tim Patin tim@patincon.com Ph 512-269-1071		Address 641 West Front Street Hutto, TX 78634		
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B110142-JW-1-01	TCCC Firing Range Lane Addition Expansion - First Offer	\$195,370.00	1 / Lump sum	\$195,370.00
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Type Base Bid Amount in Words: One Hundred Ninety Five Thousand Three Hundred Seventy Dollars and Zero Cents Add Alt. No. 1- Concrete pad fill: 30,500.00 Type Add Alternate No. 1 in Words: Thirty Thousand Five Hundred Dollars and No Cents Add Alt. No. 2- Electrical matching: 37,310.00 Type Add Alternate No. 2 in Words: Thirty Seven Thousand Three Hundred Ten Dollars and Zero Cents Add Alt. No. 3- PVC piping : 3,250.00 Type Add Alternate No. 3 in Words: Three Thousand Two Hundred Fifty Dollars and Zero Cents		


QA CONSTRUCTION SERVICES, INC.		\$199,499.00		
Bid Contact MARCOS GUTIERREZ mg@qasystems.com Ph 512-637-6131 Fax 512-637-6189 Qualifications HUB		Address 5000 BURLESON ROAD AUSTIN, TX 78744		
Agency Notes:		Supplier Notes:		
Item #	Line Item	Unit Price	Qty/Unit	Total Price
B110142-	TCCC Firing Range Lane Addition Expansion -	\$199,499.00	1 / Lump	\$199,499.00

JW-1-01	First Offer	sum	
Agency Product Code: Agency Notes:		Supplier Product Code: Supplier Notes: Type Base Bid Amount in Words: One hundred ninety nine thousand four hundred ninety nine Add Alt. No. 1- Concrete pad fill: \$46,800 Type Add Alternate No. 1 in Words: Forty six thousand eight hundred Add Alt. No. 2- Electrical matching: \$27,120 Type Add Alternate No. 2 in Words: Twenty seven thousand one hundred twenty Add Alt. No. 3- PVC piping : \$5000 Type Add Alternate No. 3 in Words: Five Thousand	

TRAVIS COUNTY PURCHASING OFFICE CONSTRUCTION CONTRACTS: BID TABULATION FORM

BID DATE:	April 13, 2011	
OPEN TIME:	2:00 PM	
BIDS EXPIRE:	90 Days	
BID NO.:	B110142-JW	
DESCRIPTION:	TCCC Firing Range Lane Addition	
DEPARTMENT:	Expansion	
CONTACT/NO.:	Sheriff's Office	
BIDS RECEIVED:	Mark Stefanov/445321	
	3	

BIDDER	BASE BID	Add Alt. 1	Add Alt. 2	Add Alt. 3	Addm	Bid Bond	Ethics	Cert. Sec.	Safety	HUB	Sub HUB %
G. Creek Construction	\$137,000.00	\$39,550.00	\$23,000.00	\$4,500.00	Y	Y	Y	Y	Y	N	0.00%
Patin Construction	\$195,370.00	\$30,500.00	\$37,310.00	\$3,250.00	Y	Y	Y	Y	Y	N	5.79%
QA Construction Services, Inc.	\$199,499.00	\$46,800.00	\$27,120.00	\$5,000.00	Y	Y	Y	Y	Y	N	0.00%

Print Name	SIGNATURE	Date
Jason G. Walker		4/14/2011

DRAFT

AGREEMENT FOR CONSTRUCTION SERVICES

CONTRACT NO. 11K00142JW

This Agreement for Construction Services (the "Construction Contract") is entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "Owner"), and G. Creek Construction, (the "Contractor").

WHEREAS, the Owner desires to enter into the Construction Contract for the construction of **TCCC Firing Range Lane Addition Expansion** (the "Project") in accordance with the provisions of the state statutes and in conformance with the Notice to Proceed (as issued by the Travis County Purchasing Agent), the Contractor's Bid (including the Bidding Documents, the Bid Form, any appendices to the Specifications addressing additional technical or other Project requirements, and any Addenda or Amendments thereto), General Conditions, Supplementary Conditions, and the Specifications, which term shall include the Drawings and/or Plans marked "**TCCC Firing Range Lane Addition Expansion**" Travis County, Texas, IFB No. **B110142-JW**; and

WHEREAS, the Contractor has been engaged in and does comparable work and represents that it is fully equipped, competent and capable of performing the above-desired work, and desires to perform such work in accordance with the provisions of the Construction Contract; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions stated herein, the Owner and the Contractor agree as follows:

ARTICLE I

- 1.1 In addition to such other terms as may be specifically defined herein, the capitalized terms referenced herein shall have the meanings ascribed to such terms in the General Conditions.
- 1.2 The written notice to proceed as issued by the Travis County Purchasing Agent (the "Notice to Proceed"), the Contractor's Bid as accepted by the Travis County Commissioners Court, the General Conditions, the Supplementary Conditions, the Specifications (which term shall include the Drawings and Plans marked "**TCCC Firing Range Lane Addition Expansion**," Travis County, Texas, IFB No. **B110142-JW**, any appendices to the Specifications addressing additional technical or other Project requirements, and all addenda issued by the Architect/Engineer or the Travis County Purchasing Agent prior to the execution of this Construction Contract are incorporated in the Construction Contract as if set out at length.
- 1.3 The Contractor agrees to perform the work described in this Construction Contract and any and all documents incorporated therein (the "Work"). The Contractor shall commence the Work upon issuance of the Notice to Proceed, and subject to authorized adjustments, shall achieve substantial completion of the Work within **60 calendar days of such issuance** (the "Substantial Completion Date"). All time limits stated in the Construction Contract, and/or the Contract Documents are of the essence. The Substantial Completion Date will not be modified, extended, or otherwise revised except because of rain or other adverse weather conditions or as expressly provided in the Construction Contract documents, and the Contractor acknowledges that it may be required to work on weekends or holidays in order to achieve substantial completion by the Substantial Completion Date.
- 1.4 If the Contractor fails to achieve substantial completion of the Work by the Substantial Completion Date, the Contractor, by execution of this Construction Contract, specifically acknowledges that the Owner will sustain damages for each day the Work extends beyond the Substantial Completion Date. Because of the impracticality and extreme difficulty of fixing and ascertaining the Owner's actual damages, the Contractor agrees **\$100.00 per calendar day** shall be retained by the Owner from any amounts due the Contractor for every day that the Contractor's performance of the Work extends beyond the Substantial Completion Date.

DRAFT**ARTICLE II**

- 2.1 For and in consideration of the Contractor's performance of the Work, the Owner shall pay the Contractor, in the manner provided for in Article 9 of the General Conditions, the total sum of \$204,050.00 (the "Contract Sum"). The Contract Sum is comprised of (i) \$ 87,741.15 for materials to be incorporated into the Project or completely consumed at the job site and services required by or integral to the performance of this Construction Contract and (ii) 116,308.85 for all other charges, including the cost of other services, overhead, and materials which do not become part of the finished project or are reusable. This division of the Contract Sum is made to reflect sales tax purposes only. Invoices and payments need not reflect this division. However, Contractor shall maintain internal records to verify. Contractor shall make these records available upon request of the Travis County Auditor.
- 2.2 If at any time during the performance of this Construction Contract the Travis County Commissioners Court (i) fails to provide funding for this Construction Contract during the following fiscal year of Travis County, Texas, (ii) does not adopt a budget for expenditures, or (iii) is able only to partially fund the expenditures required by this Construction Contract, then the Owner may, upon giving the Contractor written notice of such failure to fund and termination, terminate this Construction Contract, or a part thereof, without any further liability, effective thirty (30) days after the Owner notifies the Contractor in writing of such failure to fund and termination. The Owner shall pay the Contractor for any portion of the Work completed up to the effective date. The Contractor shall have no recourse as to sums beyond those for any portion of the Work performed up to the effective date, including without limitation any recovery for lost profits anticipated to be made hereunder.
- 2.3 This Construction Contract may be amended only by a Travis County construction "Change Order" form signed by the Travis County Sheriff's Office Department (TCSO), the Contractor, and necessary representatives designated by the Owner.
- 2.4 The Owner may terminate this Construction Contract if it is found that the Contractor offered or gave gratuities to any employee of the Owner with the intent to influence the purchasing process in any manner, either before or after the award of this Construction Contract. The Travis County Commissioners Court shall determine if the Contractor used gratuities to influence the process. If so determined and the Owner terminates this Construction Contract, the Owner shall be entitled to (i) pursue the same remedies against the Contractor as it could pursue if this Construction Contract were breached by the Contractor, and (ii) collect exemplary damages in an amount determined by the Travis County Commissioners Court which shall be not less than three nor more than ten times the amount given to any officer or employee of the Owner. The rights and remedies in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law.
- 2.5 The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Construction Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees and established commercial selling agencies maintained by the Contractor to secure business. If the Contractor breaches this warranty, then the Owner shall have the right to terminate this Construction Contract without liability, or in its discretion to deduct from the amount due to the Contractor from the Owner, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.
- 2.6 No action or failure to act by the Owner or the Contractor shall constitute a waiver of any right or duty afforded either of them under this Construction Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

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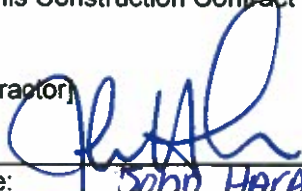
The effective date of this Construction Contract shall for all purposes be the date of the execution of the last to sign, whether the Owner or the Contractor.

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

TRAVIS COUNTY, TEXAS

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

[Contractor]

By:  _____
Name: John HARALSON
Title: PRESIDENT
Date: 4/20/11

APPROVED AS TO FORM BY:

 _____
County Attorney

FUNDS VERIFIED BY:

County Auditor

APPROVED BY PURCHASING AGENT:

County Purchasing Agent



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Diana Gonzalez, Purchasing, 854-5860
Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

APPROVE CONTRACT AWARDS FOR COUNTYWIDE PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT SERVICES, RFS #S110055-DG, TO THE FOLLOWING QUALIFIED FIRMS:

- A. PS110155DG, RIMKUS CONSULTING GROUP, INC.;
 - B. PS110156DG, TERRACON CONSULTANTS, INC.;
 - C. PS110157DG, PROFESSIONAL SERVICES INDUSTRIES, INC.;
 - D. PS110158DG, MACTEC ENGINEERING AND CONSULTING, INC.;
- and
- E. PS110159DG, ERC ENVIRONMENTAL CONSULTANTS, INC.
-

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.

Seven qualification statements were received on March 2, 2011 in response to RFS #S110055-DG, Indoor Air Quality Assessment Services. Risk Management reviewed, evaluated and scored the proposals from the seven firms. Based on the evaluation factors and individual point assessment Risk Management is recommending contract award to five of the top firms (Rimkus Consulting Group, Terracon Consultants, Professional Services Industries, MACTEC Engineering and ERC Environmental). This will establish a county-wide "pool" of Indoor Air Quality Contracts for use on County projects. As a project is identified a Firm will be selected by Risk Management on as "as needed basis" through issuance of individual Purchase Orders.

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

Contract-Related Information:

Award Amount:

Contract Type: Professional Services
Contract Period: 1 year (four optional years)

Contract Modification Information:

Modification Amount:
Modification Type:
Modification Period:

Solicitation-Related Information:

Solicitations Sent: 25
Responses Received: 7
HUB Information: "project by project basis"
% HUB Subcontractor: "project by project basis"

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.: TBD
Funding Account(s): "as needed basis"
Comments:

• **Statutory Verification of Funding:**

Contract Verification Form: Funds Verified Not Verified by Auditor.

REQUIRED AUTHORIZATIONS:

Purchasing	Marvin Brice	Completed	04/26/2011 3:08 PM
Purchasing	Cyd Grimes	Completed	04/26/2011 3:29 PM
Purchasing Admin Support Group	Patricia Estrada	Completed	04/26/2011 3:30 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



HRMD

Human Resources Management Department

1010 Lavaca Street, 2nd Floor
Austin, Texas 78701

• (512) 854-9165 / FAX(512) 854-3128 •

P.O. Box 1748
Austin, Texas 78767

DATE: March 25, 2011

TO: Cyd V. Grimes, Purchasing Agent

THROUGH: Dan Mansour, Risk and Benefits Manager, HRMD *D.M.*

FROM: Chuck Watt, Occupational Health & Safety Engineer, HRMD @

SUBJECT: Recommendations for RFS # S110055-DG, Indoor Air Quality Assessment Consulting Services

After careful review of the seven (7) submitted bids, it is our recommendation to award contracts to the top five (5) offerors based on their evaluation factors and individual point assessment. The top five (5) offerors include:

1. ERC Environmental Consultants, Inc.
2. Rimkus Consulting Group, Inc.
3. Professional Services Industries, Inc.
4. MACTEC Engineering and Consulting, Inc.
5. Terracon Consultants, Inc.

The final evaluation documents are attached for your review. Please contact me if you have any questions.

Attachment: RFS S110055DG-DG Indoor Air Quality Assessment Evaluation Recap
Individual Offeror Evaluation Sheets (7)
Point determination for Pricing on RFS #S110055-DG IAQ Consultant Services
Sample Job for Price Evaluation Purposes Only

Cc: Diane Blankenship, Director, HRMD
File Copy

RFS S110055DG-DG Indoor Air Quality Assessment Evaluation Recap

Evaluation Factors	Max Points	ERC Environmental Consultants		Rimkus Consulting		Professional Services Industries		MACTEC Engineering		Terracon		Baer Engineering		Farmer & Associates	
		Rank	Points	Rank	Points	Rank	Points	Rank	Points	Rank	Points	Rank	Points	Rank	Points
Firm Experience and Qualifications	100	4	78	1	92	3	80	5	77	2	92	6	74	7	65
Project Team Experience and Qualifications	75	5	65	1	75	1	75	6	60	4	70	1	75	7	25
Firm Location	25	7	5	1	25	1	25	1	25	1	25	1	25	1	25
Price	100	1	95	5	47	4	58	3	70	6	37	7	20	2	77
Final Rank TOTAL Points	300	1	243	2	239	3	238	4	232	5	224	6	194	7	192

FIRM:	ERC Environmental Consultants, Inc.	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	17
2) Variety of experience;	8	383
3) Certifications, licenses or association memberships;	17	LMACo LAbSAgency Certified Lead Firm and AIHA, IAQA, Abs Lab
4) Number of full time employees;	5	31
CIH Years Experience (3)	3	Subcontractor (-2)
Other Certification	5	LMAC Abs Lead
5) List of Subcontractors	10	CIH and Mold Consultant
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	10	Mold 2 IAQ Asbestos 5 – mostly asbestos (-5) Lead 2
Points Awarded	78	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	15	Mold (little) IAQ Asbestos – mostly asbestos (-10) Lead
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	65	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Houston, TX
Local Office	0	Houston, TX - not Local (-10)
Local Contact	0	Houston, TX - not Local (-10)
Points Awarded	5	
Price	<i>100 points Max</i>	
Points Awarded	95	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	243	

FIRM:	Rimkus Consulting Group, Inc.	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	10
2) Variety of experience;	17	887
3) Certifications, licenses or association memberships;	15	LMACo LAbcsAgency Certified Lead Firm
4) Number of full time employees;	5	200+
CIH Years Experience (3)	5	18
Other Certification	5	LMAC Abs Lead and more CIC, MAT, PE
5) List of Subcontractors	10	BMS
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	15	Mold 4 IAQ 1 Asbestos 3 Lead 1
Points Awarded	92	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	25	Mold IAQ Asbestos Lead and HVAC
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	75	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Houston, TX
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	47	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	239	

FIRM:	Professional Services Industries, Inc, (PSI)	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	21
2) Variety of experience;	5	82
3) Certifications, licenses or association memberships;	20	LMACo and mold lab, asbs lab, lead lab (+3) LAbSCAgency Certified Lead Firm and AIHA accreditation (+2)
4) Number of full time employees;	5	115
CIH Years Experience (3)	5	36
Other Certification	5	LMAC Abs Lead
5) List of Subcontractors	10	None
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	10	Mold 6 IAQ 0 Asbestos 0 Lead 0 no asbs, lead or IAQ (-5)
Points Awarded	80	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	25	Mold IAQ Asbestos Lead
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	75	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Oakbrook Terrace, IL
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	58	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	238	

FIRM:	Mactec Engineering and Consulting, Inc.	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	5	8
2) Variety of experience;	6	138
3) Certifications, licenses or association memberships;	16	LMACo LAbcsAgency Certified Lead Firm and Asbs Lab (+1)
4) Number of full time employees;	5	7
CIH Years Experience (3)	5	43
Other Certification	5	LMAC Abs Lead
5) List of Subcontractors	10	None
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	15	Mold 2 IAQ 2 Asbestos 3 Lead 1
Points Awarded	77	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	15	Mold IAQ Asbestos – mostly asbestos (-10) Lead
Provide names of professionals directly responsible for performance of services and number of years of management experience.	20	No years specified
Points Awarded	60	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Atlanta, GA
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	70	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	232	

FIRM:	Terracon	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	12
2) Variety of experience;	17	842
3) Certifications, licenses or association memberships;	15	LMACo LAbcsAgency Certified Lead Firm
4) Number of full time employees;	5	98
CIH Years Experience (3)	5	28
Other Certification	5	LMAC Abs Lead
5) List of Subcontractors	10	CAD
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	15	Mold 5 IAQ 1 Asbestos 4 Lead 5
Points Awarded	92	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	20	Mold IAQ Asbestos Lead – no lead (-5)
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	70	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Olathe, KS
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	37	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	224	

FIRM:	Baer Engineering, Inc	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	12
2) Variety of experience;	5	64
3) Certifications, licenses or association memberships;	15	LMACo LAbSAgency Certified Lead Firm
4) Number of full time employees;	5	9
CIH Years Experience (3)	5	40
Other Certification	4	LMAC Abs No lead (-1)
5) List of Subcontractors	10	CAD, Courier, Reproduction
6) List of Laboratories	10	
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	10	Mold 3 IAQ 3 Asbestos 0 Lead 0 – No asbestos or lead (-5)
Points Awarded	74	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	25	
Provide list of all pertinent work performed by the team during the past three (3) years.	25	Mold IAQ Asbestos Lead
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	75	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Austin, TX
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	20	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	194	

FIRM:	Farmer & Associates, Inc.	
Evaluation Factors		
Firm Experience (RE: Part I, Sec. B, Att. 5, paras. 9 - 15) - Review:	<i>100 points Max</i>	
1) Firms years of experience;	10	16
2) Variety of experience;	20	1058
3) Certifications, licenses or association memberships;	15	LMACo LAbSAgency Certified Lead Firm
4) Number of full time employees;	5	23
CIH Years Experience (3)	0	HUB Subcontractor not specified
Other Certification	5	LMAC Abs Lead
5) List of Subcontractors	0	Not specified
6) List of Laboratories	0	Not specified
7) References for at least six (6) contacts under which similar services have been provided for the past five (5) years.	10	Mold 4 IAQ 2 Asbestos 0 Lead 0 – no asbestos or lead (-5)
Points Awarded	65	
Project Team Experience and Qualifications (RE: Part I, Sec. B, Att. 5, paras. 16 - 19)	<i>75 points Max</i>	
Project Management Chart showing team members, areas of responsibility and team organization structure	0	Not Specified
Provide list of all pertinent work performed by the team during the past three (3) years.	0	Not specified
Provide names of professionals directly responsible for performance of services and number of years of management experience.	25	
Points Awarded	25	
Firm Location	<i>25 points Max</i>	
Corporate offices	5	Allen, TX
Local Office	10	Austin, TX
Local Contact	10	
Points Awarded	25	
Price	<i>100 points Max</i>	
Points Awarded	77	
TOTAL POINTS	<i>300 points Max</i>	
Total Points Awarded	192	

RFS #S110055-DG

SAMPLE JOB FOR PRICE EVALUATION PURPOSES ONLY

ITEM NO.	TEST OR FUNCTION	RIMKUS			(PSI) PROFESSIONAL			ERC Environmental			Farmer & Associates			MACTEC			TERRACON			Baer Engineering		
		QTY	Unit Cost	Total	QTY	Unit Cost	Total	QTY	Unit Cost	Total	QTY	Unit Cost	Total	QTY	Unit Cost	Total	QTY	Unit Cost	Total	QTY	Unit Cost	Total
Category A – Laboratory Analyses																						
1.	Airborne total fungal spore counts and identification, 3 day results	20	\$42.00	\$840.00	20	\$50.00	\$1,000.00	20	\$40.00	\$800.00	20	\$30.00	\$600.00	20	\$33.00	\$660.00	20	\$50.00	\$1,000.00	20	\$55.00	\$1,100.00
6.	WallCheck™ total fungal spore counts and identification, 3 day results	3	\$42.00	\$126.00	3	\$50.00	\$150.00	3	\$40.00	\$120.00	3	\$30.00	\$90.00	3	\$50.00	\$150.00	3	\$50.00	\$150.00	3	\$46.25	\$138.75
Category B. - Onsite Surveys																						
31.	Wall moisture tests	20	\$0.00	\$0.00	20	\$2.00	\$40.00	20	\$10.00	\$200.00	20	\$0.00	\$0.00	20	\$0.00	\$0.00	20	\$5.00	\$100.00	20	\$5.00	\$100.00
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	1	\$0.00	\$0.00	1	\$5.00	\$5.00	1	\$0.00	\$0.00	1	\$0.00	\$0.00	1	\$0.00	\$0.00	1	\$5.00	\$5.00	1	\$5.00	\$5.00
Category C. - Media																						
36.	CarpetCheck™ cassette	3	\$11.75	\$35.25	3	\$3.00	\$9.00	3	\$5.00	\$15.00	3	\$30.00	\$90.00	3	\$0.00	\$0.00	3	\$6.00	\$18.00	3	\$2.50	\$7.50
Category D. – Equipment (unit cost per day)																						
48.	High volume sampling pump, calibrated	1	\$0.00	\$0.00	1	\$10.00	\$10.00	1	\$0.00	\$0.00	1	\$25.00	\$25.00	1	\$0.00	\$0.00	1	\$10.00	\$10.00	1	\$56.25	\$56.25
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	7	\$0.00	\$0.00	7	\$75.00	\$525.00	1	\$0.00	\$0.00	1	\$70.00	\$70.00	1	\$46.75	\$46.75	1	\$90.00	\$90.00	1	\$143.75	\$143.75
Category E. – Personal Protective Equipment																						
63.	Reusable respirator	1	\$0.00	\$0.00	1	\$16.50	\$16.50	1	\$40.00	\$40.00	1	\$170.00	\$170.00	1	\$0.00	\$0.00	1	\$100.00	\$100.00	1	\$21.24	\$21.24
64.	Respirator replacement cartridges, P100	1	\$14.50	\$14.50	1	\$8.80	\$8.80	1	\$10.00	\$10.00	1	\$8.00	\$8.00	1	\$0.00	\$0.00	1	\$5.00	\$5.00	1	\$18.74	\$18.74
Attachment 2 Hourly Rates																						
1	Project Manager - Certified Industrial Hygienist	10	\$160.00	\$1,600.00	10	\$100.00	\$1,000.00	10	\$100.00	\$1,000.00	10	\$150.00	\$1,500.00	10	\$163.00	\$1,630.00	10	\$145.00	\$1,450.00	10	\$151.19	\$1,511.90
2	Project Manager - Licensed Mold Assessment Consultant	10	\$160.00	\$1,600.00	10	\$85.00	\$850.00	10	\$85.00	\$850.00	10	\$85.00	\$850.00	10	\$90.00	\$900.00	10	\$125.00	\$1,250.00	10	\$127.66	\$1,276.60
4	CAD Drafter	5	\$110.00	\$550.00	5	\$45.00	\$225.00	5	\$45.00	\$225.00	5	\$45.00	\$225.00	5	\$76.00	\$380.00	5	\$75.00	\$375.00	5	\$95.66	\$478.30
5	Clerical	5	\$0.00	\$0.00	5	\$35.00	\$175.00	5	\$25.00	\$125.00	5	\$35.00	\$175.00	5	\$47.00	\$235.00	5	\$35.00	\$175.00	5	\$88.02	\$440.10
		TOTAL=	\$4,765.75		TOTAL=	\$4,014.30		TOTAL=	\$3,385.00		TOTAL=	\$3,795.00	TOTAL=	\$4,001.75		TOTAL=	\$4,728.00		TOTAL=	\$5,298.13		

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

RIMKUS CONSULTING GROUP, INC.

FOR

**PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

CONTRACT NO. PS110155DG

PART III
DRAFT PROFESSIONAL SERVICES AGREEMENT

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GENERAL PROVISIONS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY AND RIMKUS CONSULTING GROUP, INC.
FOR PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

This Agreement is entered into by and between the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

RIMKUS CONSULTING GROUP, INC., a Texas company, ("Consultant").

RECITALS

WHEREAS, County issued Request for Services Number RFS # S110055-DG (the "RFS") for proposals from qualified firms for the procurement of professional services related to analyzing and assessing the indoor air quality of County-owned as well as County-leased buildings, on an as-needed basis and Consultant submitted the successful proposal under the RFS;

WHEREAS, Consultant has the knowledge, experience, and expertise to provide the professional services described above and any necessary professional degrees, licenses, and certifications to do so, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Sections 262.023(a) and 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

"Agreement" means this Professional Services Agreement and all attachments. The attachments enumerated below are hereby made a part of this Agreement, and constitute promised performances by Consultant:

- 1.1 (i) Attachment A – Scope of Services
- (ii) Attachment B – Section 1: Delivery of Professional Services
Section 2: Fee Schedule
- (iii) Attachment C – Hourly Rates
- (iv) Attachment D – Insurance Requirements
- (v) Attachment E – Ethics Affidavit
Exhibit 1: Key Contracting List

(vi) Attachment F – Consultant’s Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

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

1.4 "County Building" means any County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by the County in the future; and buildings occupied by County employees.

1.5 “Was doing business” and “does business” shall mean:

(i) 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,

(ii) 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;

(iii) but does not include:

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

(b) 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 Consultant in the ordinary course of its business; and

(c) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment E (“Ethics Affidavit”).

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "County" means Travis County, Texas.

1.9 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant’s Qualifications Statement as part of Consultant’s proposal submitted in response to the RFS. Consultant will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises

(MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

Consultant may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

1.10 "Owned, managed, and independently controlled" shall mean that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, shall possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and shall have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership shall be measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

1.11 "Project Work Order" shall mean an order issued for the performance of services upon the completion of price negotiations for individual projects to be performed under this Agreement.

2.0 **GENERAL CONDITIONS:**

Consultant represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **PERIOD OF SERVICE:**

- 3.1 This Agreement shall become effective upon approval by the Commissioners Court and shall remain in full force and effect for an Initial Term of one (1) year.
- 3.2 **OPTION TO EXTEND:** County may unilaterally extend this Agreement for (4) four additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions hereof, except for term and price, shall remain unchanged and in full force and effect. The total term of this contract, including Options to Extend, shall not exceed (39) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4.0 **CONSULTANT CERTIFICATIONS:**

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and that he has not filed for bankruptcy. He further certifies that his company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.
- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, LICENSES, PATENTS, TRADE AND SERVICE MARKS, AND ALL OTHER PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED FOR OR IN CONNECTION WITH THIS AGREEMENT.**

5.0 **DISPUTES AND APPEALS:**

DISPUTES AND APPEALS (OCT '03): The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Consultant’s satisfaction, Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 INDEPENDENT CONTRACTOR:

The parties expressly acknowledge and agree that Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with County.

7.0 PROJECT WORK ORDERS/PURCHASE ORDER:

Consultant shall provide goods and services using the Project Work Order and Purchase Order procedures set forth in Attachment B ("Delivery of Professional Services and Fee Schedule"). Consultant shall reference the Agreement number, the Project Work Order number and the purchase order number on all invoices to the Travis County Risk Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant shall reference the Project Work Order and purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

8.0 COMPENSATION AND PAYMENT SCHEDULE

8.1 In consideration of Consultant's delivery of the professional IAQ assessment services described in the Scope of Services (Attachment A), Consultant shall receive the compensation described in Attachment B, Section 2 ("Fee Schedule"). Fees shall be invoiced and paid in accordance with the payment schedule set forth herein.

8.2 The term "Reimbursable Expenses" shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be invoiced and reimbursed at cost plus a negotiated fee and shall be limited to:

- 8.2.1 Reproduction Cost;
- 8.2.2 Shipping (samples, reports, sampling supplies); and
- 8.2.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement).

9.0 PAYMENTS:

9.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Submission of invoices shall be made to the address below for orders placed by the Purchasing Agent.

Travis County Risk Management
Attn.: Chuck Watt, Safety Engineer
P.O. Box 1748
Austin, Texas 78767

- 9.2 For purposes of payment discounts, time will begin upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 9.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the contract, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

10.0 INTEREST ON OVERDUE PAYMENT:

Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

11.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

12.0 WORK PRODUCT; OWNERSHIP OF DOCUMENTS:

- 12.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered hereunder, including but not limited to any and all deliverables described in the Scope of Services.
- 12.2 Consultant shall furnish County with all Work Product as requested, whether or not it is complete upon expiration of this Agreement or conclusion of the IAQ assessment project, or upon suspension or termination of this Agreement, as provided herein. Consultant shall have the right to retain copies of the Work Product for its records.
- 12.3 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of County and upon completion of each IAQ assessment project shall be delivered to County in an organized fashion.

13.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.0 COVENANT AGAINST CONTINGENT FEES:

Consultant represents and warrants that no person or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 CHANGE OF NAME AGREEMENTS:

Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by Consultant, the Purchasing Agent shall be notified immediately. No change in the obligation of Consultant will be recognized until such change is approved by Commissioners Court.

16.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT:

Failure by either County or Consultant in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the consultant. As a minimum, Consultant shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the

County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. . In the event of such termination the County shall pay Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for los of any profits anticipated to be made hereunder.

19.0 **CHANGES:**

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

19.1.1 Description of services;

19.1.2 Place of delivery;

19.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

19.2 It is acknowledged by Consultant that **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

19.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

19.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

20.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

21.0 SUBCONTRACTS:

Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. **IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

22.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement, and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County shall provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performances under the terms of this contract, it shall included requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

23.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. **NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.**

23.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

23.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

24.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply 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] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement.

County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

26.0 FORFEITURE OF CONTRACT:

26.1 Consultant must forfeit all benefits of this Agreement and County must retain all performance by Consultant and recover all consideration or the value of all consideration, paid to Consultant pursuant to this contract if:

26.1.1 Consultant was doing business at the time of submitting its proposal in response to the RFS or had done business during the 365-day period immediately prior to the date of which it submitted its proposal with one or more Key Contracting Persons; or

26.1.2 Consultant does business with a Key Contracting Person after the date on which Consultant submitted its proposal that resulted in this Agreement and prior to full performance of this Agreement.

27.0 NOTICES:

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

27.3 The address of Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT:

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.1 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable Sunday in April until 2:00 o'clock a.m. on the first applicable Sunday in October.

28.2 Gender and Number: 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 clearly requires otherwise.

29.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

30.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

30.1 CONSULTANT SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH CONSULTANT AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S ACTIONS.

30.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 27 of this Agreement of the following information:

30.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;

30.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

30.2.3 the alleged basis of the claim, action or proceeding;

30.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 the name or names of any person against whom this claim is being made.

30.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

31.0 CONSULTANT'S RESPONSIBILITY AND LIABILITY:

31.1 Consultant covenants to undertake no task in which a professional license, registration or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed or registered individual's license or registration expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

31.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, if applicable, and city ordinances currently in effect.

31.3 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at

least that standard of care which a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a good and workmanlike manner and nothing in this Agreement shall be construed to relieve Consultant of this duty.

31.4 Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's request be immediately removed from association with the project in which Consultant is then engaged.

32.0 **HUB PROCUREMENT PROGRAM:**

It is the policy of County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Consultant to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), was completed and returned with Consultant's Qualifications Statement. To be considered as a Certified HUB, Consultant's subcontractors must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

Consultant shall be responsible for the use of the Vendor Tracking System ("VTS" or the "System"), and shall require all subconsultants to be responsible for system reporting. The VTS electronically tracks payments to all first-tier subconsultants.

33.0 **ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following ascending order:

The Scope of Services (including all specifications provided with each Project Work Order);
Terms and Conditions of RFS #S110055-DG;
General Provisions;
Other provisions, whether incorporated by reference or otherwise; and
Consultant's Proposal

34.0 **ADDITIONAL GENERAL PROVISIONS:**

34.1 County may assign any of its obligations under this Agreement.

34.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.

- 34.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 34.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 34.5 Despite anything to the contrary in this Agreement, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

35.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in 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.

36.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any contract funds are payable.

37.0 NON-WAIVER OF DEFAULT:

- 37.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**
- 37.2 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.

38.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/ proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission

and time of award, the bidder/ proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

39.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget with in the foreseeable future. County Commissioners expect this to be an integral part of the future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal Year for County extends form October 1st of each year to September 30th of the next calendar year.

40.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Agreementor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

41.0 INSURANCE:

Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in **Exhibit D**.

42.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Consultant shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Consultant should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

43.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection

with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

44.0 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT

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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

44.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

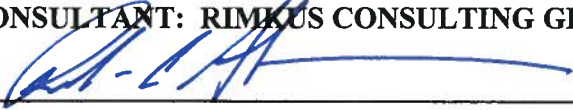
44.2 the debt is paid.

44.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 39.1 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: RIMKUS CONSULTING GROUP, INC.

By: 

Printed Name: ROBERT C ANDERSON

Title: REGIONAL MANAGER
By Authorized Representative

Date: 3/31/11

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Background

Travis County owns and operates numerous facilities located throughout the County of varying size, age and operational capabilities. Travis County desires to enter into a contract with a professional Indoor Air Quality (“IAQ”) Consultant to perform various functions relating to IAQ assessments within County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by Travis County in the future; and buildings occupied by County employees, all as directed by the Travis County Risk Management Division (“TCRM”).

2. Scope of Work

2.1. Perform IAQ assessments of specific County facilities or potential facilities to:

1. Determine the indoor air quality of the facility,
2. Identify the severity of contamination,
3. Identify the source(s) and cause(s) of contamination,
4. Determine the potential effects on occupants,
5. Develop remediation plans and corrective measures to prevent reoccurrence of identified contamination,
6. Inspect remediation, restoration and repair work for exposure and quality control,
7. Perform clearance inspections/testing, and
8. Submit written reports as required.

2.2. Assessments may include the following types of testing as suggested by the specific circumstances and in coordination with TCRM:

1. Wall moisture tests
2. CO, CO², O², Temperature, Relative Humidity and Differential Pressures
3. Bacteria
4. Fungi
5. Mycotoxins
6. Lead
7. Asbestos
8. Radon
9. Combustible gas
10. Formaldehyde
11. Ozone Gas
12. Other hazardous particulates, gasses, fumes or mists that may be a potential hazard to facility occupants

2.3. Assessments may include the following types of operational facilities:

1. Office spaces
2. Detention, adult or juvenile
3. Kitchen
4. Judicial (Courtrooms)
5. Fleet services
6. Maintenance areas
7. Print shop
8. Crime lab
9. Medical Examiner (morgue)

10. Park facilities
11. Sign shops
12. Heliport/Aircraft hangar
13. Crew quarters
14. Training areas
15. Records Storage
16. Exhibition, arena and animal barns
17. TV and Media
18. Computer mainframe centers
19. Radio dispatch
20. Health clinics
21. Community centers
22. Solid waste disposal
23. Warehouses

3. Summary of Services

3.1 Preliminary Assessment Phase:

1. This phase is optional and will be initiated by means of a TCRM recommendation.
2. Review current documentation, including reports, memoranda and sampling results supplied by TCRM or other Travis County Staff (“Staff”).
3. Specify information needed from Staff, to be delivered at or before the Pre-Assessment Meeting.
4. Preliminary Assessment Meeting - Meet with Staff to become familiar with concerns regarding IAQ work and to generally exchange information, including operational systems, security, development of schedules and communication protocols. Discussions will include criteria for preliminary recommendations.

5. Perform initial site inspection to become familiar with building layout, operations and locations of known contamination.
6. Preliminary Assessment Report – based on relevant work, meetings to date and initial site inspection
 - A. Make assessment regarding level of risk to building occupants with known current exposures.
 - B. If conclusions warrant additional protective measures, make written recommendation with specific actions to take to reduce the level of risk to an acceptable level. Recommendations shall be developed so that the minimum impact to operations is experienced based on the acceptable level of risk. Specific temporary corrective actions should be included if appropriate.

3.2 Assessment Phase:

1. Develop a Testing, Sampling and Inspection (“TSI”) Plan (“TSI Plan”) – In coordination with TCRM, develop a written plan for testing, sampling and inspections designed to:
 - A. Quantify and qualify the IAQ of the building.
 - B. Quantify and qualify the level of contamination.
 - C. Identify the source(s) of contamination.
 - D. Identify the cause(s) of the contamination.
2. Execute the TSI Plan. If necessary and in coordination with TCRM, revise TSI Plan during this phase to fit conditions observed.
3. Perform analysis of TSI data.
4. Assessment Report - based on work, meetings, and inspections to date.
 - A. Develop conclusions based on all work performed to date. Conclusions shall:
 1. Quantify and qualify the IAQ of the building.
 2. Quantify and qualify the level of airborne mold contamination.

3. Qualify the risks of contamination exposure to building occupants.
 4. Identify the source(s) of airborne mold contamination.
 5. Identify the source(s) of any other identified building contamination.
 6. Identify the cause(s) of contamination.
- B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.3 Remediation Phase:

1. Develop a remediation plan to correct IAQ problems identified in the assessment. Plan shall include TSI to be performed by Consultant during any phased remediation work.
2. Prepare a remediation statement of work for bidding purposes.
3. Provide a list of potential bidders qualified to perform this scope of work, if requested by TCRM.
4. Assist in performance of technical analysis of proposed costs submitted by County's remediation contractor.
5. Perform periodic TSI of remediation work.
 - A. Includes TSI at the startup of any phased remediation work to help ensure the protection of the building occupants and property.
 - B. Includes TSI during any phased remediation work to ensure the protection of the building occupants and property.
6. Perform clearance testing of any phased remediation work and final clearance testing at the end of the remediation. Written clearance reports will be required after any phased work and after the final clearance.
 - A. Develop conclusions based clearance testing. Conclusions shall:
 1. Quantify and qualify the IAQ of the building affected by the remediation.

2. Quantify and qualify the level of airborne mold contamination of the building affected by the remediation..
3. Qualify the risks of contamination exposure to building occupants.

B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.4 Restoration Phase, Repair Phase or Follow-up Assessments:

1. These phases are optional and will be initiated by means of a TCRM recommendation.
2. Inspect restoration and repair work for exposure and quality control and provide TSI as needed in coordination with TCRM.
3. Prepare written report with assessment and appropriate recommendation after the six- and twelve-month post restoration inspection and testing.

3.5 Reports - Results, findings and conclusions will be reported as required by TCRM.

1. Verbal reports will be used for information purposes only and will be followed up with a Letter Report or a Full Report.
2. Letter Report - One (1) original letter providing information in summary format with attachments as needed.
3. Full Report - Three (3) bound original reports that include the following information:
 - A. Executive Summary
 - B. Introduction
 - (1) Building and area description
 - (2) Reiteration of scope of work
 - (3) Summary of work activity
 - C. Conclusions - Enumerate conclusions based on Consultant's findings.

- D. Discussion
 - (1) Sampling Methodology
 - (2) Visual observations
 - (3) Evaluation of laboratory data
- E. Recommendations - Enumerate recommendations.
- F. Personnel Qualifications - Identify qualifications of the personnel performing the technical work.
- G. Sample Log - each sample should be correlated to its laboratory results.
- H. Schematic Floor Plan with sample locations correlated to Sample Log and any related photographs.
- I. Photographs of sample locations and any visual observations.
- J. Laboratory Qualifications - identify qualification of the laboratory for analysis for microorganisms commonly detected in air, fluid, and bulk samples collected from office work environments.
- K. Laboratory Data -
 - (1) Copies of laboratory results
 - (2) Copies of Chain of Custody forms

4. Access to Property

4.1 Access will be coordinated with designated Staff. In some facilities (detention, judicial, etc.) all personnel will be required to submit to pre-entry security checks. All personnel shall submit the following information for a required criminal background check three (3) days before access to facility is needed.

- 1. Date of Birth
- 2. Driver's License Number
- 3. Social Security Number

4. Gender
5. Company Name.

4.2 Entry will be denied for any person who:

1. Is on parole;
2. Is on probation;
3. Has outstanding warrants; or
4. Has immediate family members housed in the detention facility.

4.3 Other security requirements will be identified depending on facility needs.

5. Meetings

Consultant shall attend meetings with Staff as required for the performance of the work. Meetings with Staff will be required to develop, explain and refine aspects of the work. Meetings with County sponsored advisory groups and local officials may also be required for the purpose of presenting the project to the public.

6. Technical Questions Regarding These Specifications

Technical questions regarding these specifications should be directed to Chuck Watt, CSP, Occupational Health and Safety Engineer, Travis County Human Resources Department at 512/854-9585 or by fax at 512/854-9757.

ATTACHMENT B
DELIVERY OF PROFESSIONAL SERVICES AND FEE SCHEDULE

SECTION 1 – DELIVERY OF PROFESSIONAL SERVICES

- 1.1 The frequency, type and quantity of required services are unknown at the time of execution of this Agreement, and shall be requested by County and delivered by Consultant as follows:
- 1.2 When County has need for professional IAQ assessment services to be performed in connection with any County Building, County shall issue a notice to Consultant specifying the work to be performed. Consultant shall develop a cost estimate according to the Fee Schedule (set forth below) and Hourly Rates (Attachment C), and shall submit the same to the County (“Consultant’s Cost Estimate”); provided, however, the County’s solicitation of Consultant’s Cost Estimate shall not create a binding obligation on the part of the County to have work performed by Consultant.
- 1.3 Where the County and Consultant agree that Consultant shall perform the work, and Consultant's Cost Estimate exceeds \$50,000, the parties shall execute a Project Work Order against the Agreement (the “Project Work Order ”) pursuant to which Consultant shall perform the work. The Project Work Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Project Work Order will be forwarded to the Consultant, together with a purchase order issued by the Travis County Purchasing Agent.
- 1.4 Where Consultant’s Cost Estimate is less than \$50,000.00, and the County and Consultant agree that Consultant shall perform the work, the parties shall execute a Project Work Order pursuant to which Consultant shall perform the work. The Project Work Order will be forwarded to Consultant together with a purchase order issued by the Travis County Purchasing Agent.
- 1.5 Consultant acknowledges and agrees that it is not authorized to perform the work without a valid Project Work Order setting forth the scope of the work. County shall pay Consultant the sum specified in the Project Work Order, which shall be a not-to-exceed amount based upon the Fee Schedule set forth below.
- 1.6 Concurrently with the parties’ execution of the Project Work Order, Consultant shall furnish to the County (i) a payment bond in the full amount of the Project Work Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Project Work Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. Consultant shall also furnish to the County the certificate of insurance naming County as an additional insured and showing coverages in accordance with Exhibit D.

SECTION 2 – REIMBURSABLE EXPENSES

- 2.1 Reimbursable Expenses – The term “Reimbursable Expenses” shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by the Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be reimbursed at invoice cost plus a ten (10%) fee:

2.1.1 Reproduction Cost

2.1.2 Shipping (samples, reports, sampling supplies)

2.1.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement)

2.1.4 Travel Expenses for travel outside Travis County required due to Emergency Services Request, in accordance with the Emergency Service Requirements (reference Attachment C, Hourly Rates)

2.1.5 The associated cost for Reimbursable Expenses are as follows:

Reimbursable Costs

Item	Unit Cost		10% Markup
Postage	0.00	Special Package, Overnight	Cost + 10%
Travel (Emergencies or outside Travis County)	0.70/mile	Lowest airfare, Mid-range Hotel	Cost + 10%
B&W	1-10 no charge	11+ 0.10 per copy	Cost
Color	1-10 no charge	11+ 0.10 per copy	Cost
11 x 17	1-10 no charge	11+ 0.10 per copy	Cost
Binding	0.00 Std	Outsourced specialized binding	Cost + 10%

SECTION 3 – ADDITIONAL SERVICES

- 3.1 For the performance of any services not specifically described in the Scope of Work, or listed in the Fee Schedule, the County shall pay the Consultant under a separate written agreement (Contract Change Order); provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the Risk Manager or Safety Engineer.
- 3.2 The basis of compensation to the Consultant for the Additional Services shall be the Hourly Rates set forth in Attachment C.
- 3.3 The Consultant shall be compensated for the Additional Services; provided, however, that the Consultant shall not be compensated for work made necessary by the Consultant's errors or omissions.

SECTION 2 – FEE SCHEDULE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category A – Laboratory Analyses		
1.	Airborne total fungal spore counts and identification, 3 day results	42.00
2.	Airborne total fungal spore counts and identification, same day results	84.00
3.	Airborne total fungal spore counts and identification, weekend results	125.50
4.	Airborne Legionella (viable)	114.00
5.	Airborne fecal coliforms	42.00
6.	WallCheck™ total fungal spore counts and identification, 3 day results	42.00
7.	WallCheck™ total fungal spore counts and identification, same day results	84.00
8.	WallCheck™ total fungal spore counts and identification, weekend results	126.00
9.	Bulk total fungal spore counts and identification, 3 day results	36.00
10.	Bulk total fungal spore counts and identification, same day results	72.50
11.	Bulk total fungal spore counts and identification, weekend results	108.50
12.	Bulk sewage screen, 3 day results	84.00
13.	Surface swab total microscopic screen and fungi identification, 3 day results	36.00
14.	Surface swab total microscopic screen and fungi identification, same day results	72.50
15.	Surface swab total microscopic screen and fungi identification, weekend results	108.50
16.	Surface tape lift total microscopic screen and fungi identification, 3 day results	36.00
17.	Surface tape lift total microscopic screen and fungi identification, same day results	72.50
18.	Surface tape lift total microscopic screen and fungi identification, weekend results	108.50
19.	Surface swab sewage screen, 3 day results	84.00
20.	Surface swab Legionella, 10 day results	114.00
21.	CarpetCheck™ total fungal spore count and identification, 3 day results	54.25
22.	CarpetCheck™ total fungal spore count and identification, same day results	108.50
23.	CarpetCheck™ total fungal spore count and identification, weekend results	159.50
24.	Bulk water sample Legionella (viable),	114.00
25.	Surface lead	
	25-A Surface Lead by paint chip collection, normal report results	36.00
	25-B Surface lead by XRF (X-ray fluorescence)	0.00
26.	Airborne asbestos	36.00
27.	Radon gas	29.75
28.	Combustible gas	119.00
29.	Formaldehyde gas	108.50
30.	Ozone gas	149.50

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category B. - Onsite Surveys		
31.	Wall moisture tests	0.00
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	0.00
33.	Individual personal survey (written) with analysis	0.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category C. - Media		
34.	Spore Trap cassette	11.75
35.	Culture plate	11.75
36.	CarpetCheck™ cassette	11.75
37.	Sampling swab	6.25
38.	Tape lift	6.25
39.	Glass slides	6.25
40.	Sterile sampling bottles	11.75
41.	Bulk sample collection containers	6.25
42.	Transport coolers	11.75
43.	Transport ice packs	6.25
44.	Gas detection tube – Ozone	11.75
45.	Gas detection tube – Formaldehyde	11.75
46.	Smoke tube	11.75

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category D. – Equipment (unit cost per day)		
47.	Impaction Sampler	0.00
48.	High volume sampling pump, calibrated	0.00
49.	Low volume sampling pump, calibrated	0.00
50.	Gas detector tube pump (typically Drager, MSA, Gastec or Sensidyne)	29.75
51.	Particle counter meter	146.00
52.	Combustible gas meter	119.00
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	0.00
54.	Moisture meter	0.00
55.	HEPA vacuum	125.00
56.	Anemometer	59.50
57.	Differential pressure gauge	59.50
58.	Flexible borescope	59.50
59.	Ladder – any size	0.00
60.	Still camera, film or digital	0.00
61.	Video camera, tape or digital	0.00
62.	Camera, Thermal Imaging	150.00
63.	XRF (X-ray fluorescence) Analyzer for lead paint	500.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category E. – Personal Protective Equipment		
64.	Disposable respirator, N100 or P100	0.00
65.	Reusable respirator	0.00
66.	Respirator replacement cartridges, P100	14.50
67.	Respirator replacement cartridges, Organic Vapor/P100	34.50
68.	Tyvek Suits, any size	7.00
69.	Latex or Nitrile disposable gloves	0.00

ATTACHMENT C
HOURLY RATES

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$160.00
2	Project Manager - Licensed Mold Assessment Consultant	\$160.00
3	Technician - Licensed Mold Assessment Technician	\$115.00
4	CAD Drafter	\$110.00
5	Clerical	\$ 0.00

EMERGENCY RATES **

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$175.00
2	Project Manager - Licensed Mold Assessment Consultant	\$175.00
3	Technician - Licensed Mold Assessment Technician	\$130.00
4	CAD Drafter	\$125.00
5	Clerical	\$ 0.00

** Emergency services are defined as those services requested without a minimum of 2 working days in advance notification from one of the County representatives as well as those services requested on County Holidays.

ATTACHMENT D
INSURANCE REQUIREMENTS

During the term of this Agreement, CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

ATTACHMENT E

ETHICS AFFIDAVIT

Date: 3/31/11

Name of Affiant: ROBERT C ANDERSON

Title of Affiant: REGIONAL MANAGER

Business Name of CONSULTANT: RIMKUS CONSULTING GROUP, INC.

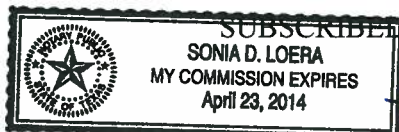
County of CONSULTANT: HARRIS COUNTY, TX

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Robert C. Anderson
 Signature of Affiant

4801 NW Loop 410, Suite 700 SA, TX
 Address



SUBSCRIBED AND SWORN TO before me by Robert C. Anderson on 3/31, 2011.

Sonia D. Loera
 Notary Public, State of TX

Sonia D. Loera
 Typed or printed name of notary
 My commission expires: April 23, 2014

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

<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	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative.....	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
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	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson*	
Purchasing Agent	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent	Marvin Brice, CPPB	
Assistant Purchasing Agent.....	Bonnie Floyd, 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, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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*
 Safety Engineer..... Chuck Watt

FORMER EMPLOYEES

Position Held.....	Name of Individual Holding Office/Position	Date of Expiration
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
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court.....	Christian Smith	05/31/11
Executive Manager, TNR.....	Joseph Gieselman	01/31/12

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

ATTACHMENT F
CONSULTANT'S PROPOSAL

(Consultant's proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at contract award)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

TERRACON CONSULTANTS, INC.

FOR

**PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

CONTRACT NO. PS110156DG

PROFESSIONAL SERVICES AGREEMENT

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GENERAL PROVISIONS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY AND TERRACON CONSULTANTS, INC.
FOR PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

This Agreement is entered into by and between the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

TERRACON CONSULTANTS, INC., a Delaware company, ("Consultant").

RECITALS

WHEREAS, County issued Request for Services Number RFS # S110055-DG (the "RFS") for proposals from qualified firms for the procurement of professional services related to analyzing and assessing the indoor air quality of County-owned as well as County-leased buildings, on an as-needed basis and Consultant submitted the successful proposal under the RFS;

WHEREAS, Consultant has the knowledge, experience, and expertise to provide the professional services described above and any necessary professional degrees, licenses, and certifications to do so, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Sections 262.023(a) and 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

"Agreement" means this Professional Services Agreement and all attachments. The attachments enumerated below are hereby made a part of this Agreement, and constitute promised performances by Consultant:

- 1.1 (i) Attachment A – Scope of Services
- (ii) Attachment B – Section 1: Delivery of Professional Services
Section 2: Fee Schedule
- (iii) Attachment C – Hourly Rates
- (iv) Attachment D – Insurance Requirements
- (v) Attachment E – Ethics Affidavit
Exhibit 1: Key Contracting List

(vi) Attachment F – Consultant’s Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

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

1.4 "County Building" means any County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by the County in the future; and buildings occupied by County employees.

1.5 “Was doing business” and “does business” shall mean:

(i) 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,

(ii) 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;

(iii) but does not include:

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

(b) 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 Consultant in the ordinary course of its business; and

(c) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment E (“Ethics Affidavit”).

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "County" means Travis County, Texas.

1.9 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant’s Qualifications Statement as part of Consultant’s proposal submitted in response to the RFS. Consultant will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises

(MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

Consultant may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

1.10 "Owned, managed, and independently controlled" shall mean that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, shall possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and shall have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership shall be measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

1.11 "Project Work Order" shall mean an order issued for the performance of services upon the completion of price negotiations for individual projects to be performed under this Agreement.

2.0 GENERAL CONDITIONS:

Consultant represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **PERIOD OF SERVICE:**

- 3.1 This Agreement shall become effective upon approval by the Commissioners Court and shall remain in full force and effect for an Initial Term of one (1) year.
- 3.2 **OPTION TO EXTEND:** County may unilaterally extend this Agreement for (4) four additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions hereof, except for term and price, shall remain unchanged and in full force and effect. The total term of this contract, including Options to Extend, shall not exceed (39) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4.0 **CONSULTANT CERTIFICATIONS:**

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and that he has not filed for bankruptcy. He further certifies that his company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.
- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, LICENSES, PATENTS, TRADE AND SERVICE MARKS, AND ALL OTHER PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED FOR OR IN CONNECTION WITH THIS AGREEMENT.**

5.0 **DISPUTES AND APPEALS:**

DISPUTES AND APPEALS (OCT '03): The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Consultant’s satisfaction, Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 **INDEPENDENT CONTRACTOR:**

The parties expressly acknowledge and agree that Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with County.7.0

7.0 **PROJECT WORK ORDERS/PURCHASE ORDER:**

Consultant shall provide goods and services using the Project Work Order and Purchase Order procedures set forth in Attachment B ("Delivery of Professional Services and Fee Schedule"). Consultant shall reference the Agreement number, the Project Work Order number and the purchase order number on all invoices to the Travis County Risk Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant shall reference the Project Work Order and purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

8.0 **COMPENSATION AND PAYMENT SCHEDULE**

8.1 In consideration of Consultant's delivery of the professional IAQ assessment services described in the Scope of Services (Attachment A), Consultant shall receive the compensation described in Attachment B, Section 2 ("Fee Schedule"). Fees shall be invoiced and paid in accordance with the payment schedule set forth herein.

8.2 The term "Reimbursable Expenses" shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be invoiced and reimbursed at cost plus a negotiated fee and shall be limited to:

8.2.1 Reproduction Cost;

8.2.2 Shipping (samples, reports, sampling supplies); and

8.2.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement).

9.0 **PAYMENTS:**

9.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Submission of invoices shall be made to the address below for orders placed by the Purchasing Agent.

Travis County Risk Management
Attn.: Chuck Watt, Safety Engineer
P.O. Box 1748
Austin, Texas 78767

- 9.2 For purposes of payment discounts, time will begin upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 9.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the contract, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

10.0 INTEREST ON OVERDUE PAYMENT:

Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

11.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

12.0 WORK PRODUCT; OWNERSHIP OF DOCUMENTS:

- 12.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered hereunder, including but not limited to any and all deliverables described in the Scope of Services.
- 12.2 Consultant shall furnish County with all Work Product as requested, whether or not it is complete upon expiration of this Agreement or conclusion of the IAQ assessment project, or upon suspension or termination of this Agreement, as provided herein. Consultant shall have the right to retain copies of the Work Product for its records.
- 12.3 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of County and upon completion of each IAQ assessment project shall be delivered to County in an organized fashion.

13.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.0 COVENANT AGAINST CONTINGENT FEES:

Consultant represents and warrants that no person or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 CHANGE OF NAME AGREEMENTS:

Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by Consultant, the Purchasing Agent shall be notified immediately. No change in the obligation of Consultant will be recognized until such change is approved by Commissioners Court.

16.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT:

Failure by either County or Consultant in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the consultant. As a minimum, Consultant shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the

County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. . In the event of such termination the County shall pay Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for los of any profits anticipated to be made hereunder.

19.0 **CHANGES:**

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

19.1.1 Description of services;

19.1.2 Place of delivery;

19.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

19.2 It is acknowledged by Consultant that **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

19.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

19.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

20.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

21.0 SUBCONTRACTS:

Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

22.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement, and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County shall provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performances under the terms of this contract, it shall included requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

23.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

23.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

23.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

24.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply 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] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement.

County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

26.0 FORFEITURE OF CONTRACT:

26.1 Consultant must forfeit all benefits of this Agreement and County must retain all performance by Consultant and recover all consideration or the value of all consideration, paid to Consultant pursuant to this contract if:

26.1.1 Consultant was doing business at the time of submitting its proposal in response to the RFS or had done business during the 365-day period immediately prior to the date of which it submitted its proposal with one or more Key Contracting Persons; or

26.1.2 Consultant does business with a Key Contracting Person after the date on which Consultant submitted its proposal that resulted in this Agreement and prior to full performance of this Agreement.

27.0 NOTICES:

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

27.3 The address of Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT:

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.1 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable Sunday in April until 2:00 o'clock a.m. on the first applicable Sunday in October.

28.2 Gender and Number: 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 clearly requires otherwise.

29.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

30.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

30.1 CONSULTANT SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH CONSULTANT AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S ACTIONS.

30.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 27 of this Agreement of the following information:

30.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;

30.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

30.2.3 the alleged basis of the claim, action or proceeding;

30.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 the name or names of any person against whom this claim is being made.

30.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

31.0 CONSULTANT'S RESPONSIBILITY AND LIABILITY:

31.1 Consultant covenants to undertake no task in which a professional license, registration or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed or registered individual's license or registration expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

31.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, if applicable, and city ordinances currently in effect.

31.3 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at

least that standard of care which a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a good and professional manner and nothing in this Agreement shall be construed to relieve Consultant of this duty.

31.4 Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's request be immediately removed from association with the project in which Consultant is then engaged.

32.0 **HUB PROCUREMENT PROGRAM:**

It is the policy of County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Consultant to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), was completed and returned with Consultant's Qualifications Statement. To be considered as a Certified HUB, Consultant's subcontractors must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

Consultant shall be responsible for the use of the Vendor Tracking System ("VTS" or the "System"), and shall require all subconsultants to be responsible for system reporting. The VTS electronically tracks payments to all first-tier subconsultants.

33.0 **ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following ascending order:

- The Scope of Services (including all specifications provided with each Project Work Order);
- Terms and Conditions of RFS #S110055-DG;
- General Provisions;
- Other provisions, whether incorporated by reference or otherwise; and
- Consultant's Proposal

34.0 **ADDITIONAL GENERAL PROVISIONS:**

34.1 County may assign any of its obligations under this Agreement.

34.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.

- 34.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 34.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 34.5 Despite anything to the contrary in this Agreement, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

35.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in 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.

36.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any contract funds are payable.

37.0 NON-WAIVER OF DEFAULT:

- 37.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**
- 37.2 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.

38.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/ proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred

contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/ proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

39.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget with in the foreseeable future. County Commissioners expect this to be an integral part of the future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal Year for County extends form October 1st of each year to September 30th of the next calendar year.

40.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Agreementor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

41.0 INSURANCE:

Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in **Exhibit D**.

42.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Consultant shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Consultant should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

43.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

44.0 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT

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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

44.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

44.2 the debt is paid.

44.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 39.1 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: TERRACON CONSULTANTS, INC.

By: James G. Bierschwal

Printed Name: James G. Bierschwal

Title: Vice President
By Authorized Representative

Date: 4/7/11

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Background

Travis County owns and operates numerous facilities located throughout the County of varying size, age and operational capabilities. Travis County desires to enter into a contract with a professional Indoor Air Quality (“IAQ”) Consultant to perform various functions relating to IAQ assessments within County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by Travis County in the future; and buildings occupied by County employees, all as directed by the Travis County Risk Management Division (“TCRM”).

2. Scope of Work

2.1. Perform IAQ assessments of specific County facilities or potential facilities to:

1. Determine the indoor air quality of the facility,
2. Identify the severity of contamination,
3. Identify the source(s) and cause(s) of contamination,
4. Determine the potential effects on occupants,
5. Develop remediation plans and corrective measures to prevent reoccurrence of identified contamination,
6. Inspect remediation, restoration and repair work for exposure and quality control,
7. Perform clearance inspections/testing, and
8. Submit written reports as required.

2.2. Assessments may include the following types of testing as suggested by the specific circumstances and in coordination with TCRM:

1. Wall moisture tests
2. CO, CO², O², Temperature, Relative Humidity and Differential Pressures
3. Bacteria
4. Fungi
5. Mycotoxins
6. Lead
7. Asbestos
8. Radon
9. Combustible gas
10. Formaldehyde
11. Ozone Gas
12. Other hazardous particulates, gasses, fumes or mists that may be a potential hazard to facility occupants

2.3. Assessments may include the following types of operational facilities:

1. Office spaces
2. Detention, adult or juvenile
3. Kitchen
4. Judicial (Courtrooms)
5. Fleet services
6. Maintenance areas
7. Print shop
8. Crime lab
9. Medical Examiner (morgue)

10. Park facilities
11. Sign shops
12. Heliport/Aircraft hangar
13. Crew quarters
14. Training areas
15. Records Storage
16. Exhibition, arena and animal barns
17. TV and Media
18. Computer mainframe centers
19. Radio dispatch
20. Health clinics
21. Community centers
22. Solid waste disposal
23. Warehouses

3. Summary of Services

3.1 Preliminary Assessment Phase:

1. This phase is optional and will be initiated by means of a TCRM recommendation.
2. Review current documentation, including reports, memoranda and sampling results supplied by TCRM or other Travis County Staff (“Staff”).
3. Specify information needed from Staff, to be delivered at or before the Pre-Assessment Meeting.
4. Preliminary Assessment Meeting - Meet with Staff to become familiar with concerns regarding IAQ work and to generally exchange information, including operational systems, security, development of schedules and communication protocols. Discussions will include criteria for preliminary recommendations.

5. Perform initial site inspection to become familiar with building layout, operations and locations of known contamination.
6. Preliminary Assessment Report – based on relevant work, meetings to date and initial site inspection
 - A. Make assessment regarding level of risk to building occupants with known current exposures.
 - B. If conclusions warrant additional protective measures, make written recommendation with specific actions to take to reduce the level of risk to an acceptable level. Recommendations shall be developed so that the minimum impact to operations is experienced based on the acceptable level of risk. Specific temporary corrective actions should be included if appropriate.

3.2 Assessment Phase:

1. Develop a Testing, Sampling and Inspection (“TSI”) Plan (“TSI Plan”) – In coordination with TCRM, develop a written plan for testing, sampling and inspections designed to:
 - A. Quantify and qualify the IAQ of the building.
 - B. Quantify and qualify the level of contamination.
 - C. Identify the source(s) of contamination.
 - D. Identify the cause(s) of the contamination.
2. Execute the TSI Plan. If necessary and in coordination with TCRM, revise TSI Plan during this phase to fit conditions observed.
3. Perform analysis of TSI data.
4. Assessment Report - based on work, meetings, and inspections to date.
 - A. Develop conclusions based on all work performed to date. Conclusions shall:
 1. Quantify and qualify the IAQ of the building.
 2. Quantify and qualify the level of airborne mold contamination.

3. Qualify the risks of contamination exposure to building occupants.
 4. Identify the source(s) of airborne mold contamination.
 5. Identify the source(s) of any other identified building contamination.
 6. Identify the cause(s) of contamination.
- B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.3 Remediation Phase:

1. Develop a remediation plan to correct IAQ problems identified in the assessment. Plan shall include TSI to be performed by Consultant during any phased remediation work.
2. Prepare a remediation statement of work for bidding purposes.
3. Provide a list of potential bidders qualified to perform this scope of work, if requested by TCRM.
4. Assist in performance of technical analysis of proposed costs submitted by County's remediation contractor.
5. Perform periodic TSI of remediation work.
 - A. Includes TSI at the startup of any phased remediation work to help ensure the protection of the building occupants and property.
 - B. Includes TSI during any phased remediation work to ensure the protection of the building occupants and property.
6. Perform clearance testing of any phased remediation work and final clearance testing at the end of the remediation. Written clearance reports will be required after any phased work and after the final clearance.
 - A. Develop conclusions based clearance testing. Conclusions shall:
 1. Quantify and qualify the IAQ of the building affected by the remediation.

2. Quantify and qualify the level of airborne mold contamination of the building affected by the remediation..
3. Qualify the risks of contamination exposure to building occupants.

B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.4 Restoration Phase, Repair Phase or Follow-up Assessments:

1. These phases are optional and will be initiated by means of a TCRM recommendation.
2. Inspect restoration and repair work for exposure and quality control and provide TSI as needed in coordination with TCRM.
3. Prepare written report with assessment and appropriate recommendation after the six- and twelve-month post restoration inspection and testing.

3.5 Reports - Results, findings and conclusions will be reported as required by TCRM.

1. Verbal reports will be used for information purposes only and will be followed up with a Letter Report or a Full Report.
2. Letter Report - One (1) original letter providing information in summary format with attachments as needed.
3. Full Report - Three (3) bound original reports that include the following information:
 - A. Executive Summary
 - B. Introduction
 - (1) Building and area description
 - (2) Reiteration of scope of work
 - (3) Summary of work activity
 - C. Conclusions - Enumerate conclusions based on Consultant's findings.

- D. Discussion
 - (1) Sampling Methodology
 - (2) Visual observations
 - (3) Evaluation of laboratory data
- E. Recommendations - Enumerate recommendations.
- F. Personnel Qualifications - Identify qualifications of the personnel performing the technical work.
- G. Sample Log - each sample should be correlated to its laboratory results.
- H. Schematic Floor Plan with sample locations correlated to Sample Log and any related photographs.
- I. Photographs of sample locations and any visual observations.
- J. Laboratory Qualifications - identify qualification of the laboratory for analysis for microorganisms commonly detected in air, fluid, and bulk samples collected from office work environments.
- K. Laboratory Data -
 - (1) Copies of laboratory results
 - (2) Copies of Chain of Custody forms

4. Access to Property

- 4.1 Access will be coordinated with designated Staff. In some facilities (detention, judicial, etc.) all personnel will be required to submit to pre-entry security checks. All personnel shall submit the following information for a required criminal background check three (3) days before access to facility is needed.
 - 1. Date of Birth
 - 2. Driver's License Number
 - 3. Social Security Number

4. Gender
5. Company Name.

4.2 Entry will be denied for any person who:

1. Is on parole;
2. Is on probation;
3. Has outstanding warrants; or
4. Has immediate family members housed in the detention facility.

4.3 Other security requirements will be identified depending on facility needs.

5. Meetings

Consultant shall attend meetings with Staff as required for the performance of the work. Meetings with Staff will be required to develop, explain and refine aspects of the work. Meetings with County sponsored advisory groups and local officials may also be required for the purpose of presenting the project to the public.

6. Technical Questions Regarding These Specifications

Technical questions regarding these specifications should be directed to Chuck Watt, CSP, Occupational Health and Safety Engineer, Travis County Human Resources Department at 512/854-9585 or by fax at 512/854-9757.

ATTACHMENT B
DELIVERY OF PROFESSIONAL SERVICES AND FEE SCHEDULE

SECTION 1 – DELIVERY OF PROFESSIONAL SERVICES

- 1.1 The frequency, type and quantity of required services are unknown at the time of execution of this Agreement, and shall be requested by County and delivered by Consultant as follows:
- 1.2 When County has need for professional IAQ assessment services to be performed in connection with any County Building, County shall issue a notice to Consultant specifying the work to be performed. Consultant shall develop a cost estimate according to the Fee Schedule (set forth below) and Hourly Rates (Attachment C), and shall submit the same to the County (“Consultant’s Cost Estimate”); provided, however, the County’s solicitation of Consultant’s Cost Estimate shall not create a binding obligation on the part of the County to have work performed by Consultant.
- 1.3 Where the County and Consultant agree that Consultant shall perform the work, and Consultant's Cost Estimate exceeds \$50,000, the parties shall execute a Project Work Order against the Agreement (the “Project Work Order ”) pursuant to which Consultant shall perform the work. The Project Work Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Project Work Order will be forwarded to the Consultant, together with a purchase order issued by the Travis County Purchasing Agent.
- 1.4 Where Consultant’s Cost Estimate is less than \$50,000.00, and the County and Consultant agree that Consultant shall perform the work, the parties shall execute a Project Work Order pursuant to which Consultant shall perform the work. The Project Work Order will be forwarded to Consultant together with a purchase order issued by the Travis County Purchasing Agent.
- 1.5 Consultant acknowledges and agrees that it is not authorized to perform the work without a valid Project Work Order setting forth the scope of the work. County shall pay Consultant the sum specified in the Project Work Order, which shall be a not-to-exceed amount based upon the Fee Schedule set forth below.
- 1.6 Concurrently with the parties’ execution of the Project Work Order, Consultant shall furnish to the County (i) a payment bond in the full amount of the Project Work Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Project Work Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. Consultant shall also furnish to the County the certificate of insurance naming County as an additional insured and showing coverages in accordance with Exhibit D.

SECTION 2 – REIMBURSABLE EXPENSES

2.1 Reimbursable Expenses – The term “Reimbursable Expenses” shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by the Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be reimbursed at invoice cost plus a ten (10%) fee:

2.1.1 Reproduction Cost

2.1.2 Shipping (samples, reports, sampling supplies)

2.1.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement)

2.1.4 Travel Expenses for travel outside Travis County required due to Emergency Services Request, in accordance with the Emergency Service Requirements (reference Attachment C, Hourly Rates)

2.1.5 The associated cost for Reimbursable Expenses are as follows:

Reimbursable Costs

Item	Unit Cost	10% Markup
Postage	N/A	N/A
Travel (Emergencies Only)	.60 per mile	Cost + 10%
B&W	N/A	N/A
Color	N/A	N/A
11 x 17	N/A	N/A
Binding	N/A	N/A

SECTION 3 – ADDITIONAL SERVICES

3.1 For the performance of any services not specifically described in the Scope of Work, or listed in the Fee Schedule, the County shall pay the Consultant under a separate written agreement (Contract Change Order); provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the Risk Manager or Safety Engineer.

3.2 The basis of compensation to the Consultant for the Additional Services shall be the Hourly Rates set forth in Attachment C.

3.3 The Consultant shall be compensated for the Additional Services; provided, however, that the Consultant shall not be compensated for work made necessary by the Consultant's errors or omissions.

SECTION 2 – TERRACON FEE SCHEDULE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category A – Laboratory Analyses		
1.	Airborne total fungal spore counts and identification, 3 day results	\$50.00/ea
2.	Airborne total fungal spore counts and identification, same day results	\$75.00/ea
3.	Airborne total fungal spore counts and identification, weekend results	\$75.00/ea
4.	Airborne Legionella (viable)	\$135.00/ea
5.	Airborne fecal coliforms	\$65.00/ea
6.	WallCheck™ total fungal spore counts and identification, 3 day results	\$50.00/ea
7.	WallCheck™ total fungal spore counts and identification, same day results	\$75.00/ea
8.	WallCheck™ total fungal spore counts and identification, weekend results	\$75.00/ea
9.	Bulk total fungal spore counts and identification, 3 day results	\$50.00/ea
10.	Bulk total fungal spore counts and identification, same day results	\$75.00/ea
11.	Bulk total fungal spore counts and identification, weekend results	\$75.00/ea
12.	Bulk sewage screen, 3 day results	\$105.00/ea
13.	Surface swab total microscopic screen and fungi identification, 3 day results	\$50.00/ea
14.	Surface swab total microscopic screen and fungi identification, same day results	\$75.00/ea
15.	Surface swab total microscopic screen and fungi identification, weekend results	\$75.00/ea
16.	Surface tape lift total microscopic screen and fungi identification, 3 day results	\$50.00/ea
17.	Surface tape lift total microscopic screen and fungi identification, same day results	\$75.00/ea
18.	Surface tape lift total microscopic screen and fungi identification, weekend results	\$75.00/ea
19.	Surface swab sewage screen, 3 day results	\$105.00/ea
20.	Surface swab Legionella, 10 day results	\$135.00/ea
21.	CarpetCheck™ total fungal spore count and identification, 3 day results	\$50.00/ea
22.	CarpetCheck™ total fungal spore count and identification, same day results	\$75.00/ea
23.	CarpetCheck™ total fungal spore count and identification, weekend results	\$75.00/ea
24.	Bulk water sample Legionella (viable),	\$135.00/ea
25.	Surface lead	
	25-A Surface Lead by paint chip collection, normal report results	\$15.00/ea
	25-B Surface lead by XRF (X-ray fluorescence)	\$20.00/ea
26.	Airborne asbestos	\$10.00/ea
27.	Radon gas	\$50.00/ea
28.	Combustible gas	\$75.00/day
29.	Formaldehyde gas	\$90.00/day
30.	Ozone gas	\$75.00/day

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category B. - Onsite Surveys		
31.	Wall moisture tests	\$ 5.00/ea
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	\$ 5.00/ea
33.	Individual personal survey (written) with analysis	TBD

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category C. - Media		\$6.00/ea
34.	Spore Trap cassette	\$6.00/ea
35.	Culture plate	\$6.00/ea
36.	CarpetCheck™ cassette	\$6.00/ea
37.	Sampling swab	\$6.00/ea
38.	Tape lift	\$6.00/ea
39.	Glass slides	\$1.00/ea
40.	Sterile sampling bottles	\$1.00/ea
41.	Bulk sample collection containers	\$1.00/ea
42.	Transport coolers	\$5.00/ea
43.	Transport ice packs	\$1.00/ea
44.	Gas detection tube – Ozone	\$6.00/ea
45.	Gas detection tube – Formaldehyde	\$6.00/ea
46.	Smoke tube	\$6.00/ea

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category D. – Equipment (unit cost per day)		
47.	Impaction Sampler	\$10.00/day
48.	High volume sampling pump, calibrated	\$10.00/day
49.	Low volume sampling pump, calibrated	\$10.00/day
50.	Gas detector tube pump (typically Drager, MSA, Gastec or Sensidyne)	\$10.00/day
51.	Particle counter meter	\$50.00/day
52.	Combustible gas meter	\$90.00/day
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	\$90.00/day
54.	Moisture meter	\$10.00/day
55.	HEPA vacuum	\$10.00/day
56.	Anemometer	\$10.00/day
57.	Differential pressure gauge	\$30.00/day
58.	Flexible borescope	\$50.00/day
59.	Ladder – any size	\$10.00/day
60.	Still camera, film or digital	\$5.00/day
61.	Video camera, tape or digital	\$10.00/day
62.	Camera, Thermal Imaging	\$100.00/day
63.	XRF (X-ray fluorescence) Analyzer for lead paint	\$250.00/day

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category E. – Personal Protective Equipment		
64.	Disposable respirator, N100 or P100	\$10.00/ea
65.	Reusable respirator	\$100.00/ea
66.	Respirator replacement cartridges, P100	\$5.00/ea
67.	Respirator replacement cartridges, Organic Vapor/P100	\$5.00/ea
68.	Tyvek Suits, any size	\$5.00/ea
69.	Latex or Nitrile disposable gloves	\$1.00/ea

ATTACHMENT C
HOURLY RATES

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$145.00
2	Project Manager - Licensed Mold Assessment Consultant	\$125.00
3	Technician - Licensed Mold Assessment Technician	\$ 75.00
4	CAD Drafter	\$ 45.00
5	Clerical	\$ 35.00

ATTACHMENT D
INSURANCE REQUIREMENTS

During the term of this Agreement, CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

ATTACHMENT E
ETHICS AFFIDAVIT

Date: _____

Name of Affiant: _____

Title of Affiant: _____

Business Name of CONSULTANT: _____

County of CONSULTANT: _____

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature of Affiant

Address

SUBSCRIBED AND SWORN TO before me by _____ on ____, 20__.

Notary Public, State of _____

Typed or printed name of notary
My commission expires: _____

EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

<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	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative.....	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
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	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson*	
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, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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*
 Safety Engineer..... Chuck Watt

FORMER EMPLOYEES

Position Held.....	Name of Individual Holding Office/Position	Date of Expiration
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
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court.....	Christian Smith	05/31/11
Executive Manager, TNR.....	Joseph Gieselman	01/31/12

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

ATTACHMENT F
CONSULTANT'S PROPOSAL

(Consultant's proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at contract award)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

PROFESSIONAL SERVICES INDUSTRIES, INC.

FOR

**PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

CONTRACT NO. PS110157DG

PROFESSIONAL SERVICES AGREEMENT

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GENERAL PROVISIONS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY AND PROFESSIONAL SERVICE INDUSTRIES, INC.
FOR PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

This Agreement is entered into by and between the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

PROFESSIONAL SERVICE INDUSTRIES, INC., a Texas company, ("Consultant").

RECITALS

WHEREAS, County issued Request for Services Number RFS # S110055-DG (the "RFS") for proposals from qualified firms for the procurement of professional services related to analyzing and assessing the indoor air quality of County-owned as well as County-leased buildings, on an as-needed basis and Consultant submitted the successful proposal under the RFS;

WHEREAS, Consultant has the knowledge, experience, and expertise to provide the professional services described above and any necessary professional degrees, licenses, and certifications to do so, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Sections 262.023(a) and 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

"Agreement" means this Professional Services Agreement and all attachments. The attachments enumerated below are hereby made a part of this Agreement, and constitute promised performances by Consultant:

- 1.1 (i) Attachment A – Scope of Services
- (ii) Attachment B – Section 1: Delivery of Professional Services
Section 2: Fee Schedule
- (iii) Attachment C – Hourly Rates
- (iv) Attachment D – Insurance Requirements
- (v) Attachment E – Ethics Affidavit
Exhibit 1: Key Contracting List

(vi) Attachment F – Consultant’s Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

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

1.4 "County Building" means any County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by the County in the future; and buildings occupied by County employees.

1.5 “Was doing business” and “does business” shall mean:

(i) 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,

(ii) 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;

(iii) but does not include:

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

(b) 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 Consultant in the ordinary course of its business; and

(c) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment E (“Ethics Affidavit”).

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "County" means Travis County, Texas.

1.9 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant’s Qualifications Statement as part of Consultant’s proposal submitted in response to the RFS. Consultant will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises

(MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

Consultant may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

1.10 "Owned, managed, and independently controlled" shall mean that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, shall possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and shall have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership shall be measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

1.11 "Project Work Order" shall mean an order issued for the performance of services upon the completion of price negotiations for individual projects to be performed under this Agreement.

2.0 **GENERAL CONDITIONS:**

Consultant represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **PERIOD OF SERVICE:**

- 3.1 This Agreement shall become effective upon approval by the Commissioners Court and shall remain in full force and effect for an Initial Term of one (1) year.
- 3.2 **OPTION TO EXTEND:** County may unilaterally extend this Agreement for (4) four additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions hereof, except for term and price, shall remain unchanged and in full force and effect. The total term of this contract, including Options to Extend, shall not exceed (39) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4.0 **CONSULTANT CERTIFICATIONS:**

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and that he has not filed for bankruptcy. He further certifies that his company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.
- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, LICENSES, PATENTS, TRADE AND SERVICE MARKS, AND ALL OTHER PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED FOR OR IN CONNECTION WITH THIS AGREEMENT.**

5.0 **DISPUTES AND APPEALS:**

DISPUTES AND APPEALS (OCT '03): The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Consultant’s satisfaction, Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 **INDEPENDENT CONTRACTOR:**

The parties expressly acknowledge and agree that Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with County.7.0

7.0 **PROJECT WORK ORDERS/PURCHASE ORDER:**

Consultant shall provide goods and services using the Project Work Order and Purchase Order procedures set forth in Attachment B ("Delivery of Professional Services and Fee Schedule"). Consultant shall reference the Agreement number, the Project Work Order number and the purchase order number on all invoices to the Travis County Risk Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant shall reference the Project Work Order and purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

8.0 **COMPENSATION AND PAYMENT SCHEDULE**

8.1 In consideration of Consultant's delivery of the professional IAQ assessment services described in the Scope of Services (Attachment A), Consultant shall receive the compensation described in Attachment B, Section 2 ("Fee Schedule"). Fees shall be invoiced and paid in accordance with the payment schedule set forth herein.

8.2 The term "Reimbursable Expenses" shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be invoiced and reimbursed at cost plus a negotiated fee and shall be limited to:

8.2.1 Reproduction Cost;

8.2.2 Shipping (samples, reports, sampling supplies); and

8.2.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement).

9.0 **PAYMENTS:**

9.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Submission of invoices shall be made to the address below for orders placed by the Purchasing Agent.

Travis County Risk Management
Attn.: Chuck Watt, Safety Engineer
P.O. Box 1748
Austin, Texas 78767

- 9.2 For purposes of payment discounts, time will begin upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 9.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the contract, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

10.0 INTEREST ON OVERDUE PAYMENT:

Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

11.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

12.0 WORK PRODUCT; OWNERSHIP OF DOCUMENTS:

- 12.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered hereunder, including but not limited to any and all deliverables described in the Scope of Services.
- 12.2 Consultant shall furnish County with all Work Product as requested, whether or not it is complete upon expiration of this Agreement or conclusion of the IAQ assessment project, or upon suspension or termination of this Agreement, as provided herein. Consultant shall have the right to retain copies of the Work Product for its records.
- 12.3 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of County and upon completion of each IAQ assessment project shall be delivered to County in an organized fashion.

13.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.0 COVENANT AGAINST CONTINGENT FEES:

Consultant represents and warrants that no person or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 CHANGE OF NAME AGREEMENTS:

Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by Consultant, the Purchasing Agent shall be notified immediately. No change in the obligation of Consultant will be recognized until such change is approved by Commissioners Court.

16.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT:

Failure by either County or Consultant in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the consultant. As a minimum, Consultant shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the

County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 TERMINATION FOR CONVENIENCE:

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. . In the event of such termination the County shall pay Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for los of any profits anticipated to be made hereunder.

19.0 CHANGES:

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

19.1.1 Description of services;

19.1.2 Place of delivery;

19.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

19.2 It is acknowledged by Consultant that **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

19.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

19.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

20.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

21.0 SUBCONTRACTS:

Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

22.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement, and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County shall provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performances under the terms of this contract, it shall included requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

23.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

23.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

23.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

24.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply 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] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement.

County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

26.0 FORFEITURE OF CONTRACT:

26.1 Consultant must forfeit all benefits of this Agreement and County must retain all performance by Consultant and recover all consideration or the value of all consideration, paid to Consultant pursuant to this contract if:

26.1.1 Consultant was doing business at the time of submitting its proposal in response to the RFS or had done business during the 365-day period immediately prior to the date of which it submitted its proposal with one or more Key Contracting Persons; or

26.1.2 Consultant does business with a Key Contracting Person after the date on which Consultant submitted its proposal that resulted in this Agreement and prior to full performance of this Agreement.

27.0 NOTICES:

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

27.3 The address of Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT:

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.1 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable Sunday in April until 2:00 o'clock a.m. on the first applicable Sunday in October.

28.2 Gender and Number: 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 clearly requires otherwise.

29.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

30.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

30.1 CONSULTANT SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH CONSULTANT AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S ACTIONS.

30.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 27 of this Agreement of the following information:

30.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;

30.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

30.2.3 the alleged basis of the claim, action or proceeding;

30.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 the name or names of any person against whom this claim is being made.

30.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

31.0 CONSULTANT'S RESPONSIBILITY AND LIABILITY:

31.1 Consultant covenants to undertake no task in which a professional license, registration or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed or registered individual's license or registration expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

31.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, if applicable, and city ordinances currently in effect.

31.3 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at

least that standard of care which a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a good and professional manner and nothing in this Agreement shall be construed to relieve Consultant of this duty.

31.4 Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's request be immediately removed from association with the project in which Consultant is then engaged.

32.0 **HUB PROCUREMENT PROGRAM:**

It is the policy of County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Consultant to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), was completed and returned with Consultant's Qualifications Statement. To be considered as a Certified HUB, Consultant's subcontractors must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

Consultant shall be responsible for the use of the Vendor Tracking System ("VTS" or the "System"), and shall require all subconsultants to be responsible for system reporting. The VTS electronically tracks payments to all first-tier subconsultants.

33.0 **ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following ascending order:

- The Scope of Services (including all specifications provided with each Project Work Order);
- Terms and Conditions of RFS #S110055-DG;
- General Provisions;
- Other provisions, whether incorporated by reference or otherwise; and
- Consultant's Proposal

34.0 **ADDITIONAL GENERAL PROVISIONS:**

34.1 County may assign any of its obligations under this Agreement.

34.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.

- 34.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 34.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 34.5 Despite anything to the contrary in this Agreement, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

35.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in 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.

36.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any contract funds are payable.

37.0 NON-WAIVER OF DEFAULT:

- 37.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**
- 37.2 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.

38.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/ proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred

contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/ proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

39.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget with in the foreseeable future. County Commissioners expect this to be an integral part of the future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal Year for County extends form October 1st of each year to September 30th of the next calendar year.

40.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Agreementor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

41.0 INSURANCE:

Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in **Exhibit D**.

42.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Consultant shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Consultant should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

43.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

44.0 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT

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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

44.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

44.2 the debt is paid.

44.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 39.1 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: PROFESSIONAL SERVICE INDUSTRIES, INC.

By: 

Printed Name: John D. Langan MAC, P.G., LEED AP®

Title: Department Manager
By Authorized Representative

Date: March 30, 2011

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Background

Travis County owns and operates numerous facilities located throughout the County of varying size, age and operational capabilities. Travis County desires to enter into a contract with a professional Indoor Air Quality (“IAQ”) Consultant to perform various functions relating to IAQ assessments within County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by Travis County in the future; and buildings occupied by County employees, all as directed by the Travis County Risk Management Division (“TCRM”).

2. Scope of Work

2.1. Perform IAQ assessments of specific County facilities or potential facilities to:

1. Determine the indoor air quality of the facility,
2. Identify the severity of contamination,
3. Identify the source(s) and cause(s) of contamination,
4. Determine the potential effects on occupants,
5. Develop remediation plans and corrective measures to prevent reoccurrence of identified contamination,
6. Inspect remediation, restoration and repair work for exposure and quality control,
7. Perform clearance inspections/testing, and
8. Submit written reports as required.

2.2. Assessments may include the following types of testing as suggested by the specific circumstances and in coordination with TCRM:

1. Wall moisture tests
2. CO, CO², O², Temperature, Relative Humidity and Differential Pressures
3. Bacteria
4. Fungi
5. Mycotoxins
6. Lead
7. Asbestos
8. Radon
9. Combustible gas
10. Formaldehyde
11. Ozone Gas
12. Other hazardous particulates, gasses, fumes or mists that may be a potential hazard to facility occupants

2.3. Assessments may include the following types of operational facilities:

1. Office spaces
2. Detention, adult or juvenile
3. Kitchen
4. Judicial (Courtrooms)
5. Fleet services
6. Maintenance areas
7. Print shop
8. Crime lab
9. Medical Examiner (morgue)

10. Park facilities
11. Sign shops
12. Heliport/Aircraft hangar
13. Crew quarters
14. Training areas
15. Records Storage
16. Exhibition, arena and animal barns
17. TV and Media
18. Computer mainframe centers
19. Radio dispatch
20. Health clinics
21. Community centers
22. Solid waste disposal
23. Warehouses

3. Summary of Services

3.1 Preliminary Assessment Phase:

1. This phase is optional and will be initiated by means of a TCRM recommendation.
2. Review current documentation, including reports, memoranda and sampling results supplied by TCRM or other Travis County Staff (“Staff”).
3. Specify information needed from Staff, to be delivered at or before the Pre-Assessment Meeting.
4. Preliminary Assessment Meeting - Meet with Staff to become familiar with concerns regarding IAQ work and to generally exchange information, including operational systems, security, development of schedules and communication protocols. Discussions will include criteria for preliminary recommendations.

5. Perform initial site inspection to become familiar with building layout, operations and locations of known contamination.
6. Preliminary Assessment Report – based on relevant work, meetings to date and initial site inspection
 - A. Make assessment regarding level of risk to building occupants with known current exposures.
 - B. If conclusions warrant additional protective measures, make written recommendation with specific actions to take to reduce the level of risk to an acceptable level. Recommendations shall be developed so that the minimum impact to operations is experienced based on the acceptable level of risk. Specific temporary corrective actions should be included if appropriate.

3.2 Assessment Phase:

1. Develop a Testing, Sampling and Inspection (“TSI”) Plan (“TSI Plan”) – In coordination with TCRM, develop a written plan for testing, sampling and inspections designed to:
 - A. Quantify and qualify the IAQ of the building.
 - B. Quantify and qualify the level of contamination.
 - C. Identify the source(s) of contamination.
 - D. Identify the cause(s) of the contamination.
2. Execute the TSI Plan. If necessary and in coordination with TCRM, revise TSI Plan during this phase to fit conditions observed.
3. Perform analysis of TSI data.
4. Assessment Report - based on work, meetings, and inspections to date.
 - A. Develop conclusions based on all work performed to date. Conclusions shall:
 1. Quantify and qualify the IAQ of the building.
 2. Quantify and qualify the level of airborne mold contamination.

3. Qualify the risks of contamination exposure to building occupants.
 4. Identify the source(s) of airborne mold contamination.
 5. Identify the source(s) of any other identified building contamination.
 6. Identify the cause(s) of contamination.
- B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.3 Remediation Phase:

1. Develop a remediation plan to correct IAQ problems identified in the assessment. Plan shall include TSI to be performed by Consultant during any phased remediation work.
2. Prepare a remediation statement of work for bidding purposes.
3. Provide a list of potential bidders qualified to perform this scope of work, if requested by TCRM.
4. Assist in performance of technical analysis of proposed costs submitted by County's remediation contractor.
5. Perform periodic TSI of remediation work.
 - A. Includes TSI at the startup of any phased remediation work to help ensure the protection of the building occupants and property.
 - B. Includes TSI during any phased remediation work to ensure the protection of the building occupants and property.
6. Perform clearance testing of any phased remediation work and final clearance testing at the end of the remediation. Written clearance reports will be required after any phased work and after the final clearance.
 - A. Develop conclusions based clearance testing. Conclusions shall:
 1. Quantify and qualify the IAQ of the building affected by the remediation.

2. Quantify and qualify the level of airborne mold contamination of the building affected by the remediation..
3. Qualify the risks of contamination exposure to building occupants.

B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.4 Restoration Phase, Repair Phase or Follow-up Assessments:

1. These phases are optional and will be initiated by means of a TCRM recommendation.
2. Inspect restoration and repair work for exposure and quality control and provide TSI as needed in coordination with TCRM.
3. Prepare written report with assessment and appropriate recommendation after the six- and twelve-month post restoration inspection and testing.

3.5 Reports - Results, findings and conclusions will be reported as required by TCRM.

1. Verbal reports will be used for information purposes only and will be followed up with a Letter Report or a Full Report.
2. Letter Report - One (1) original letter providing information in summary format with attachments as needed.
3. Full Report - Three (3) bound original reports that include the following information:
 - A. Executive Summary
 - B. Introduction
 - (1) Building and area description
 - (2) Reiteration of scope of work
 - (3) Summary of work activity
 - C. Conclusions - Enumerate conclusions based on Consultant's findings.

- D. Discussion
 - (1) Sampling Methodology
 - (2) Visual observations
 - (3) Evaluation of laboratory data
- E. Recommendations - Enumerate recommendations.
- F. Personnel Qualifications - Identify qualifications of the personnel performing the technical work.
- G. Sample Log - each sample should be correlated to its laboratory results.
- H. Schematic Floor Plan with sample locations correlated to Sample Log and any related photographs.
- I. Photographs of sample locations and any visual observations.
- J. Laboratory Qualifications - identify qualification of the laboratory for analysis for microorganisms commonly detected in air, fluid, and bulk samples collected from office work environments.
- K. Laboratory Data -
 - (1) Copies of laboratory results
 - (2) Copies of Chain of Custody forms

4. Access to Property

- 4.1 Access will be coordinated with designated Staff. In some facilities (detention, judicial, etc.) all personnel will be required to submit to pre-entry security checks. All personnel shall submit the following information for a required criminal background check three (3) days before access to facility is needed.
 - 1. Date of Birth
 - 2. Driver's License Number
 - 3. Social Security Number

4. Gender
5. Company Name.

4.2 Entry will be denied for any person who:

1. Is on parole;
2. Is on probation;
3. Has outstanding warrants; or
4. Has immediate family members housed in the detention facility.

4.3 Other security requirements will be identified depending on facility needs.

5. Meetings

Consultant shall attend meetings with Staff as required for the performance of the work. Meetings with Staff will be required to develop, explain and refine aspects of the work. Meetings with County sponsored advisory groups and local officials may also be required for the purpose of presenting the project to the public.

6. Technical Questions Regarding These Specifications

Technical questions regarding these specifications should be directed to Chuck Watt, CSP, Occupational Health and Safety Engineer, Travis County Human Resources Department at 512/854-9585 or by fax at 512/854-9757.

ATTACHMENT B
DELIVERY OF PROFESSIONAL SERVICES AND FEE SCHEDULE

SECTION 1 – DELIVERY OF PROFESSIONAL SERVICES

- 1.1 The frequency, type and quantity of required services are unknown at the time of execution of this Agreement, and shall be requested by County and delivered by Consultant as follows:
- 1.2 When County has need for professional IAQ assessment services to be performed in connection with any County Building, County shall issue a notice to Consultant specifying the work to be performed. Consultant shall develop a cost estimate according to the Fee Schedule (set forth below) and Hourly Rates (Attachment C), and shall submit the same to the County (“Consultant’s Cost Estimate”); provided, however, the County’s solicitation of Consultant’s Cost Estimate shall not create a binding obligation on the part of the County to have work performed by Consultant.
- 1.3 Where the County and Consultant agree that Consultant shall perform the work, and Consultant's Cost Estimate exceeds \$50,000, the parties shall execute a Project Work Order against the Agreement (the “Project Work Order ”) pursuant to which Consultant shall perform the work. The Project Work Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Project Work Order will be forwarded to the Consultant, together with a purchase order issued by the Travis County Purchasing Agent.
- 1.4 Where Consultant’s Cost Estimate is less than \$50,000.00, and the County and Consultant agree that Consultant shall perform the work, the parties shall execute a Project Work Order pursuant to which Consultant shall perform the work. The Project Work Order will be forwarded to Consultant together with a purchase order issued by the Travis County Purchasing Agent.
- 1.5 Consultant acknowledges and agrees that it is not authorized to perform the work without a valid Project Work Order setting forth the scope of the work. County shall pay Consultant the sum specified in the Project Work Order, which shall be a not-to-exceed amount based upon the Fee Schedule set forth below.
- 1.6 Concurrently with the parties’ execution of the Project Work Order, Consultant shall furnish to the County (i) a payment bond in the full amount of the Project Work Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Project Work Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. Consultant shall also furnish to the County the certificate of insurance naming County as an additional insured and showing coverages in accordance with Exhibit D.

SECTION 2 – REIMBURSABLE EXPENSES

2.1 Reimbursable Expenses – The term “Reimbursable Expenses” shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by the Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be reimbursed at invoice cost plus a ten (10%) fee:

2.1.1 Reproduction Cost

2.1.2 Shipping (samples, reports, sampling supplies)

2.1.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement)

2.1.4 Travel Expenses for travel outside Travis County required due to Emergency Services Request, in accordance with the Emergency Service Requirements (reference Attachment C, Hourly Rates)

2.1.5 The associated cost for Reimbursable Expenses are as follows:

Reimbursable Costs

Item	Unit Cost	10% Markup
Postage	\$5.00	\$5.00 + 10%
Travel (Emergencies Only)	\$75/hour	\$75.00 + 10%
B&W	\$0.00	\$0/report
Color	\$95/report	\$95/report
11 x 17	\$.09/page	\$.09/page
Binding	\$0.00	\$0.00 + 10%
Compact Disk/Electronic Copy	\$0/report	\$0/report

SECTION 3 – ADDITIONAL SERVICES

3.1 For the performance of any services not specifically described in the Scope of Work, or listed in the Fee Schedule, the County shall pay the Consultant under a separate written agreement (Contract Change Order); provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the Risk Manager or Safety Engineer.

3.2 The basis of compensation to the Consultant for the Additional Services shall be the Hourly Rates set forth in Attachment C.

3.3 The Consultant shall be compensated for the Additional Services; provided, however, that the Consultant shall not be compensated for work made necessary by the Consultant's errors or omissions.

SECTION 2 – FEE SCHEDULE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category A – Laboratory Analyses		
1.	Airborne total fungal spore counts and identification, 3 day results	\$ 50.00
2.	Airborne total fungal spore counts and identification, same day results	\$ 75.00
3.	Airborne total fungal spore counts and identification, weekend results	\$ 90.00
4.	Airborne Legionella (viable)	\$ 90.00
5.	Airborne fecal coliforms	\$ 55.00
6.	WallCheck™ total fungal spore counts and identification, 3 day results	\$ 50.00
7.	WallCheck™ total fungal spore counts and identification, same day results	\$ 75.00
8.	WallCheck™ total fungal spore counts and identification, weekend results	\$ 90.00
9.	Bulk total fungal spore counts and identification, 3 day results	\$ 45.00
10.	Bulk total fungal spore counts and identification, same day results	\$ 60.00
11.	Bulk total fungal spore counts and identification, weekend results	\$ 75.00
12.	Bulk sewage screen, 3 day results	\$ 95.00
13.	Surface swab total microscopic screen and fungi identification, 3 day results	\$ 45.00
14.	Surface swab total microscopic screen and fungi identification, same day results	\$ 60.00
15.	Surface swab total microscopic screen and fungi identification, weekend results	\$ 75.00
16.	Surface tape lift total microscopic screen and fungi identification, 3 day results	\$ 40.00
17.	Surface tape lift total microscopic screen and fungi identification, same day results	\$ 55.00
18.	Surface tape lift total microscopic screen and fungi identification, weekend results	\$ 70.00
19.	Surface swab sewage screen, 3 day results	\$ 90.00
20.	Surface swab Legionella, 10 day results	\$ 90.00
21.	CarpetCheck™ total fungal spore count and identification, 3 day results	\$ 45.00
22.	CarpetCheck™ total fungal spore count and identification, same day results	\$ 55.00
23.	CarpetCheck™ total fungal spore count and identification, weekend results	\$ 70.00
24.	Bulk water sample Legionella (viable),	\$ 90.00
25.	Surface lead	\$ 18.00
	25-A Surface Lead by paint chip collection, normal report results	\$ 18.00
	25-B Surface lead by XRF (X-ray fluorescence)	\$ 0.00
26.	Airborne asbestos	\$ 14.00
27.	Radon gas	\$ 20.00
28.	Combustible gas	\$ 25.00
29.	Formaldehyde gas	\$ 10.00
30.	Ozone gas	\$ 10.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category B. - Onsite Surveys		
31.	Wall moisture tests	\$ 2.00
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	\$ 5.00
33.	Individual personal survey (written) with analysis	\$ 10.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category C. - Media		
34.	Spore Trap cassette	\$ 10.00
35.	Culture plate	\$ 1.25
36.	CarpetCheck™ cassette	\$ 3.00
37.	Sampling swab	\$ 0.00
38.	Tape lift	\$ 0.00
39.	Glass slides	\$ 0.00
40.	Sterile sampling bottles	\$ 0.00
41.	Bulk sample collection containers	\$ 0.00
42.	Transport coolers	\$ 0.00
43.	Transport ice packs	\$ 0.00
44.	Gas detection tube – Ozone	\$ 8.50
45.	Gas detection tube – Formaldehyde	\$ 7.50
46.	Smoke tube	\$ 5.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category D. – Equipment (unit cost per day)		
47.	Impaction Sampler	\$ 25/day
48.	High volume sampling pump, calibrated	\$ 10/day
49.	Low volume sampling pump, calibrated	\$ 10/day
50.	Gas detector tube pump (typically Drager, MSA, Gastec or Sensidyne)	\$ 10/day
51.	Particle counter meter	\$ 75/day
52.	Combustible gas meter	\$ 20/day
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	\$ 75/day
54.	Moisture meter	\$ 40/day
55.	HEPA vacuum	\$ 10/day
56.	Anemometer	\$ 10/day
57.	Differential pressure gauge	\$ 10/day
58.	Flexible borescope	\$ 30/day
59.	Ladder – any size	\$ 10/day
60.	Still camera, film or digital	\$ 10/day
61.	Video camera, tape or digital	\$ 10/day
62.	Camera, Thermal Imaging	\$250/day
63.	XRF (X-ray fluorescence) Analyzer for lead paint	\$ 75/day

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category E. – Personal Protective Equipment		
64.	Disposable respirator, N100 or P100	\$ 11.00
65.	Reusable respirator	\$ 16.50
66.	Respirator replacement cartridges, P100	\$ 8.80
67.	Respirator replacement cartridges, Organic Vapor/P100	\$ 22.00
68.	Tyvek Suits, any size	\$ 9.00
69.	Latex or Nitrile disposable gloves	\$ 1/pair

ATTACHMENT C
HOURLY RATES

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$100/hr
2	Project Manager - Licensed Mold Assessment Consultant	\$ 85/hr
3	Technician - Licensed Mold Assessment Technician	\$ 70/hr
4	CAD Drafter	\$ 45/hr
5	Clerical	\$ 35/hr

ATTACHMENT D
INSURANCE REQUIREMENTS

During the term of this Agreement, CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

ATTACHMENT E

ETHICS AFFIDAVIT

Date: March 30, 2011

Name of Affiant: John D. Langan MAC, P.G., LEED AP®

Title of Affiant: Department Manager

Business Name of CONSULTANT: Professional Service Industries, Inc. (PSI)

County of CONSULTANT: Bexar

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

John D. Langan
Signature of Affiant

3 Burwood Lane, San Antonio, TX 78216
Address

SUBSCRIBED AND SWORN TO before me by March on 30, 2011.

Christina K. Kirchoff
Notary Public, State of Texas

Christina K. Kirchoff
Typed or printed name of notary
My commission expires: April 21, 2014

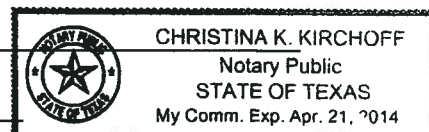


EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

<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	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative.....	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
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	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson*	
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, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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*
 Safety Engineer..... Chuck Watt

FORMER EMPLOYEES

Position Held.....	Name of Individual Holding Office/Position	Date of Expiration
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
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court.....	Christian Smith	05/31/11
Executive Manager, TNR.....	Joseph Gieselman	01/31/12

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

ATTACHMENT F
CONSULTANT'S PROPOSAL

(Consultant's proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at contract award)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

MACTEC ENGINEERING AND CONSULTING, INC.

FOR

**PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

CONTRACT NO. PS110158DG

PROFESSIONAL SERVICES AGREEMENT

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GENERAL PROVISIONS

PROFESSIONAL SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND MACTEC ENGINEERING AND CONSULTING, INC. FOR PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT CONSULTING SERVICES

This Agreement is entered into by and between the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

MACTEC ENGINEERING AND CONSULTING, INC., a Texas company, ("Consultant").

RECITALS

WHEREAS, County issued Request for Services Number RFS # S110055-DG (the "RFS") for proposals from qualified firms for the procurement of professional services related to analyzing and assessing the indoor air quality of County-owned as well as County-leased buildings, on an as-needed basis and Consultant submitted the successful proposal under the RFS;

WHEREAS, Consultant has the knowledge, experience, and expertise to provide the professional services described above and any necessary professional degrees, licenses, and certifications to do so, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Sections 262.023(a) and 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

"Agreement" means this Professional Services Agreement and all attachments. The attachments enumerated below are hereby made a part of this Agreement, and constitute promised performances by Consultant:

- 1.1 (i) Attachment A – Scope of Services
- (ii) Attachment B – Section 1: Delivery of Professional Services
Section 2: Fee Schedule
- (iii) Attachment C – Hourly Rates
- (iv) Attachment D – Insurance Requirements
- (v) Attachment E – Ethics Affidavit
Exhibit 1: Key Contracting List

(vi) Attachment F – Consultant’s Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

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

1.4 "County Building" means any County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by the County in the future; and buildings occupied by County employees.

1.5 “Was doing business” and “does business” shall mean:

(i) 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,

(ii) 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;

(iii) but does not include:

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

(b) 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 Consultant in the ordinary course of its business; and

(c) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment E (“Ethics Affidavit”).

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "County" means Travis County, Texas.

1.9 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant’s Qualifications Statement as part of Consultant’s proposal submitted in response to the RFS. Consultant will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises

(MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

Consultant may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

1.10 "Owned, managed, and independently controlled" shall mean that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, shall possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and shall have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership shall be measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

1.11 "Project Work Order" shall mean an order issued for the performance of services upon the completion of price negotiations for individual projects to be performed under this Agreement.

2.0 GENERAL CONDITIONS:

Consultant represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **PERIOD OF SERVICE:**

- 3.1 This Agreement shall become effective upon approval by the Commissioners Court and shall remain in full force and effect for an Initial Term of one (1) year.
- 3.2 **OPTION TO EXTEND:** County may unilaterally extend this Agreement for (4) four additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions hereof, except for term and price, shall remain unchanged and in full force and effect. The total term of this contract, including Options to Extend, shall not exceed (39) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4.0 **CONSULTANT CERTIFICATIONS:**

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and that he has not filed for bankruptcy. He further certifies that his company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.
- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, LICENSES, PATENTS, TRADE AND SERVICE MARKS, AND ALL OTHER PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED FOR OR IN CONNECTION WITH THIS AGREEMENT.**

5.0 **DISPUTES AND APPEALS:**

DISPUTES AND APPEALS (OCT '03): The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Consultant’s satisfaction, Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 **INDEPENDENT CONTRACTOR:**

The parties expressly acknowledge and agree that Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with County.7.0

7.0 **PROJECT WORK ORDERS/PURCHASE ORDER:**

Consultant shall provide goods and services using the Project Work Order and Purchase Order procedures set forth in Attachment B ("Delivery of Professional Services and Fee Schedule"). Consultant shall reference the Agreement number, the Project Work Order number and the purchase order number on all invoices to the Travis County Risk Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant shall reference the Project Work Order and purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

8.0 **COMPENSATION AND PAYMENT SCHEDULE**

8.1 In consideration of Consultant's delivery of the professional IAQ assessment services described in the Scope of Services (Attachment A), Consultant shall receive the compensation described in Attachment B, Section 2 ("Fee Schedule"). Fees shall be invoiced and paid in accordance with the payment schedule set forth herein.

8.2 The term "Reimbursable Expenses" shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be invoiced and reimbursed at cost plus a negotiated fee and shall be limited to:

8.2.1 Reproduction Cost;

8.2.2 Shipping (samples, reports, sampling supplies); and

8.2.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement).

9.0 **PAYMENTS:**

9.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Submission of invoices shall be made to the address below for orders placed by the Purchasing Agent.

Travis County Risk Management
Attn.: Chuck Watt, Safety Engineer
P.O. Box 1748
Austin, Texas 78767

- 9.2 For purposes of payment discounts, time will begin upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 9.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the contract, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

10.0 INTEREST ON OVERDUE PAYMENT:

Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

11.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

12.0 WORK PRODUCT; OWNERSHIP OF DOCUMENTS:

- 12.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered hereunder, including but not limited to any and all deliverables described in the Scope of Services.
- 12.2 Consultant shall furnish County with all Work Product as requested, whether or not it is complete upon expiration of this Agreement or conclusion of the IAQ assessment project, or upon suspension or termination of this Agreement, as provided herein. Consultant shall have the right to retain copies of the Work Product for its records.
- 12.3 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of County and upon completion of each IAQ assessment project shall be delivered to County in an organized fashion.

13.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.0 COVENANT AGAINST CONTINGENT FEES:

Consultant represents and warrants that no person or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 CHANGE OF NAME AGREEMENTS:

Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by Consultant, the Purchasing Agent shall be notified immediately. No change in the obligation of Consultant will be recognized until such change is approved by Commissioners Court.

16.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT:

Failure by either County or Consultant in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the consultant. As a minimum, Consultant shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the

County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. . In the event of such termination the County shall pay Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for los of any profits anticipated to be made hereunder.

19.0 **CHANGES:**

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

19.1.1 Description of services;

19.1.2 Place of delivery;

19.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

19.2 It is acknowledged by Consultant that **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

19.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

19.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

20.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

21.0 SUBCONTRACTS:

Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

22.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement, and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County shall provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performances under the terms of this contract, it shall included requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

23.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

23.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

23.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

24.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply 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] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement.

County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

26.0 FORFEITURE OF CONTRACT:

26.1 Consultant must forfeit all benefits of this Agreement and County must retain all performance by Consultant and recover all consideration or the value of all consideration, paid to Consultant pursuant to this contract if:

26.1.1 Consultant was doing business at the time of submitting its proposal in response to the RFS or had done business during the 365-day period immediately prior to the date of which it submitted its proposal with one or more Key Contracting Persons; or

26.1.2 Consultant does business with a Key Contracting Person after the date on which Consultant submitted its proposal that resulted in this Agreement and prior to full performance of this Agreement.

27.0 NOTICES:

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

27.3 The address of Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT:

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.1 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable Sunday in April until 2:00 o'clock a.m. on the first applicable Sunday in October.

28.2 Gender and Number: 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 clearly requires otherwise.

29.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

30.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

30.1 CONSULTANT SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH CONSULTANT AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S ACTIONS.

30.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 27 of this Agreement of the following information:

30.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;

30.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

30.2.3 the alleged basis of the claim, action or proceeding;

30.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 the name or names of any person against whom this claim is being made.

30.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

31.0 CONSULTANT'S RESPONSIBILITY AND LIABILITY:

31.1 Consultant covenants to undertake no task in which a professional license, registration or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed or registered individual's license or registration expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

31.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, if applicable, and city ordinances currently in effect.

31.3 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at

least that standard of care which a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement shall be construed to relieve Consultant of this duty.

31.4 Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's request be immediately removed from association with the project in which Consultant is then engaged.

32.0 **HUB PROCUREMENT PROGRAM:**

It is the policy of County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Consultant to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), was completed and returned with Consultant's Qualifications Statement. To be considered as a Certified HUB, Consultant's subcontractors must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

Consultant shall be responsible for the use of the Vendor Tracking System ("VTS" or the "System"), and shall require all subconsultants to be responsible for system reporting. The VTS electronically tracks payments to all first-tier subconsultants.

33.0 **ORDER OF PRECEDENCE:**

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following ascending order:

- The Scope of Services (including all specifications provided with each Project Work Order);
- Terms and Conditions of RFS #S110055-DG;
- General Provisions;
- Other provisions, whether incorporated by reference or otherwise; and
- Consultant's Proposal

34.0 **ADDITIONAL GENERAL PROVISIONS:**

34.1 County may assign any of its obligations under this Agreement.

34.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.

- 34.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 34.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 34.5 Despite anything to the contrary in this Agreement, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

35.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in 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.

36.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any contract funds are payable.

37.0 NON-WAIVER OF DEFAULT:

- 37.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**
- 37.2 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.

38.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/ proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred

contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/ proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

39.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget with in the foreseeable future. County Commissioners expect this to be an integral part of the future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal Year for County extends form October 1st of each year to September 30th of the next calendar year.

40.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Agreementor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

41.0 INSURANCE:

Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in **Exhibit D**.

42.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Consultant shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Consultant should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

43.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

44.0 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT

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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

44.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

44.2 the debt is paid.

44.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 39.1 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: MACTEC ENGINEERING AND CONSULTING, INC.

By: 

Printed Name: Samuel M. Watson

Title: Vice President
By Authorized Representative

Date: April 12, 2011

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Background

Travis County owns and operates numerous facilities located throughout the County of varying size, age and operational capabilities. Travis County desires to enter into a contract with a professional Indoor Air Quality (“IAQ”) Consultant to perform various functions relating to IAQ assessments within County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by Travis County in the future; and buildings occupied by County employees, all as directed by the Travis County Risk Management Division (“TCRM”).

2. Scope of Work

2.1. Perform IAQ assessments of specific County facilities or potential facilities to:

1. Determine the indoor air quality of the facility,
2. Identify the severity of contamination,
3. Identify the source(s) and cause(s) of contamination,
4. Determine the potential effects on occupants,
5. Develop remediation plans and corrective measures to prevent reoccurrence of identified contamination,
6. Inspect remediation, restoration and repair work for exposure and quality control,
7. Perform clearance inspections/testing, and
8. Submit written reports as required.

2.2. Assessments may include the following types of testing as suggested by the specific circumstances and in coordination with TCRM:

1. Wall moisture tests
2. CO, CO², O², Temperature, Relative Humidity and Differential Pressures
3. Bacteria
4. Fungi
5. Mycotoxins
6. Lead
7. Asbestos
8. Radon
9. Combustible gas
10. Formaldehyde
11. Ozone Gas
12. Other hazardous particulates, gasses, fumes or mists that may be a potential hazard to facility occupants

2.3. Assessments may include the following types of operational facilities:

1. Office spaces
2. Detention, adult or juvenile
3. Kitchen
4. Judicial (Courtrooms)
5. Fleet services
6. Maintenance areas
7. Print shop
8. Crime lab
9. Medical Examiner (morgue)

10. Park facilities
11. Sign shops
12. Heliport/Aircraft hangar
13. Crew quarters
14. Training areas
15. Records Storage
16. Exhibition, arena and animal barns
17. TV and Media
18. Computer mainframe centers
19. Radio dispatch
20. Health clinics
21. Community centers
22. Solid waste disposal
23. Warehouses

3. Summary of Services

3.1 Preliminary Assessment Phase:

1. This phase is optional and will be initiated by means of a TCRM recommendation.
2. Review current documentation, including reports, memoranda and sampling results supplied by TCRM or other Travis County Staff (“Staff”).
3. Specify information needed from Staff, to be delivered at or before the Pre-Assessment Meeting.
4. Preliminary Assessment Meeting - Meet with Staff to become familiar with concerns regarding IAQ work and to generally exchange information, including operational systems, security, development of schedules and communication protocols. Discussions will include criteria for preliminary recommendations.

5. Perform initial site inspection to become familiar with building layout, operations and locations of known contamination.
6. Preliminary Assessment Report – based on relevant work, meetings to date and initial site inspection
 - A. Make assessment regarding level of risk to building occupants with known current exposures.
 - B. If conclusions warrant additional protective measures, make written recommendation with specific actions to take to reduce the level of risk to an acceptable level. Recommendations shall be developed so that the minimum impact to operations is experienced based on the acceptable level of risk. Specific temporary corrective actions should be included if appropriate.

3.2 Assessment Phase:

1. Develop a Testing, Sampling and Inspection (“TSI”) Plan (“TSI Plan”) – In coordination with TCRM, develop a written plan for testing, sampling and inspections designed to:
 - A. Quantify and qualify the IAQ of the building.
 - B. Quantify and qualify the level of contamination.
 - C. Identify the source(s) of contamination.
 - D. Identify the cause(s) of the contamination.
2. Execute the TSI Plan. If necessary and in coordination with TCRM, revise TSI Plan during this phase to fit conditions observed.
3. Perform analysis of TSI data.
4. Assessment Report - based on work, meetings, and inspections to date.
 - A. Develop conclusions based on all work performed to date. Conclusions shall:
 1. Quantify and qualify the IAQ of the building.
 2. Quantify and qualify the level of airborne mold contamination.

3. Qualify the risks of contamination exposure to building occupants.
 4. Identify the source(s) of airborne mold contamination.
 5. Identify the source(s) of any other identified building contamination.
 6. Identify the cause(s) of contamination.
- B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.3 Remediation Phase:

1. Develop a remediation plan to correct IAQ problems identified in the assessment. Plan shall include TSI to be performed by Consultant during any phased remediation work.
2. Prepare a remediation statement of work for bidding purposes.
3. Provide a list of potential bidders qualified to perform this scope of work, if requested by TCRM.
4. Assist in performance of technical analysis of proposed costs submitted by County's remediation contractor.
5. Perform periodic TSI of remediation work.
 - A. Includes TSI at the startup of any phased remediation work to help ensure the protection of the building occupants and property.
 - B. Includes TSI during any phased remediation work to ensure the protection of the building occupants and property.
6. Perform clearance testing of any phased remediation work and final clearance testing at the end of the remediation. Written clearance reports will be required after any phased work and after the final clearance.
 - A. Develop conclusions based clearance testing. Conclusions shall:
 1. Quantify and qualify the IAQ of the building affected by the remediation.

2. Quantify and qualify the level of airborne mold contamination of the building affected by the remediation..
3. Qualify the risks of contamination exposure to building occupants.

B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.4 Restoration Phase, Repair Phase or Follow-up Assessments:

1. These phases are optional and will be initiated by means of a TCRM recommendation.
2. Inspect restoration and repair work for exposure and quality control and provide TSI as needed in coordination with TCRM.
3. Prepare written report with assessment and appropriate recommendation after the six- and twelve-month post restoration inspection and testing.

3.5 Reports - Results, findings and conclusions will be reported as required by TCRM.

1. Verbal reports will be used for information purposes only and will be followed up with a Letter Report or a Full Report.
2. Letter Report - One (1) original letter providing information in summary format with attachments as needed.
3. Full Report - Three (3) bound original reports that include the following information:
 - A. Executive Summary
 - B. Introduction
 - (1) Building and area description
 - (2) Reiteration of scope of work
 - (3) Summary of work activity
 - C. Conclusions - Enumerate conclusions based on Consultant's findings.

- D. Discussion
 - (1) Sampling Methodology
 - (2) Visual observations
 - (3) Evaluation of laboratory data
- E. Recommendations - Enumerate recommendations.
- F. Personnel Qualifications - Identify qualifications of the personnel performing the technical work.
- G. Sample Log - each sample should be correlated to its laboratory results.
- H. Schematic Floor Plan with sample locations correlated to Sample Log and any related photographs.
- I. Photographs of sample locations and any visual observations.
- J. Laboratory Qualifications - identify qualification of the laboratory for analysis for microorganisms commonly detected in air, fluid, and bulk samples collected from office work environments.
- K. Laboratory Data -
 - (1) Copies of laboratory results
 - (2) Copies of Chain of Custody forms

4. Access to Property

- 4.1 Access will be coordinated with designated Staff. In some facilities (detention, judicial, etc.) all personnel will be required to submit to pre-entry security checks. All personnel shall submit the following information for a required criminal background check three (3) days before access to facility is needed.
 - 1. Date of Birth
 - 2. Driver's License Number
 - 3. Social Security Number

4. Gender
5. Company Name.

4.2 Entry will be denied for any person who:

1. Is on parole;
2. Is on probation;
3. Has outstanding warrants; or
4. Has immediate family members housed in the detention facility.

4.3 Other security requirements will be identified depending on facility needs.

5. Meetings

Consultant shall attend meetings with Staff as required for the performance of the work. Meetings with Staff will be required to develop, explain and refine aspects of the work. Meetings with County sponsored advisory groups and local officials may also be required for the purpose of presenting the project to the public.

6. Technical Questions Regarding These Specifications

Technical questions regarding these specifications should be directed to Chuck Watt, CSP, Occupational Health and Safety Engineer, Travis County Human Resources Department at 512/854-9585 or by fax at 512/854-9757.

ATTACHMENT B
DELIVERY OF PROFESSIONAL SERVICES AND FEE SCHEDULE

SECTION 1 – DELIVERY OF PROFESSIONAL SERVICES

- 1.1 The frequency, type and quantity of required services are unknown at the time of execution of this Agreement, and shall be requested by County and delivered by Consultant as follows:
- 1.2 When County has need for professional IAQ assessment services to be performed in connection with any County Building, County shall issue a notice to Consultant specifying the work to be performed. Consultant shall develop a cost estimate according to the Fee Schedule (set forth below) and Hourly Rates (Attachment C), and shall submit the same to the County (“Consultant’s Cost Estimate”); provided, however, the County’s solicitation of Consultant’s Cost Estimate shall not create a binding obligation on the part of the County to have work performed by Consultant.
- 1.3 Where the County and Consultant agree that Consultant shall perform the work, and Consultant's Cost Estimate exceeds \$50,000, the parties shall execute a Project Work Order against the Agreement (the “Project Work Order ”) pursuant to which Consultant shall perform the work. The Project Work Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Project Work Order will be forwarded to the Consultant, together with a purchase order issued by the Travis County Purchasing Agent.
- 1.4 Where Consultant’s Cost Estimate is less than \$50,000.00, and the County and Consultant agree that Consultant shall perform the work, the parties shall execute a Project Work Order pursuant to which Consultant shall perform the work. The Project Work Order will be forwarded to Consultant together with a purchase order issued by the Travis County Purchasing Agent.
- 1.5 Consultant acknowledges and agrees that it is not authorized to perform the work without a valid Project Work Order setting forth the scope of the work. County shall pay Consultant the sum specified in the Project Work Order, which shall be a not-to-exceed amount based upon the Fee Schedule set forth below.
- 1.6 Concurrently with the parties’ execution of the Project Work Order, Consultant shall furnish to the County (i) a payment bond in the full amount of the Project Work Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Project Work Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. Consultant shall also furnish to the County the certificate of insurance naming County as an additional insured and showing coverages in accordance with Exhibit D.

SECTION 2 – REIMBURSABLE EXPENSES

- 2.1 Reimbursable Expenses – The term “Reimbursable Expenses” shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by the Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be reimbursed at invoice cost plus a ten (10%) fee:

- 2.1.1 Reproduction Cost
- 2.1.2 Shipping (samples, reports, sampling supplies)
- 2.1.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement)
- 2.1.4 Travel Expenses for travel outside Travis County required due to Emergency Services Request, in accordance with the Emergency Service Requirements (reference Attachment C, Hourly Rates)
- 2.1.5 The associated cost for Reimbursable Expenses are as follows:

Reimbursable Costs

Item	Unit Cost	10% Markup
Postage –Courier (Local)	\$15.00	Cost + 10%
Standard Letter	\$0.44	Cost + 10%
Overnight Express Letter	\$15.00	Cost + 10%
Overnight Express Letter Oversized	\$35.00	Cost + 10%
Travel (Emergencies Only)	\$0.51/mile	Cost + 10%
B&W (8.5 x 11)	\$0.10	Cost
Color (8.5 x 11)	\$1.00	Cost
11 x 17	\$1.20t	Cost + 10%
Binding (Binder)	\$5.00	Cost + 10%

SECTION 3 – ADDITIONAL SERVICES

- 3.1 For the performance of any services not specifically described in the Scope of Work, or listed in the Fee Schedule, the County shall pay the Consultant under a separate written agreement (Contract Change Order); provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the Risk Manager or Safety Engineer.
- 3.2 The basis of compensation to the Consultant for the Additional Services shall be the Hourly Rates set forth in Attachment C.
- 3.3 The Consultant shall be compensated for the Additional Services; provided, however, that the Consultant shall not be compensated for work made necessary by the Consultant's errors or omissions.

SECTION 2 – FEE SCHEDULE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category A – Laboratory Analyses		
1.	Airborne total fungal spore counts and identification, 3 day results	\$33.00
2.	Airborne total fungal spore counts and identification, same day results	\$57.70
3.	Airborne total fungal spore counts and identification, weekend results	\$66.00
4.	Airborne Legionella (viable) (14-day)	\$95.00
5.	Airborne fecal coliforms	\$45.00
6.	WallCheck™ total fungal spore counts and identification, 3 day results	\$50.00
7.	WallCheck™ total fungal spore counts and identification, same day results	\$87.50
8.	WallCheck™ total fungal spore counts and identification, weekend results	\$100.00
9.	Bulk total fungal spore counts and identification, 3 day results	\$29.00
10.	Bulk total fungal spore counts and identification, same day results	\$50.75
11.	Bulk total fungal spore counts and identification, weekend results	\$58.00
12.	Bulk sewage screen, 3 day results	\$70.00
13.	Surface swab total microscopic screen and fungi identification, 3 day results	\$29.00
14.	Surface swab total microscopic screen and fungi identification, same day results	\$50.75
15.	Surface swab total microscopic screen and fungi identification, weekend results	\$58.00
16.	Surface tape lift total microscopic screen and fungi identification, 3 day results	\$29.00
17.	Surface tape lift total microscopic screen and fungi identification, same day results	\$50.75
18.	Surface tape lift total microscopic screen and fungi identification, weekend results	\$58.00
19.	Surface swab sewage screen, 3 day results	\$90.00
20.	Surface swab Legionella, 10 day results (14-day)	\$95.00
21.	CarpetCheck™ total fungal spore count and identification, 3 day results	\$90.00
22.	CarpetCheck™ total fungal spore count and identification, same day results	\$120.00
23.	CarpetCheck™ total fungal spore count and identification, weekend results	\$180.00
24.	Bulk water sample Legionella (viable),	\$95.00
25.	Surface lead	
	25-A Surface Lead by paint chip collection, normal report results (5-day)	\$10.00
	25-B Surface lead by XRF (X-ray fluorescence) Equipment Rental	\$0.00
26.	Airborne asbestos	\$3.50
27.	Radon gas	\$30.00
28.	Combustible gas (Direct Read Equipment Rental)	\$0.00
29.	Formaldehyde gas	\$100.00
30.	Ozone gas (Gas Detec Tube)	\$4.80

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category B. - Onsite Surveys		
31.	Wall moisture tests	\$0.00 *
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	\$0.00 *
33.	Individual personal survey (written) with analysis	\$0.00 *

- INCLUDED IN HOURLY RATE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category C. - Media		
34.	Spore Trap cassette	\$7.00
35.	Culture plate	\$0.00
36.	CarpetCheck™ cassette	\$2.00
37.	Sampling swab	\$0.00
38.	Tape lift	\$0.00
39.	Glass slides	\$0.00
40.	Sterile sampling bottles	\$0.00
41.	Bulk sample collection containers	\$0.00
42.	Transport coolers	\$12.00
43.	Transport ice packs	\$1.50
44.	Gas detection tube – Ozone	\$7.50
45.	Gas detection tube – Formaldehyde	\$12.00
46.	Smoke tube	\$7.50

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category D. – Equipment (unit cost per day)		
47.	Impaction Sampler (A-6)	\$0.00
48.	High volume sampling pump, calibrated	\$0.00
49.	Low volume sampling pump, calibrated	\$25.00
50.	Gas detector tube pump (typically Drager, MSA, Gastec or Sensidyne)	\$0.00
51.	Particle counter meter	\$114.75
52.	Combustible gas meter	\$25.20
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	\$46.75
54.	Moisture meter	\$0.00
55.	HEPA vacuum	\$0.00
56.	Anemometer	\$38.25
57.	Differential pressure gauge	\$38.25
58.	Flexible borescope	\$15.00
59.	Ladder – any size (10' or Less)	\$0.00
60.	Still camera, film or digital	\$0.00
61.	Video camera, tape or digital	\$35.00
62.	Camera, Thermal Imaging	\$170.00
63.	XRF (X-ray fluorescence) Analyzer for lead paint	\$135.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category E. – Personal Protective Equipment		
64.	Disposable respirator, N100 or P100	\$10.00
65.	Reusable respirator	\$0.00
66.	Respirator replacement cartridges, P100	\$0.00
67.	Respirator replacement cartridges, Organic Vapor/P100	\$0.00
68.	Tyvek Suits, any size	\$16.00
69.	Latex or Nitrile disposable gloves	\$0.00

ATTACHMENT C
HOURLY RATES

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$163.00
2	Project Manager - Licensed Mold Assessment Consultant	\$90.00
3	Technician - Licensed Mold Assessment Technician	\$90.00
4	CAD Drafter	\$76.00
5	Clerical	\$47.00

ATTACHMENT D
INSURANCE REQUIREMENTS

During the term of this Agreement, CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

ATTACHMENT E

ETHICS AFFIDAVIT

Date: April 12, 2011

Name of Affiant: Samuel M. Watson

Title of Affiant: Vice President

Business Name of CONSULTANT: MACTEC Engineering and Consulting, Inc.

County of CONSULTANT: TARRANT

Affiant on oath swears that the following statements are true:

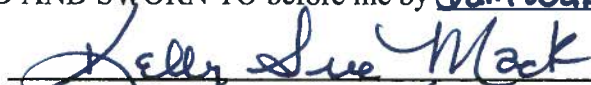
1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.



 Signature of Affiant

3520 Executive Center Dr. #200
 Address Austin, TX 78731

SUBSCRIBED AND SWORN TO before me by Sam Watson on 4/12, 20 11



 Notary Public, State of Texas

Kelly Sue Mack

 Typed or printed name of notary
 My commission expires: 4/13/2014



EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

<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	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative.....	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
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	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson*	
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, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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*
 Safety Engineer..... Chuck Watt

FORMER EMPLOYEES

Position Held.....	Name of Individual Holding Office/Position	Date of Expiration
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
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court.....	Christian Smith	05/31/11
Executive Manager, TNR.....	Joseph Gieselman	01/31/12

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

ATTACHMENT F
CONSULTANT'S PROPOSAL

(Consultant's proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at contract award)

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**TRAVIS COUNTY
AND**

ERC ENVIRONMENTAL CONSULTANTS, INC.

FOR

**PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

CONTRACT NO. PS110159DG

PROFESSIONAL SERVICES AGREEMENT

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GENERAL PROVISIONS

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN TRAVIS COUNTY AND ERC ENVIRONMENTAL CONSULTANTS, INC.
FOR PROFESSIONAL INDOOR AIR QUALITY ASSESSMENT
CONSULTING SERVICES**

This Agreement is entered into by and between the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and

ERC ENVIRONMENTAL CONSULTANTS, INC., a Texas company, ("Consultant").

RECITALS

WHEREAS, County issued Request for Services Number RFS # S110055-DG (the "RFS") for proposals from qualified firms for the procurement of professional services related to analyzing and assessing the indoor air quality of County-owned as well as County-leased buildings, on an as-needed basis and Consultant submitted the successful proposal under the RFS;

WHEREAS, Consultant has the knowledge, experience, and expertise to provide the professional services described above and any necessary professional degrees, licenses, and certifications to do so, and;

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Sections 262.023(a) and 262.024(a)(4) of the Local Government Code as this is a contract for professional services.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1.0 GENERAL DEFINITIONS:

"Agreement" means this Professional Services Agreement and all attachments. The attachments enumerated below are hereby made a part of this Agreement, and constitute promised performances by Consultant:

- 1.1 (i) Attachment A – Scope of Services
- (ii) Attachment B – Section 1: Delivery of Professional Services
Section 2: Fee Schedule
- (iii) Attachment C – Hourly Rates
- (iv) Attachment D – Insurance Requirements
- (v) Attachment E – Ethics Affidavit
Exhibit 1: Key Contracting List

(vi) Attachment F – Consultant’s Proposal

1.2 "Auditor" means the Travis County Auditor or her designee.

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

1.4 "County Building" means any County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by the County in the future; and buildings occupied by County employees.

1.5 “Was doing business” and “does business” shall mean:

(i) 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,

(ii) 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;

(iii) but does not include:

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

(b) 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 Consultant in the ordinary course of its business; and

(c) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to Attachment E (“Ethics Affidavit”).

1.7 "Purchasing Agent" means the Travis County Purchasing Agent.

1.8 "County" means Travis County, Texas.

1.9 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant’s Qualifications Statement as part of Consultant’s proposal submitted in response to the RFS. Consultant will make good faith efforts to meet or exceed the HUB participation goals in the Professional Services category for an overall 15.8% for Minority-Owned Business Enterprises

(MBE) and an Overall 15.8% for Woman-Owned Business Enterprises (WBE). (Sub-goals: 1.9% African-American, 9.0% Hispanic-American, 4.9% Native/Asian-American) of the Contract Sum. For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program. Minimum good faith efforts include, to the extent practical and consistent with standard and prudent industry practices, the following:

- (a) dividing the Work into the smallest feasible portions, to allow for maximum HUB subcontractor participation;
- (b) providing to HUBs that exhibited genuine interest in bidding on a subcontract adequate information regarding the Project (i.e. plans, specifications, scope of work, bonding and insurance requirements and a point of contact within Consultant's organization);
- (c) notifying, in writing, three or more HUBs for each scope of work, allowing no less than five working days prior to bid submission, of the planned work to be subcontracted;
- (d) providing notice of opportunities to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the information to their members/participants.

Consultant may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

1.10 "Owned, managed, and independently controlled" shall mean that one or more socially disadvantaged person(s) who own the requisite interests in or assets of a business applying for Historically Underutilized Business (HUB) certification, shall possess equivalent incidents of such ownership, including an equivalent interest in profit and loss, and shall have contributed an equivalent percentage of capital, equipment and/or expertise to the business. Ownership shall be measured as, though not subject to, the community property interest of a spouse, if both spouses certify in writing that the non-participating spouse relinquishes control over his or her spouse, his or her community property as the separate property of the spouse. The one or more socially disadvantaged owner(s) shall have recognized ultimate control over all day-to-day business decisions affecting the HUB and shall hold a title commensurate with such control. Such ultimate control shall be known to and at least tacitly acknowledged in day-to-day operations by employees of the business, and by those with whom business is conducted.

1.11 "Project Work Order" shall mean an order issued for the performance of services upon the completion of price negotiations for individual projects to be performed under this Agreement.

2.0 GENERAL CONDITIONS:

Consultant represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Consultant has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

3.0 **PERIOD OF SERVICE:**

- 3.1 This Agreement shall become effective upon approval by the Commissioners Court and shall remain in full force and effect for an Initial Term of one (1) year.
- 3.2 **OPTION TO EXTEND:** County may unilaterally extend this Agreement for (4) four additional one (1) year periods (individually, an “Option to Extend” and collectively, the “Options to Extend”), and all provisions hereof, except for term and price, shall remain unchanged and in full force and effect. The total term of this contract, including Options to Extend, shall not exceed (39) months. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4.0 **CONSULTANT CERTIFICATIONS:**

- 4.1 Consultant certifies that he is a duly qualified, capable, and otherwise bondable business entity, that he is not in receivership or contemplates same, and that he has not filed for bankruptcy. He further certifies that his company, corporation or partnership is not currently delinquent with respect to payment of property taxes within Travis County.
- 4.2 Consultant warrants that all applicable copyrights, licenses, patents, trade and service marks, and all other proprietary and intellectual property rights which may exist on materials used in this contract have been adhered to and further warrants that County shall not be liable for any infringement of those rights and that any rights granted to County shall apply for the duration of this Agreement. **CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS TRAVIS COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, JUDGMENTS, AND LIABILITY OF EVERY KIND INCLUDING EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEY FEES FOR DAMAGES TO ANY PERSON OR PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY ALLEGED OR ACTUAL INFRINGEMENT OF EXISTING COPYRIGHTS, LICENSES, PATENTS, TRADE AND SERVICE MARKS, AND ALL OTHER PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS APPLICABLE TO MATERIALS USED FOR OR IN CONNECTION WITH THIS AGREEMENT.**

5.0 **DISPUTES AND APPEALS:**

DISPUTES AND APPEALS (OCT '03): The Purchasing Agent acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent in relation to disputes is void unless otherwise stated in this Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, Consultant must submit a written notice to the Purchasing Agent within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to Consultant’s satisfaction, Consultant may submit a written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Consultant then has the right to be heard by Commissioners Court.

6.0 **INDEPENDENT CONTRACTOR:**

The parties expressly acknowledge and agree that Consultant is an independent contractor, operating solely in the capacity, and assumes all of the rights, obligations and liabilities applicable to him as an independent contractor. No employee of Consultant shall be considered an employee of County, or gain any rights against County pursuant to the County's personnel policies. Both parties expressly acknowledge and agree that none of Consultant's employees have a contractual relationship with County.7.0

7.0 **PROJECT WORK ORDERS/PURCHASE ORDER:**

Consultant shall provide goods and services using the Project Work Order and Purchase Order procedures set forth in Attachment B ("Delivery of Professional Services and Fee Schedule"). Consultant shall reference the Agreement number, the Project Work Order number and the purchase order number on all invoices to the Travis County Risk Management Department. The terms and conditions contained elsewhere in this Agreement shall prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant shall reference the Project Work Order and purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.

8.0 **COMPENSATION AND PAYMENT SCHEDULE**

8.1 In consideration of Consultant's delivery of the professional IAQ assessment services described in the Scope of Services (Attachment A), Consultant shall receive the compensation described in Attachment B, Section 2 ("Fee Schedule"). Fees shall be invoiced and paid in accordance with the payment schedule set forth herein.

8.2 The term "Reimbursable Expenses" shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be invoiced and reimbursed at cost plus a negotiated fee and shall be limited to:

8.2.1 Reproduction Cost;

8.2.2 Shipping (samples, reports, sampling supplies); and

8.2.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement).

9.0 **PAYMENTS:**

9.1 Payment shall be made by check or warrant within thirty (30) days of receipt by County Auditor of an acceptable invoice, and upon satisfactory delivery and acceptance of products and services. Submission of invoices shall be made to the address below for orders placed by the Purchasing Agent.

Travis County Risk Management
Attn.: Chuck Watt, Safety Engineer
P.O. Box 1748
Austin, Texas 78767

- 9.2 For purposes of payment discounts, time will begin upon satisfactory delivery of goods and services and/or submission of an acceptable invoice, whichever is later. Partial payments will not be made unless specifically requested and approved by County prior to contract award.
- 9.3 As a minimum, invoices shall include: (i) name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address, (ii) County contract or Purchase Order number, (iii) identification of item(s) or service(s) as outlined in the contract, (iv) quantity or quantities, applicable unit prices, total prices, and total amount, and (v) any additional payment information which may be called for by this Agreement.

10.0 INTEREST ON OVERDUE PAYMENT:

Accrual and payment of interest on overdue payments shall be governed by Chapter 2251 of the Texas Government Code.

11.0 DISCOUNTS:

Prompt payment discounts will not be considered in determining low proposals and making awards. In connection with any discount offered, time will be computed from the date of receipt of services or from the date a correct invoice is received, whichever later. Payment is deemed to have been made on the date of mailing the check or warrant.

12.0 WORK PRODUCT; OWNERSHIP OF DOCUMENTS:

- 12.1 The term "Work Product" shall mean any reports, plans, specifications and other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered hereunder, including but not limited to any and all deliverables described in the Scope of Services.
- 12.2 Consultant shall furnish County with all Work Product as requested, whether or not it is complete upon expiration of this Agreement or conclusion of the IAQ assessment project, or upon suspension or termination of this Agreement, as provided herein. Consultant shall have the right to retain copies of the Work Product for its records.
- 12.3 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by Consultant in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, shall upon creation become the sole and exclusive property of County and upon completion of each IAQ assessment project shall be delivered to County in an organized fashion.

13.0 OFFICIALS NOT TO BENEFIT:

If a member of the Commissioners Court belongs to a cooperative association, County may purchase equipment, supplies or services from the association only if no member of the Commissioners Court will receive a pecuniary benefit from the purchase, other than as reflected in an increase in dividends distributed generally to members of the association.

14.0 COVENANT AGAINST CONTINGENT FEES:

Consultant represents and warrants that no person or selling agency has been retained to solicit this Agreement upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Consultant to secure business. For breach or violation of this warranty, County shall have the right to terminate this contract without liability, or in its discretion to, as applicable, add to or deduct from the contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

15.0 CHANGE OF NAME AGREEMENTS:

Consultant is responsible for the performance of this Agreement. If a change of name is required pursuant to action initiated by Consultant, the Purchasing Agent shall be notified immediately. No change in the obligation of Consultant will be recognized until such change is approved by Commissioners Court.

16.0 FORCE MAJEURE:

If the performance by the County of any of its obligations hereunder is interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a part hereto, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

17.0 TERMINATION FOR DEFAULT:

Failure by either County or Consultant in performing any provisions of this contract shall constitute a breach of contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why the contract should not be terminated for default. Commissioners Court may take whatever action as its interest may appear, resulting from such notice. All notices for corrective action, breach, default or show cause, shall be issued by the Purchasing Agent or County Attorney only and all replies shall be made in writing to the Purchasing Agent at the address provided herein. Notices issued by or to anyone other than the Purchasing Agent or County Attorney shall be null and void, and shall be considered as not having been issued or received. County reserves the right to enforce the performance of this Agreement in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the consultant. As a minimum, Consultant shall be required to pay any difference in the cost of securing the products or services covered by this contract, or compensate for any loss or damage to the

County derived hereunder should it become necessary to contract with another source because of his default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, County, its agents or representatives, shall not be liable for loss of any profits anticipated to be made hereunder.

18.0 **TERMINATION FOR CONVENIENCE:**

County reserves the right to terminate this Agreement upon thirty (30) calendar days written notice for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. . In the event of such termination the County shall pay Consultant those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with this Agreement prior to termination, provided, however, that no costs shall be paid which are recoverable in the normal course of doing business in which the Consultant is engaged. In addition, no costs which can be mitigated through the sale of supplies or inventories shall be paid. If County pays for the cost of supplies or materials obtained for use under this Agreement, said supplies or materials shall become the property of County and shall be delivered to the FOB point shown herein, or as designated by the Purchasing Agent. County shall not be liable for los of any profits anticipated to be made hereunder.

19.0 **CHANGES:**

19.1 Unless specifically provided otherwise in this Agreement, any change to the terms of this Agreement or any attachments to it shall be made by written change order signed by both parties. The Purchasing Agent may at any time, by written document, make changes within the general scope of this Agreement in any one of the following:

19.1.1 Description of services;

19.1.2 Place of delivery;

19.1.3 Any aspect of this Agreement to correct errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of this Agreement and does not result in expense to the Consultant.

19.2 It is acknowledged by Consultant that **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE SCOPE OF THIS AGREEMENT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.**

19.3 If any change under this Section causes an increase or decrease in the cost or time required for performance of any part of the work under this Agreement, the Commissioners Court shall make an equitable adjustment in the contract price, the delivery schedule, or both, and modify this Agreement. Consultant must submit any "proposal for adjustment" within thirty (30) calendar days after the date of receipt of the written order.

19.4 Consultant shall submit all requests for alterations, additions or deletions of the terms of this contract or any attachment to it to the Purchasing Agent. The Purchasing Agent shall present Consultant's requests to Commissioners Court for consideration.

20.0 COUNTY ACCESS:

Consultant shall give the County, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Consultant pertaining to this Agreement at reasonable periods. These rights to access shall continue as long as the records are retained by Consultant.

21.0 SUBCONTRACTS:

Consultant shall not enter into any subcontracts for any service or activity relating to the performance of this Agreement without the prior written approval or the prior written waiver of this right of approval from County. IT IS ACKNOWLEDGED BY CONSULTANT THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT.

22.0 MONITORING:

County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement, and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County shall provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performances under the terms of this contract, it shall included requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.

23.0 ASSIGNMENT OF CONTRACT OR MORTGAGE:

23.1 The parties to this Agreement shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF COUNTY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS AGREEMENT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY COMMISSIONERS COURT.

23.2 The terms, provisions, covenants, obligations and conditions of this Agreement are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Agreement if the assignment or transfer is made in compliance with the provisions of this Agreement.

23.3 Consultant remains responsible for the performance of this Agreement when there is a change of name or change of ownership. If a change of name is required, the Purchasing Agent shall be notified immediately. No change in the obligation of or to Consultant will be recognized until it is approved by Commissioners Court.

24.0 CIVIL RIGHTS/ADA COMPLIANCE:

Consultant shall provide all services and activities required by this contract in a manner that would comply 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] if Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

25.0 GRATUITIES:

Consultant shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of County with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Agreement.

County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by the County pursuant to this provision, County shall be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.

26.0 FORFEITURE OF CONTRACT:

26.1 Consultant must forfeit all benefits of this Agreement and County must retain all performance by Consultant and recover all consideration or the value of all consideration, paid to Consultant pursuant to this contract if:

26.1.1 Consultant was doing business at the time of submitting its proposal in response to the RFS or had done business during the 365-day period immediately prior to the date of which it submitted its proposal with one or more Key Contracting Persons; or

26.1.2 Consultant does business with a Key Contracting Person after the date on which Consultant submitted its proposal that resulted in this Agreement and prior to full performance of this Agreement.

27.0 NOTICES:

27.1 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 set forth in this section.

27.2 The address of County for all purposes under this Agreement shall be:

Cyd Grimes, C.P.M.
Purchasing Agent
P.O. Box 1748
Austin, Texas 78767-1748

27.3 The address of Consultant for all purposes under this contract and for all notices hereunder shall be the address shown in the Notice of Award.

27.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Section.

28.0 CONSTRUCTION OF CONTRACT:

28.1 Law and Venue. This Agreement is governed by the laws of the United States of America and Texas and all obligations under this Agreement are performable in Travis County, Texas. Venue for any dispute arising out of this Agreement will lie in the appropriate court of Travis County, Texas.

28.2 Severability. If any portion or portions of this Agreement are ruled invalid, illegal, or unenforceable in any respect, by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

28.3 Headings. Headings and titles 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 part, section or subsection and are not to be used in construing this Agreement.

28.1 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 period. If the last day of any period falls on a Saturday, Sunday, or a day that Travis County has declared a holiday for its employees, these days shall be omitted from the computation. All hours stated in this Agreement are stated in Central Standard Time from 2:00 o'clock a.m. on the first applicable day in October until 2:00 o'clock a.m. on the first applicable day in April and in Central Daylight Saving Time from 2:00 o'clock a.m. on the first applicable Sunday in April until 2:00 o'clock a.m. on the first applicable Sunday in October.

28.2 Gender and Number: 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 clearly requires otherwise.

29.0 ENTIRE CONTRACT:

All oral and written agreements between Consultant and County relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

30.0 CONSULTANT LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION:

30.1 CONSULTANT SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEYS' FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONSULTANT UNDER THIS AGREEMENT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS AGREEMENT, BOTH CONSULTANT AND COUNTY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S ACTIONS.

30.2 If any claim, or other action, that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Consultant; Consultant shall give written notice to County in compliance with section 27 of this Agreement of the following information:

30.2.1 the existence of the claim, or other action, within ten (10) working days after being notified of it;

30.2.2 the name and address of the person, firm, corporation or other entity that made a claim, or that instituted any type of action or proceeding;

30.2.3 the alleged basis of the claim, action or proceeding;

30.2.4 the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and

30.2.5 the name or names of any person against whom this claim is being made.

30.3 Except as otherwise directed, Consultant shall furnish to County copies of all pertinent papers received by Consultant with respect to making these claims or actions and all court pleading related to the defense of these claims or actions.

31.0 CONSULTANT'S RESPONSIBILITY AND LIABILITY:

31.1 Consultant covenants to undertake no task in which a professional license, registration or certificate is required unless Consultant or someone under Consultant's direction is appropriately licensed. In the event such licensed or registered individual's license or registration expires, is revoked, or is canceled, Consultant shall inform County of such event within five (5) working days.

31.2 Consultant shall be responsible for conformance with applicable federal and state laws, County permitting requirements, if applicable, and city ordinances currently in effect.

31.3 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at

least that standard of care which a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a good and professional manner and nothing in this Agreement shall be construed to relieve Consultant of this duty.

31.4 Any employee of Consultant, who in the opinion of County is incompetent or whose conduct becomes detrimental to the work or coordination with County, shall upon County's request be immediately removed from association with the project in which Consultant is then engaged.

32.0 HUB PROCUREMENT PROGRAM:

It is the policy of County that HUB's will have the maximum opportunity to participate in the performance of County contracts and subcontracts. The Travis County HUB Program participation goals in the Professional Services category are **an overall 15.8% of the contract sum for Minority-Owned Business Enterprises (MBE) and an Overall 15.8% of the contract sum for Woman-Owned Business Enterprises (WBE) (sub-goals are: 1.9% African-American, 9.0% Hispanic-American, and 4.9% Native/Asian-American of the contract sum.** The program strongly encourages Consultant to initiate a "Good Faith Effort" to provide subconsulting opportunities to Certified HUBs. The "Historically Underutilized Business (HUB) Declaration" forms (Attachment 2), along with the "Determination of Good Faith Effort" form (Attachment 3), was completed and returned with Consultant's Qualifications Statement. To be considered as a Certified HUB, Consultant's subcontractors must have officially been certified as a HUB, M/WBE or Disadvantaged Business Enterprise (DBE) by either the State of Texas, the City of Austin, or the Texas Unified Certification Program and must hold a current certification at the time the contract or subcontract is signed.

Consultant shall be responsible for the use of the Vendor Tracking System ("VTS" or the "System"), and shall require all subconsultants to be responsible for system reporting. The VTS electronically tracks payments to all first-tier subconsultants.

33.0 ORDER OF PRECEDENCE:

In the event of inconsistency between provisions of this Agreement, the inconsistency shall be resolved by giving precedence in the following ascending order:

- The Scope of Services (including all specifications provided with each Project Work Order);
- Terms and Conditions of RFS #S110055-DG;
- General Provisions;
- Other provisions, whether incorporated by reference or otherwise; and
- Consultant's Proposal

34.0 ADDITIONAL GENERAL PROVISIONS:

34.1 County may assign any of its obligations under this Agreement.

34.2 Consultant must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Agreement.

- 34.3 Consultant must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.
- 34.4 Consultant must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Consultant.
- 34.5 Despite anything to the contrary in this Agreement, if the Consultant is delinquent in payment of property taxes at the time of providing services, Consultant hereby assigns an amount of the contract price equal to the amount Consultant is delinquent in property tax payments to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

35.0 MEDIATION:

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed-upon mediator or a person appointed by a court of competent jurisdiction for mediation as described in 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.

36.0 TIN REQUIRED:

Consultant 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 rule and regulations, before any contract funds are payable.

37.0 NON-WAIVER OF DEFAULT:

- 37.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Consultant which then exists or may subsequently exist. **NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS AGREEMENT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE COMMISSIONERS COURT.**
- 37.2 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.

38.0 CERTIFICATION OF ELIGIBILITY:

This provision applies if the anticipated contract exceeds \$100,000. By submitting a bid or proposal in response to this solicitation, the bidder/ proposer certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred

contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/ proposer will notify the Travis County Purchasing Agent. Failure to do so may result in terminating this contract for default.

39.0 FUNDING:

Funds for payment on this Agreement have been provided through the County budget approved by Commissioners Court for this fiscal year only. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget with in the foreseeable future. County Commissioners expect this to be an integral part of the future budgets to be approved during the period of this Agreement except for unanticipated needs or events which may prevent such payments against this Agreement. However, County cannot guarantee the availability of funds, and enters into this Agreement only to the extent such funds are made available. The fiscal Year for County extends form October 1st of each year to September 30th of the next calendar year.

40.0 FUNDING OUT:

Despite anything to the contrary in this Agreement, if, during budget planning and adoption, Commissioners Court fails to provide funding for this Agreement for the following fiscal year of County, County may terminate this Agreement after giving Agreementor thirty (30) calendar days written notice that this Agreement is terminated due to the failure to fund it.

41.0 INSURANCE:

Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in **Exhibit D**.

42.0 CONFLICT OF INTEREST QUESTIONNAIRE:

If required under Chapter 176 Texas Local Government Code, Consultant shall file a completed Conflict of Interest Questionnaire in accordance with the requirements of that Chapter. Within the applicable, authorized time period prescribed in Chapter 176, Consultant shall file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. Consultant shall file an updated, completed questionnaire with the Travis County Clerk not later than the seventh (7th) business day after the date of an event that would make a statement in the questionnaire incomplete or inaccurate. Consultant should note that the law requires that the County provide access to a filed Questionnaire on the official Travis County Internet website. However, the law does not require that the County release information which is excepted from disclosure under the Texas Public Information Act. As between County and Consultant, Consultant shall be solely responsible for the preparation of its Conflict of Interest Questionnaire, the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

43.0 TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement shall be subject to the provisions of the Texas Public Information Act and all legal authorities relating thereto, including but not limited to opinions, decisions and letter rulings issued by the State Attorney General's Office.

44.0 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBT

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 Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

44.1 the County Treasurer notifies Consultant in writing that the debt is outstanding; and

44.2 the debt is paid.

44.3 "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with County.

County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 39.1 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the later date set forth below (the "Effective Date").

THE CONSULTANT: **ERC ENVIRONMENTAL CONSULTANTS, INC**

By: 

Printed Name: KAMBIZ MOAYEDI

Title: VICE PRESIDENT
By Authorized Representative

Date: MARCH 31, 2011

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Tenley A. Aldredge
Assistant County Attorney

ATTACHMENT A
SCOPE OF SERVICES

1. Background

Travis County owns and operates numerous facilities located throughout the County of varying size, age and operational capabilities. Travis County desires to enter into a contract with a professional Indoor Air Quality (“IAQ”) Consultant to perform various functions relating to IAQ assessments within County-owned, County-leased or County-managed/operated buildings; buildings that may be potentially owned or leased by Travis County in the future; and buildings occupied by County employees, all as directed by the Travis County Risk Management Division (“TCRM”).

2. Scope of Work

2.1. Perform IAQ assessments of specific County facilities or potential facilities to:

1. Determine the indoor air quality of the facility,
2. Identify the severity of contamination,
3. Identify the source(s) and cause(s) of contamination,
4. Determine the potential effects on occupants,
5. Develop remediation plans and corrective measures to prevent reoccurrence of identified contamination,
6. Inspect remediation, restoration and repair work for exposure and quality control,
7. Perform clearance inspections/testing, and
8. Submit written reports as required.

2.2. Assessments may include the following types of testing as suggested by the specific circumstances and in coordination with TCRM:

1. Wall moisture tests
2. CO, CO², O², Temperature, Relative Humidity and Differential Pressures
3. Bacteria
4. Fungi
5. Mycotoxins
6. Lead
7. Asbestos
8. Radon
9. Combustible gas
10. Formaldehyde
11. Ozone Gas
12. Other hazardous particulates, gasses, fumes or mists that may be a potential hazard to facility occupants

2.3. Assessments may include the following types of operational facilities:

1. Office spaces
2. Detention, adult or juvenile
3. Kitchen
4. Judicial (Courtrooms)
5. Fleet services
6. Maintenance areas
7. Print shop
8. Crime lab
9. Medical Examiner (morgue)

10. Park facilities
11. Sign shops
12. Heliport/Aircraft hangar
13. Crew quarters
14. Training areas
15. Records Storage
16. Exhibition, arena and animal barns
17. TV and Media
18. Computer mainframe centers
19. Radio dispatch
20. Health clinics
21. Community centers
22. Solid waste disposal
23. Warehouses

3. Summary of Services

3.1 Preliminary Assessment Phase:

1. This phase is optional and will be initiated by means of a TCRM recommendation.
2. Review current documentation, including reports, memoranda and sampling results supplied by TCRM or other Travis County Staff (“Staff”).
3. Specify information needed from Staff, to be delivered at or before the Pre-Assessment Meeting.
4. Preliminary Assessment Meeting - Meet with Staff to become familiar with concerns regarding IAQ work and to generally exchange information, including operational systems, security, development of schedules and communication protocols. Discussions will include criteria for preliminary recommendations.

5. Perform initial site inspection to become familiar with building layout, operations and locations of known contamination.
6. Preliminary Assessment Report – based on relevant work, meetings to date and initial site inspection
 - A. Make assessment regarding level of risk to building occupants with known current exposures.
 - B. If conclusions warrant additional protective measures, make written recommendation with specific actions to take to reduce the level of risk to an acceptable level. Recommendations shall be developed so that the minimum impact to operations is experienced based on the acceptable level of risk. Specific temporary corrective actions should be included if appropriate.

3.2 Assessment Phase:

1. Develop a Testing, Sampling and Inspection (“TSI”) Plan (“TSI Plan”) – In coordination with TCRM, develop a written plan for testing, sampling and inspections designed to:
 - A. Quantify and qualify the IAQ of the building.
 - B. Quantify and qualify the level of contamination.
 - C. Identify the source(s) of contamination.
 - D. Identify the cause(s) of the contamination.
2. Execute the TSI Plan. If necessary and in coordination with TCRM, revise TSI Plan during this phase to fit conditions observed.
3. Perform analysis of TSI data.
4. Assessment Report - based on work, meetings, and inspections to date.
 - A. Develop conclusions based on all work performed to date. Conclusions shall:
 1. Quantify and qualify the IAQ of the building.
 2. Quantify and qualify the level of airborne mold contamination.

3. Qualify the risks of contamination exposure to building occupants.
 4. Identify the source(s) of airborne mold contamination.
 5. Identify the source(s) of any other identified building contamination.
 6. Identify the cause(s) of contamination.
- B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.3 Remediation Phase:

1. Develop a remediation plan to correct IAQ problems identified in the assessment. Plan shall include TSI to be performed by Consultant during any phased remediation work.
2. Prepare a remediation statement of work for bidding purposes.
3. Provide a list of potential bidders qualified to perform this scope of work, if requested by TCRM.
4. Assist in performance of technical analysis of proposed costs submitted by County's remediation contractor.
5. Perform periodic TSI of remediation work.
 - A. Includes TSI at the startup of any phased remediation work to help ensure the protection of the building occupants and property.
 - B. Includes TSI during any phased remediation work to ensure the protection of the building occupants and property.
6. Perform clearance testing of any phased remediation work and final clearance testing at the end of the remediation. Written clearance reports will be required after any phased work and after the final clearance.
 - A. Develop conclusions based clearance testing. Conclusions shall:
 1. Quantify and qualify the IAQ of the building affected by the remediation.

2. Quantify and qualify the level of airborne mold contamination of the building affected by the remediation..
3. Qualify the risks of contamination exposure to building occupants.

B. Develop recommendations to address Consultant's conclusions. Recommendations shall be developed in coordination with TCRM.

3.4 Restoration Phase, Repair Phase or Follow-up Assessments:

1. These phases are optional and will be initiated by means of a TCRM recommendation.
2. Inspect restoration and repair work for exposure and quality control and provide TSI as needed in coordination with TCRM.
3. Prepare written report with assessment and appropriate recommendation after the six- and twelve-month post restoration inspection and testing.

3.5 Reports - Results, findings and conclusions will be reported as required by TCRM.

1. Verbal reports will be used for information purposes only and will be followed up with a Letter Report or a Full Report.
2. Letter Report - One (1) original letter providing information in summary format with attachments as needed.
3. Full Report - Three (3) bound original reports that include the following information:
 - A. Executive Summary
 - B. Introduction
 - (1) Building and area description
 - (2) Reiteration of scope of work
 - (3) Summary of work activity
 - C. Conclusions - Enumerate conclusions based on Consultant's findings.

- D. Discussion
 - (1) Sampling Methodology
 - (2) Visual observations
 - (3) Evaluation of laboratory data
- E. Recommendations - Enumerate recommendations.
- F. Personnel Qualifications - Identify qualifications of the personnel performing the technical work.
- G. Sample Log - each sample should be correlated to its laboratory results.
- H. Schematic Floor Plan with sample locations correlated to Sample Log and any related photographs.
- I. Photographs of sample locations and any visual observations.
- J. Laboratory Qualifications - identify qualification of the laboratory for analysis for microorganisms commonly detected in air, fluid, and bulk samples collected from office work environments.
- K. Laboratory Data -
 - (1) Copies of laboratory results
 - (2) Copies of Chain of Custody forms

4. Access to Property

4.1 Access will be coordinated with designated Staff. In some facilities (detention, judicial, etc.) all personnel will be required to submit to pre-entry security checks. All personnel shall submit the following information for a required criminal background check three (3) days before access to facility is needed.

- 1. Date of Birth
- 2. Driver's License Number
- 3. Social Security Number

4. Gender
5. Company Name.

4.2 Entry will be denied for any person who:

1. Is on parole;
2. Is on probation;
3. Has outstanding warrants; or
4. Has immediate family members housed in the detention facility.

4.3 Other security requirements will be identified depending on facility needs.

5. Meetings

Consultant shall attend meetings with Staff as required for the performance of the work. Meetings with Staff will be required to develop, explain and refine aspects of the work. Meetings with County sponsored advisory groups and local officials may also be required for the purpose of presenting the project to the public.

6. Technical Questions Regarding These Specifications

Technical questions regarding these specifications should be directed to Chuck Watt, CSP, Occupational Health and Safety Engineer, Travis County Human Resources Department at 512/854-9585 or by fax at 512/854-9757.

ATTACHMENT B
DELIVERY OF PROFESSIONAL SERVICES AND FEE SCHEDULE

SECTION 1 – DELIVERY OF PROFESSIONAL SERVICES

- 1.1 The frequency, type and quantity of required services are unknown at the time of execution of this Agreement, and shall be requested by County and delivered by Consultant as follows:
- 1.2 When County has need for professional IAQ assessment services to be performed in connection with any County Building, County shall issue a notice to Consultant specifying the work to be performed. Consultant shall develop a cost estimate according to the Fee Schedule (set forth below) and Hourly Rates (Attachment C), and shall submit the same to the County (“Consultant’s Cost Estimate”); provided, however, the County’s solicitation of Consultant’s Cost Estimate shall not create a binding obligation on the part of the County to have work performed by Consultant.
- 1.3 Where the County and Consultant agree that Consultant shall perform the work, and Consultant's Cost Estimate exceeds \$50,000, the parties shall execute a Project Work Order against the Agreement (the “Project Work Order ”) pursuant to which Consultant shall perform the work. The Project Work Order shall be presented to the Commissioners Court for approval. Upon approval by the Commissioners Court, the Project Work Order will be forwarded to the Consultant, together with a purchase order issued by the Travis County Purchasing Agent.
- 1.4 Where Consultant’s Cost Estimate is less than \$50,000.00, and the County and Consultant agree that Consultant shall perform the work, the parties shall execute a Project Work Order pursuant to which Consultant shall perform the work. The Project Work Order will be forwarded to Consultant together with a purchase order issued by the Travis County Purchasing Agent.
- 1.5 Consultant acknowledges and agrees that it is not authorized to perform the work without a valid Project Work Order setting forth the scope of the work. County shall pay Consultant the sum specified in the Project Work Order, which shall be a not-to-exceed amount based upon the Fee Schedule set forth below.
- 1.6 Concurrently with the parties’ execution of the Project Work Order, Consultant shall furnish to the County (i) a payment bond in the full amount of the Project Work Order if such amount is in excess of \$25,000.00 and (ii) a performance bond in the full amount of the Project Work Order if such amount is in excess of \$100,000. Such bonds shall be executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas. Consultant shall also furnish to the County the certificate of insurance naming County as an additional insured and showing coverages in accordance with Exhibit D.

SECTION 2 – REIMBURSABLE EXPENSES

2.1 Reimbursable Expenses – The term “Reimbursable Expenses” shall mean miscellaneous expenses, in addition to the expenses incurred for services rendered as set forth in the Fee Schedule, and shall include actual expenditures made by the Consultant in the course of performing work under this Agreement for the expenses listed below. Reimbursable Expenses shall be reimbursed at invoice cost plus a ten (10%) fee:

2.1.1 Reproduction Cost

2.1.2 Shipping (samples, reports, sampling supplies)

2.1.3 Vehicle Mileage outside Travis County (mileage inside Travis County is excluded from reimbursement)

2.1.4 Travel Expenses for travel outside Travis County required due to Emergency Services Request, in accordance with the Emergency Service Requirements (reference Attachment C, Hourly Rates)

2.1.5 The associated cost for Reimbursable Expenses are as follows:

Reimbursable Costs

Item	Unit Cost	10% Markup
Postage	No charge	Cost + 10%
Travel (Emergencies Only)	Up to \$250.00	Cost + 10%
B&W	0.08 Cents	Cost
Color	0.10 Cents	Cost
11 x 17	0.15 Cents	Cost + 10%
Binding	No charge	Cost + 10%

SECTION 3 – ADDITIONAL SERVICES

3.1 For the performance of any services not specifically described in the Scope of Work, or listed in the Fee Schedule, the County shall pay the Consultant under a separate written agreement (Contract Change Order); provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Travis County Purchasing Agent upon the recommendation of the Risk Manager or Safety Engineer.

3.2 The basis of compensation to the Consultant for the Additional Services shall be the Hourly Rates set forth in Attachment C.

3.3 The Consultant shall be compensated for the Additional Services; provided, however, that the Consultant shall not be compensated for work made necessary by the Consultant's errors or omissions.

SECTION 2 – FEE SCHEDULE

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category A – Laboratory Analyses		
1.	Airborne total fungal spore counts and identification, 3 day results	\$40.00
2.	Airborne total fungal spore counts and identification, same day results	\$55.00
3.	Airborne total fungal spore counts and identification, weekend results	\$75.00
4.	Airborne Legionella (viable)	\$130.00
5.	Airborne fecal coliforms	\$92.00
6.	WallCheck™ total fungal spore counts and identification, 3 day results	\$40.00
7.	WallCheck™ total fungal spore counts and identification, same day results	\$55.00
8.	WallCheck™ total fungal spore counts and identification, weekend results	\$75.00
9.	Bulk total fungal spore counts and identification, 3 day results	\$40.00
10.	Bulk total fungal spore counts and identification, same day results	\$55.00
11.	Bulk total fungal spore counts and identification, weekend results	\$75.00
12.	Bulk sewage screen, 3 day results	\$100.00
13.	Surface swab total microscopic screen and fungi identification, 3 day results	\$40.00
14.	Surface swab total microscopic screen and fungi identification, same day results	\$55.00
15.	Surface swab total microscopic screen and fungi identification, weekend results	\$75.00
16.	Surface tape lift total microscopic screen and fungi identification, 3 day results	\$40.00
17.	Surface tape lift total microscopic screen and fungi identification, same day results	\$55.00
18.	Surface tape lift total microscopic screen and fungi identification, weekend results	\$75.00
19.	Surface swab sewage screen, 3 day results	\$100.00
20.	Surface swab Legionella, 10 day results	\$130.00
21.	CarpetCheck™ total fungal spore count and identification, 3 day results	\$40.00
22.	CarpetCheck™ total fungal spore count and identification, same day results	\$55.00
23.	CarpetCheck™ total fungal spore count and identification, weekend results	\$75.00
24.	Bulk water sample Legionella (viable),	\$130.00
25.	Surface lead	\$15.00
	25-A Surface Lead by paint chip collection, normal report results	\$15.00
	25-B Surface lead by XRF (X-ray fluorescence)	\$2.00
26.	Airborne asbestos	\$2.00
27.	Radon gas	\$25.00
28.	Combustible gas	\$5.00
29.	Formaldehyde gas	\$95.00
30.	Ozone gas	\$45.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category B. - Onsite Surveys		
31.	Wall moisture tests	\$10.00
32.	CO, CO ² , O ² , Temperature, Relative Humidity and Differential Pressures	No Chg/W IAQ
33.	Individual personal survey (written) with analysis	\$0.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category C. - Media		
34.	Spore Trap cassette	\$10.00
35.	Culture plate	\$5.00
36.	CarpetCheck™ cassette	\$5.00
37.	Sampling swab	\$2.00
38.	Tape lift	\$2.00
39.	Glass slides	\$.50
40.	Sterile sampling bottles	\$.50
41.	Bulk sample collection containers	\$.10
42.	Transport coolers	No Charges
43.	Transport ice packs	No Charges
44.	Gas detection tube – Ozone	\$10.00
45.	Gas detection tube – Formaldehyde	\$10.00
46.	Smoke tube	\$2.00

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category D. – Equipment (unit cost per day)		
47.	Impaction Sampler	No Charges
48.	High volume sampling pump, calibrated	No Charges
49.	Low volume sampling pump, calibrated	No Charges
50.	Gas detector tube pump (typically Drager, MSA, Gastec or Sensidyne)	No Charges
51.	Particle counter meter	No Charges
52.	Combustible gas meter	No Charges
53.	Indoor air quality meter, temperature, relative humidity CO, CO ²	No Charges
54.	Moisture meter	No Charges
55.	HEPA vacuum	No Charges
56.	Anemometer	No Charges
57.	Differential pressure gauge	No Charges
58.	Flexible borescope	No Charges
59.	Ladder – any size	No Charges
60.	Still camera, film or digital	No Charges
61.	Video camera, tape or digital	No Charges
62.	Camera, Thermal Imaging	\$60.00
63.	XRF (X-ray fluorescence) Analyzer for lead paint	No Charges

ITEM NO.	TEST OR FUNCTION	UNIT COST
Category E. – Personal Protective Equipment		
64.	Disposable respirator, N100 or P100	\$10.00
65.	Reusable respirator	\$40.00
66.	Respirator replacement cartridges, P100	\$10.00
67.	Respirator replacement cartridges, Organic Vapor/P100	\$10.00
68.	Tyvek Suits, any size	No Charges
69.	Latex or Nitrile disposable gloves	No Charges

ATTACHMENT C
HOURLY RATES

ITEM NO.	TYPICAL CLASSIFICATION	HOURLY RATE
1	Project Manager - Certified Industrial Hygenist	\$100.00
2	Project Manager - Licensed Mold Assessment Consultant	\$85.00
3	Technician - Licensed Mold Assessment Technician	\$65.00
4	CAD Drafter	\$45.00
5	Clerical	\$25.00

ATTACHMENT D
INSURANCE REQUIREMENTS

During the term of this Agreement, CONSULTANT agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. CONSULTANT shall not allow any subcontractor(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of CONSULTANT hereunder.

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. CONSULTANT shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

ATTACHMENT E

ETHICS AFFIDAVIT

Date: April 4th, 2011

Name of Affiant: Kambiz Moayed

Title of Affiant: Vice President

Business Name of CONSULTANT: ERC Environmental Consultants Inc.

County of CONSULTANT: Harris County

Affiant on oath swears that the following statements are true:

1. Affiant is authorized by CONSULTANT to make this affidavit for CONSULTANT.
2. Affiant is fully aware of the facts stated in this affidavit.
3. Affiant can read the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this Agreement, which is attached to this affidavit as Attachment 1.
5. Affiant has personally read Attachment 1 to this Affidavit.
6. Affiant has no knowledge of any Key Contracting Person on Attachment 1 with whom CONSULTANT is doing business or has done business during the 365 day period immediately before the date of this affidavit.

Signature

K. Moayed
of Affiant

10801 Hammerly Blvd. Suite 100 Houston, TX 77043
Address

SUBSCRIBED AND SWORN TO before me by Kambiz Moayed on April 4th 20 11.

Stormie Dickenson

Notary Public, State of Texas

Stormie Dickenson

Typed or printed name of notary

My commission expires: August 2, 2012



EXHIBIT 1
LIST OF KEY CONTRACTING PERSONS
January 18, 2011

<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	Deone Wilhite*	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Sarah Eckhardt	
Commissioner, Precinct 2 (Spouse).....	Kurt Sauer	Daffer McDaniel, LLP
Executive Assistant	Loretta Farb	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3.....	Karen Huber	
Commissioner, Precinct 3 (Spouse)	Leonard Huber	Retired
Executive Assistant	Garry Brown	
Executive Assistant	Lori Duarte	
Executive Assistant	Michael Nalick	
Commissioner, Precinct 4.....	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
Executive Manager, Administrative.....	Vacant	
Executive Manager, Budget & Planning	Rodney Rhoades	
Exec Manager, Emergency Services	Danny Hobby	
Exec. Manager, Health/Human Services	Sherri E. Fleming	
Executive Manager, TNR	Steven M. Manilla, P.E.*	
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	
Director, Health Services Division.....	Beth Devery	
Attorney, Health Services Division.....	Prema Gregerson*	
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, CPPO, CPPB
 Purchasing Agent Assistant IV..... Scott Wilson, CPPB
 Purchasing Agent Assistant IV..... Jorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IV..... George R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IV..... John E. Pena, CTPM*
 Purchasing Agent Assistant 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, CPPB
 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*
 Safety Engineer..... Chuck Watt

FORMER EMPLOYEES

Position Held.....	Name of Individual Holding Office/Position	Date of Expiration
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
Executive Assistant.....	Chris Fanuel	04/30/11
Purchasing Agent Assistant II.....	Donald E. Rollack	05/31/11
Special Assistant to Comm. Court.....	Christian Smith	05/31/11
Executive Manager, TNR.....	Joseph Gieselman	01/31/12

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

ATTACHMENT F
CONSULTANT'S PROPOSAL

(Consultant's proposal, and any amendments thereto that are agreed upon during the negotiation process, may be inserted at contract award)



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
 Prepared By: Nancy Barchus, Purchasing, 854-9764
 Elected/Appointed Official/Dept. Head: Cyd Grimes, Purchasing Agent
 Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Approve Assignment of Contract from GG's Construction to GG's Construction, LLC, for the following Contracts:

- A. Modification No. 3 to Contract No. 09K00147JT, Painting Services
- B. Modification No. 2 to Contract No. 09T00334NB, Electrical Services
- C. Modification No. 1 to Contract No. 10T00205NB, Residential Plumbing Services

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

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

These contracts provide painting, electrical and residential plumbing services for Travis County properties on an as needed basis. GG's Construction, LLC, will assume all rights and responsibilities in regards to contracts No. 09K00147JT, No. 09T00334NB., and No. 10T00205NB.

Contract 09K00147JT, Painting Services:

Modification No. 3 will approve assignment of contract from GG's Construction to GG's Construction, LLC.

Modification No. 2, approved by the Purchasing Agent on September 29, 2010, extended the contract from December 15, 2010 through December 14, 2011.

Modification No. 1, approved by Commissioners Court on December 8, 2009, extended the contract from December 15, 2009 through December 14, 2010.

Contract 09T00334NB, Electrical Services:

Modification No. 2 will approve assignment of contract from GG's Construction to GG's Construction, LLC.

Contract Modification No. 1, approved by the Purchasing Agent on September 1, 2010, extended the contract from October 7, 2010 through October 6, 2011.

Contract 10T00205NB, Residential Plumbing:

Modification No. 1 will approve assignment of contract from GG's

Construction to GG's Construction, LLC. GG's Construction, LLC, will assume all rights and responsibilities in regards to contract

• **Contract Expenditures: N/A**

• **Contract Modification Information:**

Modification Amount: Estimated Requirements

Modification Type: Assignment of Contract

Modification Period:

• **Funding Information:**

Purchase Requisition in H.T.E.:

Funding Account(s): 001-4945-631-5004, 001-1415-525-5004,
001-5857-611-6277, 001-5857-611-6278,
001-5858-611-6277, 001-5858-611-6278,
131-5857-611-6277, 131-5857-611-6278,
149-5857-611-6277, 149-5857-611-6278,
141-5854-611-6277, 141-5854-611-6278.

Comments:

• **Statutory Verification of Funding:**

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

REQUIRED AUTHORIZATIONS:

Purchasing	Bonnie Floyd	Completed	04/28/2011 8:09 AM
Purchasing	Cyd Grimes	Pending	
Purchasing Admin Support Group		Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Darla Vasterling, Transportation and Natural Resources, 854-9383
Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive
Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Consider and take appropriate action on the request to execute a License Agreement with River Place Municipal Utility District for Landscape Improvements in the right of way of River Place Boulevard, in Precinct Three.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

<Enter Background/Summary of Request>

STAFF RECOMMENDATIONS: The applicant requests to enter into this agreement, which covers improvements in the right-of-way of River Place Boulevard, from Merrywing Circle to approximately 230' south of Treasure Island Drive as shown on plans prepared by Garcia Design, Inc., named River Place Blvd. Landscape Enhancements and dated March 3, 2011. River Place Boulevard is accepted for maintenance by Travis County. The covered improvements do not create unacceptable traffic safety hazards in the public right-of-way. The plans have been review by Don Grigsby who is waiting for this approval to sign and issue Basic Development Permit #11-0224. TNR staff recommends approval of the proposed motion.

ISSUES AND OPPORTUNITIES: The River Place Municipal Utility District wants to place these landscape improvements in the right-of-way of River Place Boulevard to beautify the area. In regards to the proposed License Agreement, "...the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance or use of the Licensed Property." The River Place Municipal District has provided insurance that adds Travis County as an additional insured for the improvements as described in the attached Agreement. We do not foresee any opposition to this action.

Required Authorizations: The proposed License Agreement utilizes the standard form from Chapter 82 of the Standards for Construction of Streets and Drainage in Subdivisions except that all default notification times have been changed from 30 days to 60 days.

Exhibits:

License Agreement

Exhibit

Insurance certificate

Location map

AB:SM:dv

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin	Completed	04/14/2011 1:30 PM
County Attorney's Office	Christopher Gilmore	Completed	04/15/2011 2:03 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/15/2011 2:05 PM
Transportation and Natural Resources	Cynthia McDonald	Pending	
Transportation and Natural Resources	Steven Manilla	Completed	04/15/2011 1:50 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/15/2011 2:26 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

2. The agreement by the DISTRICT to provide the below-specified insurance and indemnification in favor of the COUNTY.

III. County's Rights to Licensed Property

A. This Agreement is expressly subject and subordinate to the present and future right of the COUNTY, its successors, assigns, lessees, grantees, and licensees, to construct, install, establish, maintain, use, operate, and renew any public utility facilities, franchised public facilities, roadways or streets on, beneath, or above the surface of the Licensed Property. The COUNTY shall take reasonable measures to prevent damage to any Improvements on the Licensed Property, however, any damage to or destruction of the DISTRICT's property by the COUNTY in the exercise of the above-described rights shall be at no charge, cost, claim, or liability to the COUNTY, its agents, contractors, officers, or employees. Nothing in this Agreement shall be construed to limit, in any way, the power of the COUNTY to widen, alter, or improve the Licensed Property, pursuant to official action by the governing body of the COUNTY or its successors; provided, however, that the COUNTY shall provide the DISTRICT with at least thirty (30) days prior written notice of any such contemplated action.

B. NOTWITHSTANDING ANY PROVISIONS IN THIS AGREEMENT TO THE CONTRARY, THE COUNTY RETAINS THE RIGHT TO ENTER UPON THE LICENSED PROPERTY, AT ANY TIME, AND WITHOUT NOTICE, ASSUMING NO OBLIGATION TO THE DISTRICT, TO REMOVE ANY OF THE IMPROVEMENTS OR ALTERATIONS THEREOF, WHENEVER SUCH REMOVAL IS DEEMED NECESSARY FOR: (A) EXERCISING THE COUNTY'S RIGHTS OR DUTIES WITH RESPECT TO THE LICENSED PROPERTY; (B) PROTECTING PERSONS OR PROPERTY; OR (C) THE PUBLIC HEALTH OR SAFETY WITH RESPECT TO THE LICENSED PROPERTY.

IV. Insurance

A. The DISTRICT shall, at its sole expense, provide extended public liability insurance coverage, written by a company acceptable to the County licensed to do business in Texas, in the amounts of FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per occurrence and ONE MILLION DOLLARS (\$1,000,000.00) in the aggregate for property damage and personal injury and death, which coverage may be provided in the form of a rider and/or endorsement to a previously existing insurance policy. Such insurance coverage shall specifically name the COUNTY OF TRAVIS as co-insured or as an additional insured. This insurance coverage shall cover all perils arising out or connected in any way to the activities of the DISTRICT, its officers, employees, agents or contractors, relative to this Agreement. The DISTRICT shall be responsible for any deductibles stated in the policy. A true copy of each instrument affecting such additional coverage shall be delivered to the COUNTY'S Executive Manager of Transportation & Natural Resources Department within twenty one (21) days of the effective date of this Agreement.

B. The DISTRICT shall not cause any insurance to be canceled nor permit any insurance to lapse. All insurance certificates shall include a clause to the effect that the policy shall not be canceled, reduced, restricted or otherwise limited until thirty (30) days after the COUNTY has received written notice as evidenced by a return receipt of registered or certified mail.

V. Indemnification

To the extent permitted by Texas law, the DISTRICT agrees to and shall indemnify, defend and hold harmless the COUNTY and its officers, agents and employees against all claims, suits, demands, judgments, expenses, including attorney's fees, or other liability for personal injury, death, or damage to any person or property, which arises from or is in any manner connected to or caused in whole or in part by the DISTRICT's construction, maintenance or use of the Licensed Property. This indemnification provision, however, shall not apply to any claims, suits, damages, costs, losses or expenses (i) for which the COUNTY shall have been compensated by insurance provided under Paragraph IV., above, or (ii) arising solely from the negligent or willful acts of the COUNTY, provided that for the purposes of the foregoing, the COUNTY'S act of entering into this Agreement shall not be deemed to be a "negligent or willful act".

VI. Conditions

A. Compliance with Regulations. The DISTRICT agrees that all construction, maintenance and repair permitted by this Agreement shall be done in compliance with all applicable City, County, State and/or Federal policies, traffic, building, health and safety ordinances, laws and regulations.

B. DISTRICT's Responsibilities. The DISTRICT will be responsible for any damage to or relocation of existing facilities required by the construction of the improvements. Further, the DISTRICT shall reimburse the COUNTY for all reasonable costs incurred by the COUNTY in replacing or repairing any property of the COUNTY or of others which was damaged or destroyed as a result of activities under this Agreement by or on behalf of the DISTRICT.

C. Maintenance. The DISTRICT shall maintain the Licensed Property by keeping the area free of debris and litter and maintaining the improvements.

D. Removal or Modification. The DISTRICT agrees that removal or modification of any improvements now existing or to be later replaced shall be at the DISTRICT's sole discretion, except where otherwise provided by this Agreement. This Agreement, until its expiration or revocation, shall run as a covenant on the land on the above-described real property, and the terms and conditions of this Agreement shall be binding on any successors and assigns in interest to the DISTRICT or the COUNTY. A written memorandum of this agreement shall be filed in the Official Public Records of Travis County, Texas.

E. Default. In the event that the DISTRICT fails to maintain the Licensed Property, then the COUNTY shall give the DISTRICT written notice thereof by registered or certified mail, return receipt requested, to the addresses set forth below. The DISTRICT shall have sixty (60) days from the date of receipt of such notice to take action to remedy the failure complained of and, if the DISTRICT does not satisfactorily remedy the same within the sixty (60) day period, the COUNTY may, at the COUNTY'S option, perform the work or contract for the completion of the work. In addition, the DISTRICT agrees to pay, within sixty (60) days of written demand by the COUNTY, all reasonable costs and expenses incurred by the COUNTY in completing the work.

VII. Commencement; Termination by Abandonment

This Agreement shall begin on the date of full execution and continue thereafter for so long as the Licensed Property shall be used for the purposes set forth herein, unless terminated under other provisions of this Agreement. If the DISTRICT abandons the use of all or any part of the Licensed Property for such purposes set forth in this Agreement, then this Agreement, as to such portion or portions abandoned, shall expire and terminate following sixty (60) days written notice by the COUNTY to the DISTRICT, if such abandonment has not been remedied by the DISTRICT within such period. The COUNTY shall thereafter have the same title to the Licensed Property so abandoned as though this Agreement had never been made and shall have the right to enter on the Licensed Property and terminate the rights of the DISTRICT, its successors and assigns hereunder. All installations of the DISTRICT not removed shall be deemed property of the COUNTY as of the time abandoned.

VIII. Termination

A. Termination by the DISTRICT. This Agreement may be terminated by the DISTRICT by delivering written notice of termination to the COUNTY not later than sixty (60) days before the effective date of termination. If the DISTRICT so terminates, then it may remove installations that it made from the Licensed Property, within the sixty (60) day notice period. Any installations not removed within said period are agreed to be the property of the COUNTY.

B. Termination by County. This Agreement may be revoked at any time by the COUNTY, only if such revocation is reasonably required by the public interest, after providing at least sixty (60) days prior written notice to the DISTRICT. Subject to prior written notification to the DISTRICT or its successors in interest, this Agreement is revocable by the COUNTY only if:

1. The Improvements or a portion of them interfere with the COUNTY'S use of the Licensed Property;
2. Use of the Licensed Property becomes necessary for a public purpose;

3. The Improvements or a portion of them constitute a danger to the public which the COUNTY deems not to be remediable by alteration or maintenance of such Improvements;
4. Despite sixty (60) days written notice to the DISTRICT, maintenance or alteration necessary to alleviate a danger to the public has not been made; or
5. The DISTRICT fails to comply with the terms and conditions of this Agreement, including, but not limited to, the insurance requirements specified herein.

If the DISTRICT abandons or fails to maintain the Licensed Property, and the COUNTY receives no substantive response within sixty (60) days following written notification to the DISTRICT, then this Agreement shall terminate and the COUNTY may remove and/or replace all Improvements or a portion thereof and collect from DISTRICT the COUNTY'S actual expenses incurred in connection therewith.

IX. Eminent Domain

If eminent domain is exerted on the Licensed Property by paramount authority, then the COUNTY will, to the extent permitted by law, cooperate with the DISTRICT to effect the relocation of the DISTRICT's affected installations at the DISTRICT's sole expense. The DISTRICT shall be entitled to retain all monies paid by the condemning authority for its installations taken, if any.

X. Interpretation

In the event of any dispute over its meaning or application, this Agreement shall be interpreted fairly and reasonably and neither more strongly for or against either party.

XI. Application of Law

This Agreement shall be governed by the laws of the State of Texas. If the final judgment of a court of competent jurisdiction invalidates any part of this Agreement, then the remaining parts shall be enforced, to the extent possible, consistent with the intent of the Parties as evidenced by this Agreement.

XII. Venue

TO THE EXTENT ALLOWED BY TEXAS LAW, IT IS AGREED THAT VENUE FOR ALL LAWSUITS CONCERNING THIS AGREEMENT WILL BE IN TRAVIS COUNTY, TEXAS. THIS AGREEMENT CONCERNS REAL PROPERTY LOCATED IN TRAVIS COUNTY, TEXAS, AND IS WHOLLY PERFORMABLE IN TRAVIS COUNTY.

XIII. Covenant Running with Land

This License Agreement and all of the covenants herein shall run with the land; therefore, the conditions set forth herein shall inure to and bind each party's successors and assigns.

XIV. Assignment

The DISTRICT shall not assign, sublet or transfer its interest in this Agreement without the written consent of the COUNTY. If such consent is granted, it shall then be the duty of the DISTRICT, its successors and assigns, to give prompt written notice to the COUNTY of any assignment or transfer of any of the DISTRICT's rights in this Agreement, giving name, date, address and contact person.

XV. Notice

Any notice and/or statement, required or permitted hereunder, shall be deemed to be given and delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses or at such other addresses specified by written notice delivered in accordance herewith:

DISTRICT:

River Place Municipal Utility District
c/o Severn Trent
14050 Summit, Suite 113
Austin, TX 78728

COPY TO:

McGinnis, Lochridge & Kilgore, L.L.P.
Mr. Phil Haag
600 Congress Avenue, Suite 2100
Austin, TX 78701

COUNTY:

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

COPY TO:

Steven M. Manilla, Executive Manager(or successor)
Travis County Transportation and Natural Resources Dept.
P.O. Box 1748
Austin, Texas 78767

COPY TO:

Honorable David Escamilla (or successor)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
Attn: File No. 83. _____

XVI. Annexation by the City

- A. If the total area within the Licensed Property is annexed for full purposes by any incorporated municipality (the "CITY"), then all references in this Agreement to "the COUNTY" shall be construed to mean "the CITY"; all references to COUNTY employees shall be construed to mean the analogous CITY employee or officer.

EXECUTED AS OF THE DATES SET FORTH BELOW.

TRAVIS COUNTY, TEXAS

By: _____
Samuel T. Biscoe
County Judge

Date: _____

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ___ day of _____, 2011, by Samuel T. Biscoe, County Judge of Travis County, Texas, a duly organized County and political subdivision of the State of Texas, on behalf of said County.

Notary Public in and for the State of Texas

Printed/Typed Name: _____
My commission expires: _____

TERMS AND CONDITIONS ACCEPTED, this the ____ day of _____, 2011.

THE DISTRICT:

RIVER PLACE MUNICIPAL
UTILITY DISTRICT

By: _____
James F. Casey
President

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on this the ____ day of _____, 2011,
by _____ as _____ of the River Place Municipal Utility District, a Texas
municipal utility district, on behalf of said district.

Notary Public in and for the State of Texas

Printed/Typed Name: _____
My commission expires: _____

After Recording Return To:
Darla Vasterling
TNR

River Place Blvd. Landscape Enhancements

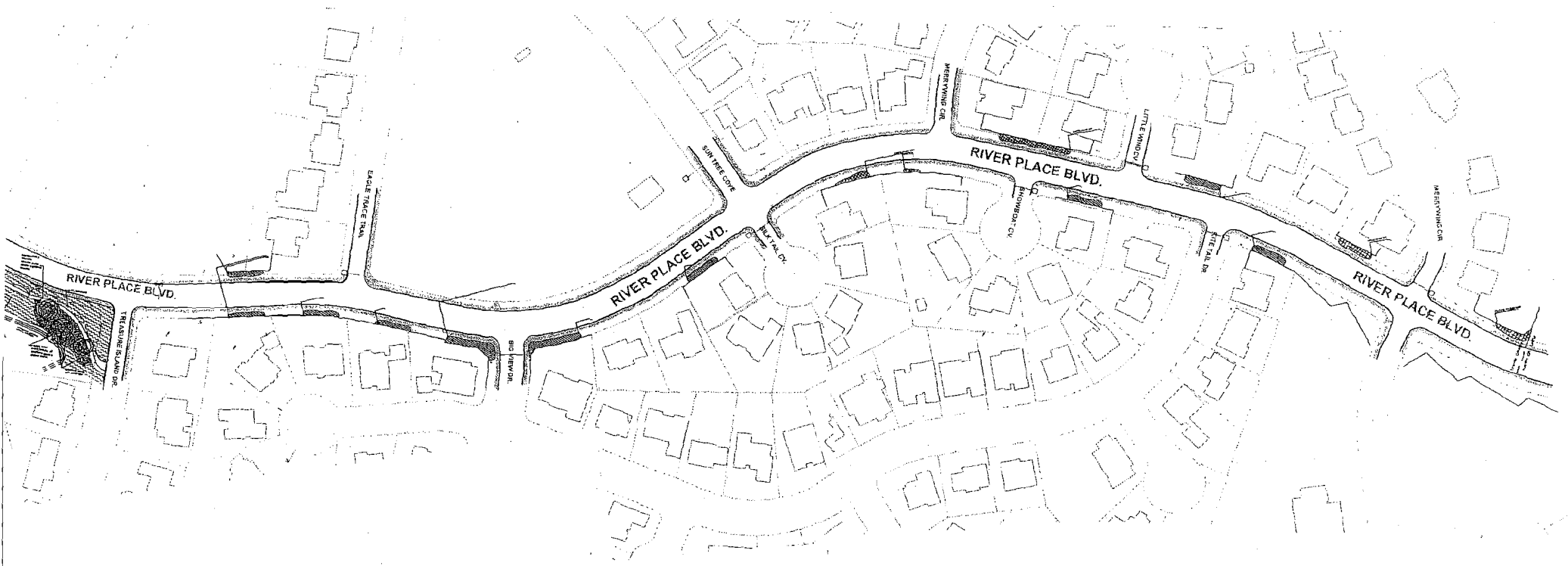
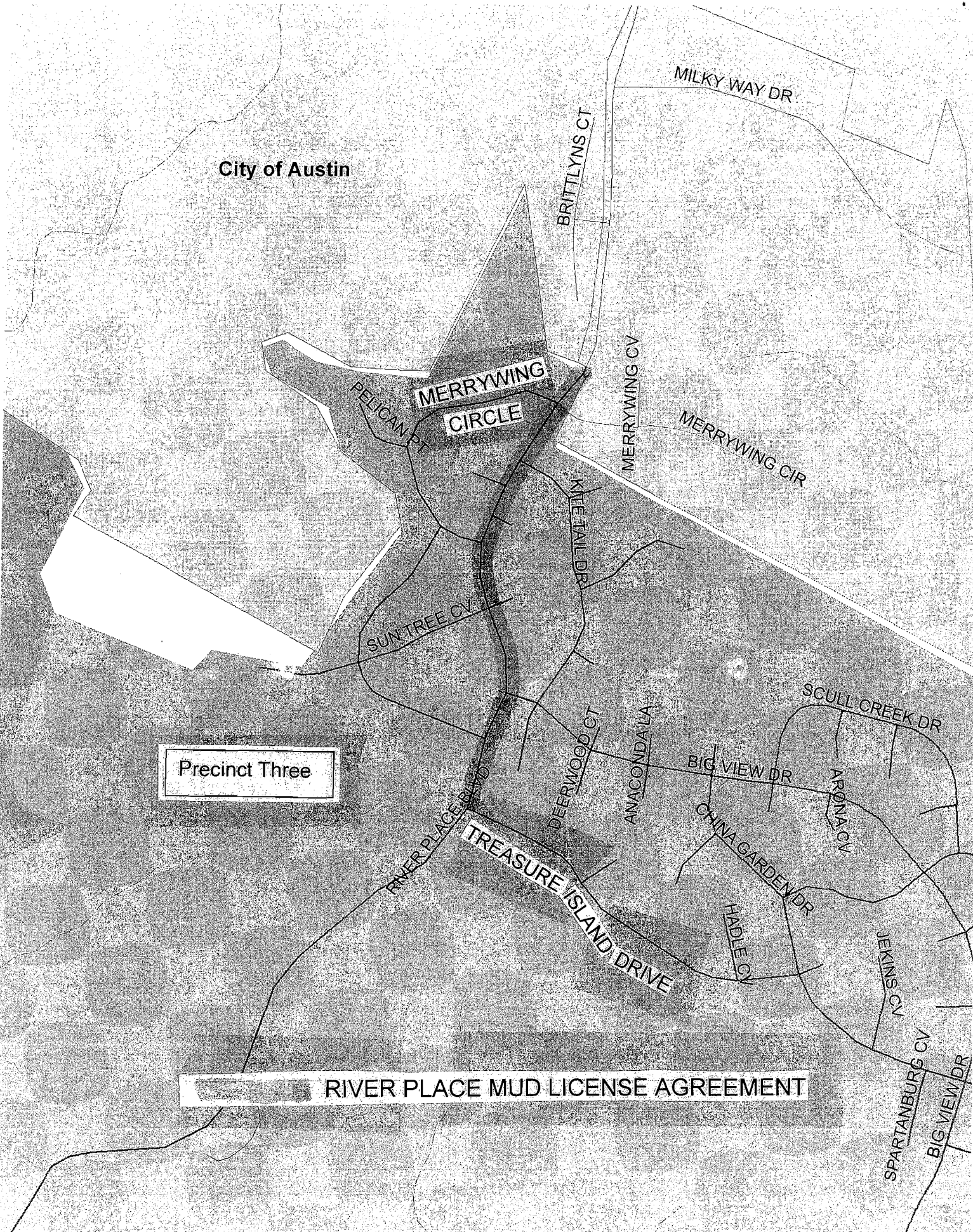


Exhibit A

City of Austin

Precinct Three

RIVER PLACE MUD LICENSE AGREEMENT





Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Susan Bell, County Clerk's Office, 512-854-9587
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Commissioner Gómez

AGENDA LANGUAGE:

Consider and take appropriate action on proposal for establishment of vote centers in Travis County.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

We are asking for your support for the use of vote centers in Travis County for the November 2011 election and Commissioner Court's assistance in taking the steps required for submitting a proposal to the Texas Secretary of State by August 3, 2011.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

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:

County Clerk's Office	Gail Fisher	Completed	04/25/2011 5:04 PM
Commissioner Precinct 4 Office	Margaret J. Gómez	Completed	04/26/2011 6:53 AM
County Judge's Office	Cheryl Aker	Completed	04/26/2011 9:32 AM
Commissioners Court	Cheryl Aker	Pending	



Dana DeBeauvoir
Travis County Clerk

PO Box 149325, Austin TX 78714-9325
Phone: (512) 854-9188 Fax: (512) 854-3942
<http://www.co.travis.tx.us>

**Recording, Elections, Computer Resources,
Accounting, and Administration Divisions**
5501 Airport Boulevard, Austin, Texas 78751-1410

**Misdemeanor Records, Civil/Probate,
and Records Management Divisions**
1000 Guadalupe, Austin, Texas 78701-2328

April 18, 2011

TO: Travis County Commissioners Court
FROM: Dana Debeauvoir
RE: A New Approach to Voting in Travis County: Proposal for Establishment of Vote Centers

We are asking for your support for the use of vote centers in Travis County for the November 2011 election and your assistance in taking the steps required for submitting a proposal to the Texas Secretary of State by August 3, 2011.

What are Vote Centers?

Vote centers are another name for countywide polling places. Instead of requiring voters to vote at their precinct polling locations, vote centers allow all registered voters in Travis County the option of voting at any of the county's polling locations on election day. It allows election day polling places to operate in a similar way to early voting locations.

A pilot program to permit countywide polling places was authorized by the Texas Legislature in 2005, and the first program was implemented in Lubbock County in 2006. Since then, additional counties have successfully participated in the program. For the past few years, the Clerk's Office has been moving steadily toward developing the infrastructure needed for this program so that computerized poll lists (these are not connected to the voting system) with real-time updates are available at every election day location. This is not only a legal requirement for using vote centers, but a necessary tool for preventing vote fraud.

Benefits of Vote Centers

Voter centers provide numerous advantages including:

1. **Giving voters more election day options and greater convenience.** For example, a voter could vote close to work if there is not sufficient time to get back to his/her neighborhood polling location before the polls close.
2. **Eliminating voter confusion about where to vote on election day.** Because we have such a mobile population, voters who sometimes only vote once every two or four years, and polling places that sometimes change, there is a significant number of voters each election who do not know their precinct polling location. For the November 2010 election, more than 80% (5,747) of the phone calls we received were from persons asking for the location of their precinct polling place. Additionally, citizen complaints are often associated with this issue. For example, we hear: "Why do I have to drive past a polling place to get to the polling place where I am registered?" or "Why can I vote at this grocery store during early voting but not on election day?"
3. **Reducing problems with less-than-ideal facilities used as polling locations.** This is particularly important when trying to find locations that best serve an area and have good disability access, parking, and sufficient space for an organized workflow. This problem is exacerbated in gubernatorial and presidential election where the law requires us to have a polling location in every precinct. For some areas, that task proves to be extremely challenging.
4. **Reducing the use of elementary schools used as polling locations.** Our goal is to avoid using elementary schools whenever possible to prevent any potential security or safety issues involving young children. Sometimes, however, there are no other public facilities available in a precinct.
5. **Reducing the number of provisional votes that are cast each election.** Approximately 25% (264) of

the provisional ballots cast for the November 2010 election were related to persons unsure about their precinct of residency.

6. **Providing voters a service they want.** According to surveys taken in other counties using vote centers, voters have a high satisfaction level with this type of voting. Some studies have even made assumptions that vote centers increase voter turnout.

Challenges with Vote Centers

Some of the counties who have implemented this program have also experienced problems, such as:

1. Complaints that polling places have moved too far away from neighborhoods thereby potentially disenfranchising poor, disabled, or elderly voters and persons with transportation issues.
2. Long lines at some polling locations (especially between 5:00 p.m. and 7:00 p.m.) when voters arrive in mass at a particularly popular site.

Do Vote Centers Save Money?

When initially promoting vote centers, some advocates trumpet the dramatic cost savings that can be obtained with fewer polling locations. We have found that this advantage is often overstated since the number of voters voting does not change or may increase. For example, fewer polling sites may not equal fewer poll workers since more voters in fewer locations will have to be processed more quickly. We anticipate some savings once this program has been in use, but we cannot at this time guarantee what those savings will be.

Travis County's Approach

Our goal is to offer Travis County voters the benefits of vote centers without the downsides. We believe anything that substantially changes voting should be done slowly and with community input. For the first election using vote centers, the law allows us to cut back to 65% of the number of polling places we normally use and cut back to 50% for subsequent elections. However, for the November 2011 election, we want to start with a less than 10% reduction (we normally have about 189 locations for a constitutional amendment election and would move to approximately 175). It should be noted that the 2009 – 2010 Election Study Group supported the use of vote centers but voted that little or no reduction in the number of polling locations should occur the first time vote centers are used.

To get community input, we will send information about this program in general along with an explanation of the methods used for site selection and a specific list of proposed polling locations to a wide range of governmental and political entities and civic and advocacy organizations. We will put mechanisms in place to receive input back from community members by phone, email, and regular mail. We will post information about this program on the County's internet page and on the County Clerk's Facebook page. We will engage the support of the local media to inform residents about the opportunity to participate in the process. Plans will be adjusted to incorporate the initial feedback received from the community, and with your permission, a public hearing at Commissioners Court will be scheduled to give residents and organizations another chance to express support or concerns.

After community input has been received, a proposal will be sent to the Texas Secretary of State and the U.S. Department of Justice for review. The Texas Secretary of State has until August 15, 2011 to approve or deny this request. If we are allowed to use vote centers this November, we will again solicit opinions after the election to gauge voter opinion and to determine where improvements need to be made.

Please Note

Currently, the law does not allow vote centers to be used in primary elections and limits the number of counties in Texas that can use this type of program. Legislation regarding vote centers has been proposed and changes could occur during this session.

Thank you for your help, and if you have any questions regarding this matter, please contact me at 854-4996.

Site Selection Criteria:

*Replace elementary schools with public facilities where available

*Incorporate additional retail or retail-like locations (Goodwills, "Y's")

*Utilize existing Early Voting locations to replace some Election Day sites

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
101	Dailey Middle School (NEW) 14000 Westall Street	78724	No Change		122 - YMCA East / 129 - Sims Elem
105	Manor ISD Administration Building 10335 US Highway 290E	78653	No Change		154 - Bluebonnet Trail Elem / 106 - Travis Co Sheriff's Ofc East
106	Travis County Sheriff's Office East 7811 Burleson-Manor Road	78653	No Change		105 - Manor ISD Admin / 101 - Dailey Middle
107	New Sweden Lutheran Church 12809 New Sweden Church Road	78653	New Site Needed, not yet identified	N/A	105 - Manor ISD Admin
108	Copperfield Elementary School 12135 Thompkins Drive	78753	No Change		112 - Dessau Elem / 213 - Graham Elem
109	Parmer Lane Elementary School 1806 Parmer Lane	78727	No Change		111 - Westview Middle / 110 - River Oaks Elem / 205 - Camden Huntingdon Apts
110	River Oaks Elementary School 12401 Scofield Farms Drive	78758	No Change		109 - Parmer Ln Elem / 111 - Westview Middle / 205 - Camden Huntingdon Apts
111	Westview Middle School 1805 Scofield Lane	78727	No Change		109 - Parmer Ln Elem / 110 - River Oaks Elem
112	Dessau Elementary School 1501 Dessau Ridge Lane	78754	No Change		108 - Copperfield Elem
113	Wieland Elementary School 900 Tudor House Road	78660	Combined @ 112 Dessau	1.8 Miles	224 - County Tax Ofc / 206 - Pfluger Hall
121	LBJ High School 7309 Lazy Creek Drive	78724	No Change		122 - Y East Branch / 151 - NE Health Ctr
122	YMCA East Community Branch 5315 Ed Bluestein Boulevard	78723	No Change		121 - LBJ HS / 129 - Oak Springs Library (New Site)
123	Eastside Memorial Green Tech H.S. 1012 Arthur Stiles Road	78721	No Change		129 - Oak Springs Library (New Site) / 426 - Parque Zaragosa (New Site)
124	Carver Library 1161 Angelina Street	78702	No Change		126 - David Chapel / 426 - Parque Zaragosa (New Site)
126	David Chapel Portable 2211 East MLK Jr. Boulevard	78702	No Change		124 - Carver Library / 152 - Fiesta Central (New Site)
129	Sims Elementary School 1203 Springdale Road	78721	New Site - Oak Springs Library	1.1 Miles	123 - Eastside Mem. HS / 122 - YMCA East
130	Memorial United Methodist Church 6100 Berkman Drive	78723	No Change		133 - Windsor Park Library (New Site) / 141 - Reagan HS / 151 - NE Health Ctr
132	Pecan Springs Elementary School 3100 Rogge Lane	78723	New Site - University Hills Branch Library	0.9 Miles	122 - YMCA East / 133 - Windsor Park Library (New Site) / 151 - NE Health Ctr
133	Blanton Elementary School 5408 Westminster Drive	78723	New Site - Windsor Park Branch Library	0.4 Miles	130 - Memorial Methodist / 132 - University Hills Library (New Site)

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
135	Messiah Lutheran Church 5701 Cameron Road	78723	Combined @ 130 Memorial Methodist	0.8 Miles	133 - Windsor Park Library (New Site) / 141 - Reagan HS
136	Ridgetop Elementary School 5005 Caswell Avenue	78751	New Site - Airport Offices		149 - Reilly Elem / 137 - Winters Bldg / 275 - Baker Center
137	Winters Building 701 West 51st Street	78751	No Change		136 - Airport Offices (New Site) / 273 - Trinity Lutheran Church / 275 - Baker Center
139	Bernice Hart Elementary School 8301 Furness Drive	78753	New Site - Goodwill Norwood	0.5 Miles	140 - Gus Garcia Rec (New Site) / 141 - Reagan HS
140	Dobie Middle School 1200 East Rundberg Lane	78753	New Site - Gus Garcia Rec	0.1 Miles	139 - Goodwill Norwood (New Site) / 141 - Reagan HS
141	Reagan High School 7104 Berkman Drive	78752	No Change		139 - Goodwill Norwood (New Site) / 140 - Gus Garcia Rec (New Site)
145	Red River Church 4425 Red River Street	78751	New Site - Airport Offices	1.1 Miles	146 - Lee Elem / 152 - Fiesta Central (New Site) / 274 - 1st Eng Luth Church
146	Lee Elementary School 3308 Hampton Road	78705	No Change		152 - Fiesta Central (New Site) / 274 1st Eng Luth Church
148	UT Flawn Academic Center (Lobby) 2400 Inner Campus Drive (West Mall)	78712	No Change		146 - Lee Elem / 274 - 1st Eng Luth Church
149	Reilly Elementary School 405 Denson Drive	78752	No Change		136 - Airport Offices (New Site) / 242 - NW Baptist Church
150	Brown Elementary School 505 West Anderson Lane	78752	No Change		136 - Airport Offices (New Site) / 242 - NW Baptist Church
151	Northeast Health Center 7112 Ed Bluestein Boulevard, Suite #155	78752	No Change		121 - LBJ HS / 130 - Memorial Methodist
152	Maplewood Elementary School 3808 Maplewood Avenue	78722	New Site - Fiesta Central	0.5 Miles	126 - David Chapel
153	Woodcliff Baptist Church 11015 Dessau Road	78753	Combined @ Gus Garcia Rec (New Site)	1.9 Miles	140 - Gus Garcia Rec / 141 - Reagan HS
154	Bluebonnet Trail Elementary School 11316 Farmhaven Road	78754	No Change		105 - Manor ISD Admin
156	Virginia Brown Recreation Center 7500 Blessing Avenue	78752	No Change		130 - Memorial Methodist / 139 - Goodwill Norwood (New Site) / 149 - Reilly Elem
160	YMCA North Park Branch 9616 North Lamar Boulevard	78753	No Change		161 - Lanier HS / 211 - Asian Chamber (New Site)
161	Lanier High School 1201 Payton Gin Road	78758	No Change		160 - Y North Park / 260 - Goodwill Research (New Site)
163	Cook Elementary School 1511 Cripple Creek Road	78753	Combined @ 160 Y North Park	1.2 Miles	160 - Y North Park / 260 - Goodwill Research (New Site)
164	Barrington Elementary School 400 Cooper Drive	78753	Combined @ 160 Y North Park	0.5 Miles	140 - Gus Garcia Rec (New Site) / 160 - Y North Park
200	St. Elizabeth's Catholic Church 1520 North Railroad Avenue	78660	Combined @ 206 Pfluger Hall	1.3 Miles	206 - Pfluger Hall / 224 - County Tax Ofc / 226 - Brookhollow Elem
202	Murchison Elementary School 2215 Kelly Lane	78660	No Change		206 - Pfluger Hall / 226 - Brookhollow Elem

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
203	Boulder Ridge Community Room 3300 Killingsworth Lane	78660	No Change		206 - Pfluger Hall / 224 - County Tax Ofc
205	Camden Huntingdon Apartments 12349 Metric Boulevard	78758	No Change		110 - River Oaks Elem / 218 - ACC Northridge
206	Pfluger Hall 203B East Pecan Street	78660	No Change		224 - County Tax Ofc / 226 - Brookhollow Elem
207	YMCA Northwest Branch 5807 McNeil Road	78729	No Change		254 - Loyaltan / 259 - Milwood Library (New Site)
208	Triumphant Love Lutheran Church 9508 Great Hills Trail	78759	No Change		Randalls Research (New Site) / 267 - Great Hills Baptist
209	Rowe Lane Elementary School 3112 Speidel Drive	78660	Combined @ 202 Murchison	1.5 Miles	206 - Pfluger Hall / 226 - Brookhollow Elem
210	O. Henry Middle School 2610 West 10th Street	78703	No Change		214 - Bryker Woods Elem / 256 - Howson Library (New Site)
211	Walnut Creek Elementary School 401 West Braker Lane	78753	Combined @ Asian Chamber (New Site)	0.5 Miles	164 - Y North Park / 258 - McBee Elem
213	Graham Elementary School 11211 Tom Adams Drive	78753	No Change		108 - Copperfield Elem / 211 - Asian Chamber (New Site)
214	Bryker Woods Elementary School 3309 Kerbey Lane	78703	No Change		256 - Howson Library (New Site) / 273 - Trinity Lutheran
215	Wells Branch Community Library 15001 Wells Port Drive	78728	Combined @ 217 Wells Branch MUD	1.2 Miles	110 - River Oaks Elem
216	Northwest Elementary School 14014 Thermal Drive	78728	Combined @ 217 Wells Branch MUD	2.3 Miles	110 - River Oaks Elem / 111 - Westview Middle
217	Wells Branch MUD Rec. Center 3000 Shoreline Drive	78728	No Change		111 - Westview Middle / 207 - Y Northwest
218	ACC Northridge Campus 11928 Stonehollow Drive	78758	No Change		259 - Milwood Library (New Site) / 260 - Goodwill Research (New Site)
219	Caldwell Elementary School 1718 Picadilly Drive	78664	No Change		206 - Pfluger Hall / 224 - County Tax Ofc
220	Fire Station # 31 5507 FM 2222	78731	No Change		231 - Cat Mountain HOA / 377 - Shepherd of the Hills Christian
222	Windermere Elementary School 1100 Picadilly Drive	78660	Combined @ 224 County Tax Office	1.7 Miles	206 - Pfluger Hall / 226 - Brookhollow Elem
223	Pflugerville ISD Administration Building 1401 West Pecan Street	78660	Combined @ 224 County Tax Office or 206 Pfluger Hall	0.5 / 0.8 Miles	226 - Brookhollow Elem
224	County Tax Office (Community Room) 15822 Foothill Farms Loop (Just off of Pecan St)	78660	No Change		206 - Pfluger Hall
225	Combined @ 217 Wells Branch MUD Rec. Ctr 3000 Shoreline Drive	78728	No Change		111 - Westview Middle
226	Brookhollow Elementary School 1200 North Railroad Avenue	78660	No Change		206 - Pfluger Hall / 224 - County Tax Ofc
227	Spring Hill Elementary School 600 South Heatherwilde Boulevard	78660	Combined @ 224 County Tax Office	1.4 Miles	206 - Pfluger Hall / 226 - Brookhollow Elem

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
228	Combined @ 254 Davis Elementary 5214 Duval Road	78727	Combined @ Loyalton (New Site)	0.2 Miles	Randalls Research (New Site) / 259 - Milwood Library (New Site)
229	Wells Branch Community Center 2106 Klattenhoff Drive	78728	Combined @ 217 Wells Branch MUD	1.4 Miles	111 - Westview Middle
231	Cat Mountain Homeowners Assoc. Ofc 6007 Mount Bonnell Road	78731	No Change		220 - Fire Sta #31 / 253 - First Presby
235	McCallum High School 5600 Sunshine Drive	78756	No Change		136 - Airport Offices (New Site) / 236 - Yarborough Library (New Site)
236	Rosedale Elementary School 2117 West 49th Street	78756	New Site - Yarborough Library	0.2 Miles	235 - McCallum HS / 273 - Trinity Lutheran
237	Highland Park Baptist Church 5206 Balcones Drive	78731	No Change		238 - Murchison Middle / 240 - Highland Park Elem
238	Murchison Middle School 3700 North Hills Drive	78731	No Change		271 - Doss Elem
239	Gullett Elementary School 6310 Treadwell Boulevard	78757	New Site - NW Rec	0.7 Miles	236 - Yarborough Library (New Site) / 243 - Ben Hur Shriners
240	Highland Park Elementary School 4900 Fairview Drive	78731	No Change		237 - Highland Park Baptist
241	Brentwood Elementary School 6700 Arroyo Seco	78757	Combined @ 242 Northwest Baptist	0.5 Miles	235 - McCallum HS / 243 - Ben Hur Shriners
242	Northwest Baptist Church 6301 Woodrow Avenue	78757	No Change		235 - McCallum HS / 243 - Ben Hur Shriners
243	Ben Hur Shriners Hall 7811 Rockwood Lane	78757	No Change		239 - NW Rec (New Site)
246	Hill Elementary School 8601 Tallwood Drive	78759	No Change		249 - St Matthew's Episcopal
247	Combined @ 271 Doss Elementary School 7005 Northledge Drive	78731	No Change		238 - Murchison Middle / 253 - First Presby
248	Burnet Middle School 8401 Hathaway Drive	78757	No Change		243 - Ben Hur Shriners / 260 - Goodwill Research (New Site)
249	St. Matthew's Episcopal Church 8134 Mesa Drive	78759	No Change		246 - Hill Elem
250	Mathews Elementary School 906 West Lynn Street	78703	No Change		278 - St. Luke Methodist / 445 - Travis Courthouse
251	Combined @ 210 O. Henry Middle School 2610 West 10th Street	78703	No Change		214 - Bryker Woods Elem / 256 - Howson Library (New Site)
252	Pillow Elementary School 3025 Crosscreek Drive	78757	New Site - North Village Library	0.5 Miles	243 - Ben Hur Shriners / 260 - Goodwill Research (New Site)
253	First Presbyterian Church 8001 Mesa Drive	78731	No Change		238 - Murchison Middle / 271 - Doss Elem
254	Davis Elementary School 5214 Duval Road	78727	New Site - Loyalton	0.2 Miles	Randalls Research (New Site) / 259 - Milwood Library (New Site)
256	Casis Elementary School 2710 Exposition Boulevard	78703	New Site - Howson Library	0.5 Miles	210 - O. Henry Middle

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258	McBee Elementary School 1001 West Braker Lane	78758	No Change		163 - Y North Park / 218 - ACC Northridge
259	Summitt Elementary School 12207 Brigadoon Lane	78727	New Site - Milwood Library	0.5 Miles	205 - Camden Huntingdon / 254 - Loyalton (New Site)
260	Austin Brethren Church 1800 Payton Gin Road	78758	New Site - Goodwill Research	0.6 Miles	161 - Lanier HS
262	Anderson High School 8403 Mesa Drive	78759	Combined @ 249 St Matthews	0.1 Miles	246 - Hill Elem
263	United Christian Church 3500 West Parmer Lane	78727	New Site - Milwood Library	0.7 Miles	205 - Camden Huntingdon / 218 - ACC Northridge
266	Senior Activity Center 2874 Shoal Crest Avenue	78705	No Change		148 - UT FAC / 278 - St. Luke Methodist / 445 - Travis Courthouse
267	Great Hills Baptist Church 10500 Jollyville Road	78759	No Change		Randalls Research (New Site) / 208 - Triumphant Love Lutheran
268	Grant AME Worship Center 1701 Kramer Lane	78753	New Site - Asian Chamber	1.1 Miles	218 - ACC Northridge
271	Doss Elementary School 7005 Northledge Drive	78731	No Change		238 - Murchison Middle / 253 - First Presby
272	Combined @ 274 1st English Lutheran 3001 Whitis Avenue	78705	No Change		148 - UT FAC / 275 - Baker Center
273	Trinity Lutheran Church 1207 West 45th Street	78756	No Change		137 - Winters / 236 - Yarborough Library (New Site)
274	First English Lutheran Church 3001 Whitis Avenue	78705	No Change		148 - UT FAC / 275 - Baker Center
275	Baker Center 3908 Avenue B (enter off 39th Street)	78751	No Change		137 - Winters / 148 - UT FAC / 274 - 1st English Lutheran
277	University Co-op 2246 Guadalupe Street	78705	Combined @ 148 UT Flawn	0.2 Miles	148 - UT FAC
278	St. Luke United Methodist Church 1306 West Lynn Street	78703	No Change		250 - Mathews Elem / 266 - Sr Activity Ctr
279	Combined @ 267 Great Hills Baptist Church 10500 Jollyville Road	78759	No Change		Randalls Research (New Site) / 208 - Triumphant Love Lutheran
301	Sunset Valley City Hall 3205 Jones Road	78745	No Change		351 - Randalls SoMo (New Site) / 412 - Randalls BW (New Site)
302	Bailey Middle School 4020 Lost Oasis Hollow	78739	No Change		304 - Kiker Elem / 360 - Bethany Lutheran (New Site)
303	Oak Hill Primitive Baptist Church 11408 FM 1826	78737	No Change		349 - Goodwill Oak Hill (New Site)
304	Kiker Elementary School 5913 LaCrosse Avenue	78739	No Change		351 - Randalls SoMo (New Site) / 360 - Bethany Lutheran (New Site)
306	Lakeway Justice Center 104 Cross Creek Drive	78734	Combined @ 319 Lakeway Activity	0.1 Miles	320 - Randalls Lakeway (New Site)
307	Rollingwood Municipal Building 403 Nixon Drive	78746	No Change		364 - Flagship Randalls Westlake (New Site)

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
308	Briarcliff POA Community Center 22801 Briarcliff Drive	78669	No Change		316 - Travis Co Parks Ofc / 324 - Bee Cave City Hall
309	Kocurek Elementary School 9800 Curlew Drive	78748	New Site - Randalls Brodie	1.2 Miles	360 - Bethany Lutheran (New Site)
310	Menchaca Elementary School 12120 Manchaca Road	78748	No Change		323 - TX Oaks Baptist / 350 - Randalls Brodie (New Site)
312	Travis County Sheriff's Ofc @ Hudson Bend 3800 Hudson Bend Road	78734	No Change		359 - Hudson Bend Middle
314	St. Christopher's Episcopal Church 8724 Travis Hills Drive	78735	No Change		339 - Y Southwest (New Site) / 349 - Goodwill Oak Hill (New Site)
315	Villages Amenities Center 12006 Gatling Gun Lane	78748	No Change		302 - Bailey Middle / 310 - Menchaca Elem
316	Travis County Parks Office 14624 Hamilton Pool Road	78738	No Change		324 - Bee Cave City Hall
317	Eanes ISD Administration Building 601 Camp Craft Road	78746	No Change		364 - Flagship Randalls Westlake (New Site)
318	West Ridge Middle School 9201 Scenic Bluff Drive	78733	No Change		338 - Laura's Library (New Site)
319	Lakeway Activity Center 105 Cross Creek Drive	78734	No Change		320 - Randalls Lakeway (New Site)
320	The River in the Hills Church 1310 RR 620 S. Suite C-9 (Lakeway Plaza)	78734	New Site - Randalls Lakeway	0.7 Miles	319 - Lakeway Activity Ctr
321	Jackie's Performing Arts School 11530 Manchaca Road	78748	Combined @ 310 Menchaca or New Site - Randalls Brodie	0.8 / 2.4 Miles	323 - TX Oaks Baptist
323	Texas Oaks Baptist Church 9910 Bilbrook Place	78748	No Change		356 - Casey Elem / 309 - Randalls Brodie (New Site)
324	Bee Cave City Hall 4000 Galleria Parkway	78738	No Change		316 - Travis Co Parks Ofc
326	Laurel Mountain Elementary School 10111 DK Ranch Road	78759	No Change		Randalls Research (New Site) / 331 - Kathy Caraway Elem
327	Fire Station # 33 9409 Bluegrass Drive	78759	No Change		Randalls Research (New Site) / 208 - Triumphant Love Lutheran
328	Renaissance Retirement Center 11279 Taylor Draper Lane	78759	No Change		Randalls Research (New Site)
330	Combined @ 364 Valley View Elementary 1201 South Capital of Texas Highway	78746	New Site - Flagship Randalls @ Westlake	1.4 Miles	338 - Laura's Library (New Site)
331	Kathy Caraway Elementary School 11104 Oak View Drive (Enter off Carlwood)	78759	No Change		Randalls Research (New Site) / 328 - Renaissance Retirement
332	Zilker Elementary School 1900 Bluebonnet Lane	78704	No Change		454 - Randalls BW (New Site) / 462 Austin Travis MHMR
333	Canyon Creek Elementary School 10210 Ember Glen Drive	78724	No Change		334 - Spicewood Elem / 335 - Canyon Vista Middle
334	Spicewood Elementary School 11601 Olson Drive	78750	No Change		335 - Canyon Vista Middle

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
335	Canyon Vista Middle School 8455 Spicewood Springs Road	78759	No Change		336 - Hallmark Baptist
336	Hallmark Baptist Church 9023 Old Lampasas Trail	78750	No Change		335 - Canyon Vista Middle
337	Lakewood Homeowner's Association 7317 Lakewood Drive	78750	No Change		Randalls Research (New Site) / 377 - Shepherd of the Hills Christian
338	Travis County WCID #18 1502 San Juan Drive	78733	New Site - Laura's Library	1.8 Miles	364 - Flagship Randalls Westlake (New Site)
339	Western Hills Church of Christ 6211 Parkwood Drive	78735	New Site - Y Southwest	0.3 Miles	351 - Randalls SoMo (New Site)
342	Barton Hills Elementary School 2108 Barton Hills Drive	78704	No Change		454 - Randalls BW (New Site) / 461 - Ann Richards School
343	Combined @ 333 Canyon Creek Elementary 10210 Ember Glen Drive	78724	No Change		334 - Spicewood Elem / 335 - Canyon Vista Middle
345	Bridge Point Elementary School 6401 Cedar Street	78746	No Change		364 - Flagship Randalls Westlake (New Site)
346	Serene Hills Elementary School 3301 Serene Hills Drive (Lakeway)	78734	Combined @ 319 Lakeway Activity	1.7 Miles	320 - Randalls Lakeway (New Site) / 324 - Bee Cave City Hall
347	Hill Country Middle School 1300 Walsh Tarlton Lane	78746	No Change		364 - Flagship Randalls Westlake (New Site)
349	ACC Pinnacle Campus 7748 Highway 290 West	78736	New Site - Goodwill Oak Hill	0.3 Miles	339 - Y Southwest (New Site) / 363 - Randalls SoMo (New Site)
350	Cowan Elementary School 2817 Kentish Drive	78748	New Site - Randalls Brodie	1.7 Miles	360 - Bethany Lutheran (New Site)
351	Small Middle School 4801 Monterey Oaks Boulevard	78749	New Site - Randalls South Mopac	1.1 Miles	339 - Y Southwest (New Site)
352	Covington Middle School 3700 Convict Hill Road	78749	No Change		351 - Randalls SoMo (New Site)
354	Travis Country Office (H.O.A.) 4504 Travis Country Circle	78735	No Change		351 - Randalls SoMo (New Site)
355	Southwest Church of Christ 8900 Manchaca Road	78748	No Change		309 - Randalls Brodie (New Site) / 356 - Casey Elem
356	Casey Elementary School 9400 Texas Oaks Drive	78748	No Change		309 - Randalls Brodie (New Site) / 355 - Southwest Church of Christ
358	Boone Elementary School 8101 Croftwood Drive	78749	Combined @ 352 Covington	1.1 Miles	350 - Randalls Brodie (New Site) / 351 - Randalls SoMo (New Site)
359	Hudson Bend Middle School 15600 Lariat Trail	78734	No Change		319 - Lakeway Activity Ctr
360	Bowie High School 4103 West Slaughter Lane	78745	New Site - Bethany Lutheran Church	0.7 Miles	350 - Randalls Brodie (New Site)
361	West Rural Community Center 8656 Highway 71 West	78735	No Change		349 - Goodwill Oak Hill (New Site)
362	Will Hampton Branch Public Library 5125 Convict Hill Road	78749	No Change		349 - Goodwill Oak Hill (New Site) / 363 - Randalls SoMo (New Site)

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
363	Shepherd of the Hills Presbyterian Church 5226 West William Cannon Drive	78749	New Site - Randalls South Mopac	0.8 Miles	339 - Randalls SoMo (New Site) / 349 Goodwill Oak Hill (New Site)
364	Valley View Elementary School 1201 South Capital of Texas Highway	78746	New Site - Flagship Randalls @ Westlake	1.4 Miles	338 - Laura's Library (New Site)
366	Mills Elementary School 6201 Davis Lane	78749	No Change		349 - Goodwill Oak Hill (New Site) / 363 - Randalls SoMo (New Site)
367	Combined @ 304 Kiker Elementary School 5913 LaCrosse Avenue	78739	No Change		351 - Randalls SoMo (New Site) / 360 - Bethany Lutheran (New Site)
370	Round Mountain Community Center 14340 Round Mountain Road (Leander)	78641	No Change		372 - NW Rural Comm Ctr
371	Lago Vista High School 8039 Bar-K Ranch Road	78645	No Change		372 - NW Rural Comm Ctr / 373 - Rolling Hills Church
372	Northwest Rural Community Center 18649 FM 1431, Suite 6A	78645	No Change		374 - Deer Creek Elem / 375 - Volente Fire
373	Rolling Hills Community Church 6201 Lohman Ford Road	78645	No Change		371 - Lago Vista HS / 372 - NW Rural Comm Ctr
374	Deer Creek Elementary School 2420 Zeppelin Drive	78613	No Change		334 - Spicewood Elem
375	Volente Fire Department 15406 FM 2769	78641	No Change		372 - NW Rural Ctr / 374 - Deer Creek Elem
376	Canyon Ridge Middle School 12601 Country Trails Lane	78732	No Change		378 - Austin Christian Fellowship / 379 - Steiner Ranch Elem
377	Shepherd of the Hills Christian Church 6909 West Courtyard Drive	78730	No Change		220 - Fire Sta # 31 / 378 - Austin Christian Fellowship
378	Austin Christian Fellowship 6401 River Place Boulevard	78730	No Change		220 - Fire Sta # 31 / 377 - Shepherd of the Hills
379	Steiner Ranch Elementary School 4001 Quinlan Park Road	78732	No Change		375 - Canyon Ridge Middle
401	Del Valle ISD Administration Building 5301 Ross Road	78617	No Change		407 - South Rural Comm Ctr
402	Elroy Community Library 13512 FM 812	78719	No Change		401 - Del Valle ISD Admin / 407 - South Rural Comm Ctr
403	Creedmoor Elementary School 5604 FM 1327	78610	No Change		402 - Elroy Library / 405 - Ojeda Middle
404	Blazier Elementary School 8601 Vertex Boulevard	78747	No Change		405 - Ojeda Middle / 450 - Dove Springs Rec
405	Ojeda Middle School 4900 McKinney Falls Parkway	78744	No Change		404 - Blazier Elem / 450 - Dove Springs Rec
406	St. Alban's Episcopal Church 11819 IH-35 South	78747	No Change		404 - Blazier Elem
407	South Rural Community Center 3518 South FM 973	78617	No Change		423 - Montopolis Rec / 429 - Dan Ruiz Library
409	Galindo Elementary School 3800 South 2nd Street	78704	Combined @ 424 South Austin Rec	1.1 Miles	HEB SoCo (New Site) / 454 - Randalls BW (New Site)

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
410	Science & Health Resource Center 305 North Bluff Drive (Formerly Pleasant Hill Elem)	78745	New Site - Pleasant Hill Library	0.6 Miles	441 - St. John's Lutheran / 451 - Bedichek Middle
411	Akins High School 10701 South 1st Street	78748	No Change		310 - Menchaca Elem / 463 - Williams Elem
412	Combined @ 454 Joslin Elementary School 4500 Manchaca Road	78745	New Site - Randalls Ben White	0.3 Miles	460 - ACC So Austin
413	Combined @ 406 St. Alban's Episcopal Ch. 11819 IH-35 South	78747	No Change		404 - Blazier Elem
420	Pleasant Hill Apartments 2501 Anken Drive	78741	Combined @ 440 Parker UMC	0.9 Miles	429 - Dan Ruiz Library
421	Congress Avenue Baptist Church 1511 South Congress Avenue	78704	No Change		HEB SoCo (New Site) / 422 - Fulmore Middle
422	Fulmore Middle School 201 East Mary Street	78704	No Change		HEB SoCo (New Site) / 421 - Congress Ave Baptist
423	Montopolis Recreation Center 1200 Montopolis Drive	78741	No Change		429 - Dan Ruiz Library
424	South Austin Recreation Center 1100 Cumberland Road	78704	No Change		HEB SoCo (New Site) / 437 - Twin Oaks Library (New Site)
426	Govalle Elementary School 3601 Govalle Avenue	78702	New Site - Oak Springs Library	0.8 Miles	427 - Parque Zaragosa (New Site)
427	Allan Elementary School 4900 Gonzales Street	78702	New Site - Parque Zaragosa	1.1 Miles	426 - Oak Springs Library (New Site)
429	Dan Ruiz Branch Public Library 1600 Grove Boulevard	78741	No Change		423 - Montopolis Rec
430	Combined @ 409 Galindo Elem. School 3800 South 2nd Street	78704	Combined @ 424 South Austin Rec	1.1 Miles	HEB SoCo (New Site) / 454 - Randalls BW (New Site)
431	Baty Elementary School 2101 Faro Drive	78741	Combined @ 429 Dan Ruiz Library	0.7 Miles	423 - Montopolis Rec / 440 - Parker Ln Methodist
433	Travis High School 1211 East Oltorf Street	78704	No Change		HEB SoCo (New Site)
437	Becker Elementary School 906 West Milton Street	78704	New Site - Twin Oaks Library	0.2 Miles	HEB SoCo (New Site) / 424 - So Austin Rec
438	Sanchez Elementary School 73 San Marcos Street	78702	New Site - Terrazos Library	0.3 Miles	124 - Carver Library / 439 - Cantu Rec
439	Cantu/Pan Am Recreation Center 2100 East 3rd Street	78702	No Change		427 - Parque Zaragosa (New Site) / 438 - Terrazos Library (New Site)
440	Parker Lane United Methodist Church 2105 Parker Lane	78741	No Change		HEB SoCo (New Site) / 429 - Dan Ruiz Library
441	St. John's Lutheran Church 409 West Ben White Boulevard	78704	No Change		410 - Pleasant Hill Library (New Site) / 454 - Randalls BW (New Site)
442	Dawson Elementary School 3001 South 1st Street	78745	Combined @ 424 South Austin Rec	0.7 Miles	HEB SoCo (New Site) / 454 - Randalls BW (New Site)
443	Mendez Middle School 5106 Village Square Drive	78744	Combined @ 450 Dove Spring Rec	0.3 Miles	452 - Houston Elem

Pct	November 2010 Election Day Polling Locations	Zip Code	Vote Centers	Mileage	Additional Nearby Pct Polling Locations
444	Austin City Hall 301 West 2nd Street, 1st Floor	78701	No Change		445 - Travis Courthouse
445	Travis County Courthouse 1000 Guadalupe Street, 1st Floor	78701	No Change		444 - Austin City Hall
446	St. Elmo Elementary School 600 West St. Elmo Road	78745	No Change		454 - Randalls BW (New Site) / 460 - ACC So Austin
447	Odom Elementary School 1010 Turtle Creek Boulevard	78745	Combined @ 451 Bedichek Middle	1.1 Miles	410 - Pleasant Hill Library (New Site) / 460 - ACC So Austin
448	Langford Elementary School 2206 Blue Meadow Drive	78744	No Change		450 - Dove Springs Rec
450	Dove Springs Recreation Center 5801 Ainez Drive	78744	No Change		HEB SoCo (New Site) / 448 - Langford Elem
451	Bedichek Middle School 6800 Bill Hughes Road	78745	No Change		410 - Pleasant Hill Elem (New Site)
452	Houston Elementary School 5409 Ponciana Drive	78744	No Change		450 - Dove Springs Rec
454	Joslin Elementary School 4500 Manchaca Road	78745	New Site - Randalls Ben White	0.3 Miles	460 - ACC So Austin
455	Cunningham Elementary School 2200 Berkeley Avenue	78745	Combined @ 460 ACC South Austin	0.9 Miles	351 - Randalls SoMo (New Site) 454 - Randalls BW (New Site)
458	Mockingbird Post Office 7310 Manchaca Road	78749	No Change		350 - Randalls Brodie (New Site) / 351 - Randalls SoMo (New Site)
460	ACC South Austin Campus 1820 West Stassney Lane	78745	No Change		454 - Randalls BW (New Site)
461	Ann Richards School 2206 Prather Lane (Portable A)	78704	No Change		454 - Randalls BW (New Site)
462	Austin Travis County Integral Care MHMR 1700 South Lamar Boulevard, Suite 101	78704	No Change		424 - So Austin Rec / 427 - Twin Oaks Library (New Site)
463	Williams Elementary School 500 Mairo Street	78748	No Change		410 - Pleasant Hill Library (New Site) / 451 - Bedichek Middle

Subtotal of Polling Locations:

173 Polling Locations
(plus HEB SoCo & Randalls Re)

Total:

175 Polling Locations

Discussion

*Area is growing along the southern border of the precinct, need to assess

*Voters have access to Plugerville and Dessau elem, pct used to be combined with 112

*Public facility nearby

*Public facility nearby

*Public facility nearby

Discussion

*The methodist church can accommodate both precincts, has larger space

*Public facility nearby

*Utilize existing EV site

*Public facility nearby

*Public facility nearby, church can only accommodate Tuesday elections

*Utilize existing EV site

*Public facility nearby, church no longer wants to be a site

*Nearby retail like facility

*Nearby location with better access

*This site is combined every May, would remain more consistant

Discussion

*This site is combined every May, would remain more consistant

*Nearby EV location

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

Discussion

*Directly across the street from school

*Public facility nearby

*Public facility nearby

*Public facility nearby
remodel complete June 2011

*Neighboring church has more space

*Public facility nearby

*Directly across the street from school

*Public facility nearby

Discussion

*Public facility nearby

*Nearby retail location off of major thoroughfare

*Tuesday elections have no parking

*Public facility nearby

*existing site is not particularly close to the majority of housing in the neighborhood

*within walking distance to Flawn

*Next door to activity center

Discussion

*Utilize existing EV site

*The Randalls location is easier to find and has better access

*Site no longer available

*The library and shopping center can handle the turnout from this precinct.

Discussion

*Library located off major intersection
into neighborhood

*Location sometimes unavailable

*Lakeway Activity Center a known
neighborhood focal point

*More parking available at Goodwill

*Utilize existing EV site

*Surrounded by retail sites

*Utilize larger school

*Overcrowded school, Tuesday elections
no parking

Discussion

*EV Location nearby

*EV Location nearby

*Public facility nearby

Discussion

*Public facility nearby

*Nearby EV location

*Site is inconsistently available

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

*Public facility nearby

Discussion

*Utilize the larger school

*EV site nearby, better space logistics

*Site can handle larger crowds, public facility

Substitution/Combination:

OLD		NEW	
78653		78653	
New Sweden Lutheran Church 12809 New Sweden Church Road		New Site?	
78660		78660	
Pflugerville ISD Administration Building 0.8 Miles 1401 West Pecan Street		Pflugger Hall 203B East Pecan Street	
Rowe Lane Elementary School 1.5 Miles 3112 Speidel Drive		Murchison Elementary School 2215 Kelly Lane	
Spring Hill Elementary School 1.4 Miles 600 South Heatherwilde Boulevard		County Tax Office (Community Room) 15822 Foothill Farms Loop (Off of Pecan Street)	
St. Elizabeth's Catholic Church 1.3 Miles 1520 North Railroad Avenue		Pflugger Hall 203B East Pecan Street	
Wieland Elementary School 1.8 Miles 900 Tudor House Road		Dessau Elementary School 1501 Dessau Ridge Lane	
Windermere Elementary School 1.7 Miles 1100 Picadilly Drive		County Tax Office (Community Room) 15822 Foothill Farms Loop (Off of Pecan Street)	
78702		78702	
Allan Elementary School 1.1 Miles 4900 Gonzales Street		Parque Zaragoza Rec. Center 2608 Gonzales Street	
Sanchez Elementary School 0.3 Miles 73 San Marcos Street		Terrazos Branch Library 1105 East César Chavez Street	
Govalle Elementary School 0.8 Miles 3601 Govalle Avenue		Oak Springs Branch Library 3101 Oak Springs Drive	
Sims Elementary School 1203 Springdale Road		Oak Springs Branch Library 3101 Oak Springs Drive	
78703		78703	
Casis Elementary School 0.5 Miles 2710 Exposition Boulevard		Howson Branch Library 2500 Exposition Boulevard	
78704		78704	
Becker Elementary School 0.2 Miles 906 West Milton Street		Twin Oaks Branch Public Library 1800 South 5th Street	
Dawson Elementary School 0.7 Miles 3001 South 1st Street		South Austin Rec Ctr 1100 Cumberland Road	
Galindo Elementary School 1.1 Miles 3800 South 2nd Street		South Austin Rec Ctr 1100 Cumberland Road	
78705		78705	
University Co-op 0.2 Miles 2246 Guadalupe Street		UT Flawn Academic Center (Lobby) 2400 Inner Campus Drive (West Mall)	
78722		78722	
Maplewood Elementary School 0.5 Miles 5408 Westminster Drive		Fiesta Central 3909 North IH-35 @ Delwood Shopping Center	
78723		78723	
Blanton Elementary School 0.4 Miles 5408 Westminster Drive		Windsor Park Branch Library 5833 Westminster Drive	
Messiah Lutheran Church 0.8 Miles 5701 Cameron Road		Memorial United Methodist Church 6100 Berkman Drive	
Pecan Springs Elementary School 0.9 Miles 3100 Rogge Lane		University Hills Branch Library 4721 Loyola Lane	
78727		78727	
Davis Elementary School 0.2 Miles 5214 Duval Road		Loyalton of Austin 5310 Duval Road	
Summitt Elementary School 0.5 Miles 12207 Brigadoon Lane		Milwood Branch Library 12500 Amherst Lane	
United Christian Church 0.7 Miles 3500 West Parmer Lane		Milwood Branch Library 12500 Amherst Lane	

OLD**NEW**

78728		78728
Northwest Elementary School 14014 Thermal Drive	2.3 Miles	Wells Branch MUD Rec. Center 3000 Shoreline Drive
Wells Branch Community Center 2106 Klattenhoff Drive	1.4 Miles	Wells Branch MUD Rec. Center 3000 Shoreline Drive
Wells Branch Community Library 15001 Wells Port Drive	1.2 Miles	Wells Branch MUD Rec. Center 3000 Shoreline Drive

78733		78733
Travis County WCID #18 1502 San Juan Drive	1.8 Miles	Laura's Library 9411 Bee Cave Road

78734		78734
Lakeway Justice Center 104 Cross Creek Drive	0.1 Miles	Lakeway Activity Center 105 Cross Creek Drive
The River in the Hills Church 1310 RR 620 S. Suite C-9 (Lakeway Plaza)	0.7 Miles	Randalls Lakeway 2303 RR 620 South

78735		78735
Western Hills Church of Christ 6211 Parkwood Drive	0.3 Miles	YMCA Southwest Branch 6219 Oakclaire Drive

78736		78735
ACC Pinnacle Campus 7748 Highway 290 West	0.3 Miles	Goodwill Oak Hill 7100 US Hwy 290 West

78738		78738
Serene Hills Elementary School 3301 Serene Hills Drive (Lakeway)	1.7 Miles	Lakeway Activity Center 105 Cross Creek Drive

78741		78741
Baty Elementary School 2101 Faro Drive	0.7 Miles	Dan Ruiz Branch Public Library 1600 Grove Boulevard
Pleasant Hill Apartments 2501 Anken Drive	0.9 Miles	Parker Ln. United Methodist Church 2105 Parker Lane

78744		78744
Mendez Middle School 5106 Village Square Drive	0.3 Miles	Dove Springs Recreation Center 5801 Ainez Drive

78745		78745
Cunningham Elementary School 2200 Berkeley Avenue	0.9 Miles	ACC South Austin Campus 1820 West Stassney Lane
Odom Elementary School 1010 Turtle Creek Boulevard	1.1 Miles	Bedichek Middle School 6800 Bill Hughes Road
Science & Health Resource Center 305 North Bluff Drive	0.6 Miles	Pleasant Hill Branch Library 211 East William Cannon Drive
Joslin Elementary School 4500 Manchaca Road	0.3 Miles	Randalls Ben White 2025 West Ben White

78746		78746
Valley View Elementary School 1201 South Capital of Texas Hwy	1.4 Miles	Flagship Randalls @ Westlake 3300 Bee Caves Road

78748		78748
Cowan Elementary School 2817 Kentish Drive	1.7 Miles	Randalls Brodie & Slaughter 9911 Brodie Lane
Kocurek Elementary School 9800 Curlew Drive	1.2 Miles	Randalls Brodie & Slaughter 9911 Brodie Lane

78749		78749
Boone Elementary School 8101 Croftwood Drive	1.1 Miles	Covington Middle School 3700 Convict Hill Road
Bowie High School 4103 West Slaughter Lane	0.7 Miles	Bethany Lutheran Church 3701 Slaughter Lane
Small Middle School 3700 Convict Hill Road	1.1 Miles	Randalls South Mopac 6600 South Mopac
Shepherd of the Hills Presbyterian 5226 West Willam Cannon Drive	0.8 Miles	Randalls South Mopac 6600 South Mopac

78751		78751
Red River Church 4425 Red River Street	1.1 Miles	Travis County Airport Blvd Offices 5501 Airport Boulevard
Ridgetop Elementary School 5005 Caswell Avenue	0.4 Miles	Travis County Airport Blvd Offices 5501 Airport Boulevard

OLD

NEW

78753		78753	
Barrington Elementary School 400 Cooper Drive	0.5 Miles	YMCA North Park Branch 9616 North Lamar Boulevard	
Bernice Hart Elementary School 8301 Furness Drive	0.5 Miles	Goodwill Industries 1015 Norwood Park Boulevard	
Dobie Middle School 1200 East Rundberg Lane	0.1 Miles	Gus Garcia Recreation Center 1201 East Rundberg Lane	
Walnut Creek Elementary School 401 West Braker Lane	0.5 Miles	Asian American Chamber of Commerce 10901 North Lamar Boulevard, Suite B206	
Woodcliff Baptist Church 11015 Dessau Road	1.9 Miles	Gus Garcia Recreation Center 1201 East Rundberg Lane	

78756		78756	
Rosedale Elementary School 2117 West 49th Street	0.2 Miles	Yarborough Branch Library 2200 Hancock Drive	

78757		78757	
Gullett Elementary School 6310 Treadwell Boulevard	0.7 Miles	Northwest Recreation Center 2913 Northland Drive	
Brentwood Elementary School 6700 Arroyo Seco	0.5 Miles	Northwest Baptist Church 6301 Woodrow Avenue	
Pillow Elementary School 3025 Crosscreek Drive	0.5 Miles	North Village Branch Library 2025 Steck Avenue	

78758		78758	
Cook Elementary School 1511 Cripple Creek Road	1.2 Miles	YMCA North Park Branch 9616 North Lamar Boulevard	
Grant AME Worship Center 1701 Kramer Lane	1.1 Miles	Asian American Chamber of Commerce 10901 North Lamar Boulevard, Suite B206	
Austin Brethren Church 1800 Payton Gin Road	0.6 Miles	Goodwill Research Blvd 8965 Research Boulevard	

78759		78759	
Anderson High School 8403 Mesa Drive	0.1 Miles	St. Matthew's Episcopal Church 8134 Mesa Drive	



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Mary Fero, County Clerk's Office,
Elected/Appointed Official/Dept. Head: Dana Debeauvoir, County Clerk
Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on Election Services Agreement between Travis County and Travis County Emergency Services District 14.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON ELECTION SERVICES AGREEMENT BETWEEN TRAVIS COUNTY AND TRAVIS COUNTY EMERGENCY SERVICES DISTRICT 14.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

County Clerk's Office	Gail Fisher	Completed	04/25/2011 5:03 PM
County Judge's Office	Cheryl Aker	Completed	04/26/2011 2:57 PM
Commissioners Court	Cheryl Aker	Pending	

ELECTION AGREEMENT BETWEEN TRAVIS COUNTY AND Travis County Emergency Services District No. 14

Pursuant to Chapter 31, Subchapter D, Chapter 123, and Chapter 271 of the Texas Election Code (“Code”) and Chapter 791 of the Texas Government Code, Travis County and Travis County Emergency Services District No. 14 (“Participating Entity”) enter into this agreement for the Travis County Clerk, as the County’s Election Officer, to conduct the Participating Entity’s elections, including runoffs, and for the Participating Entity’s use of the County’s current or future-acquired election equipment for any voting system that the County adopts, as authorized under Title 8 of the Election Code, for all Participating Entity elections. The purpose of this agreement is to maintain consistency and accessibility in voting practices, polling places, and election procedures in order to best assist the voters of the Participating Entity.

I. GENERAL PROVISIONS

- (A) Except as otherwise provided in this agreement, the term “election” refers to any Participating Entity election, occurring on the second Saturday in May and a resulting runoff, if necessary, and the first Tuesday after the first Monday in November and a resulting runoff, if necessary within all Participating Entity territory located in Travis County. If a runoff is necessary, the Participating Entity shall work with the Election Officer to determine a mutually acceptable run-off date; in the event that the Participating Entity and any other entity for which the County is providing election services or for which the County is conducting a joint election, do not agree on a run-off date, the Participating Entity agrees to whichever run-off date is selected by the Election Officer.
- (B) If the Participating Entity determines it is necessary to conduct an election during a time other than that specified in I.(A), the Election Officer and a representative designated by the Participating Entity will meet as soon as possible to determine the feasibility of the Election Officer conducting such an election. If both parties agree that the Election Officer will administer this election, the new election will be based on all other applicable provisions of this agreement.
- (C) Except as otherwise provided in this agreement, the term “Election Officer” refers to the Travis County Clerk.
- (D) Except as otherwise provided in this agreement, the term “precinct” means all precincts in the territory of the Participating Entity within Travis County.
- (E) Except as otherwise provided in this agreement, the term “fiscal year” refers to a time period that begins on October 1 and closes on September 30 of each year.
- (F) Except as otherwise provided in this agreement, the term “election services” refers to services used to perform or supervise any or all of the duties and functions that an election officer determines necessary for the conduct of an election. Except as otherwise provided in this agreement, the term “cost for election services” includes the costs for

personnel, supplies, materials, or services needed for providing these services as permitted by the Texas Election Code. The term does not refer to costs relating to the use of the voting equipment.

- (G) Except as otherwise provided in this agreement, the cost for “use of voting equipment” is the amount the Participating Entity agrees to pay the County for use of the County’s DRE equipment.
- (H) The Participating Entity agrees to commit the funds necessary to pay for election-related expenses for Participating Entity elections.
- (I) The Election Officer has the right to enter into agreements with other entities at any time, including during the dates listed in I.(A).
- (J) As a condition for providing election services and equipment usage, the Election Officer may require authorities of political subdivisions holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The Participating Entity agrees to enter into any joint election agreement required by the County.

II. PARTICIPATING ENTITY’S USE OF VOTING EQUIPMENT

- (A) The County shall make available to the Participating Entity their current and future-acquired voting system as authorized under Title 8 of the Election Code, subject to reasonable restrictions and conditions imposed by the Election Officer to ensure availability of the equipment for County-ordered elections, primary elections, and subsequent runoff elections. The Election Officer may impose reasonable restrictions and conditions to protect the equipment from misuse or damage.

III. APPOINTMENT OF ELECTION OFFICER

- (A) The Travis County Election Officer (“Election Officer”) is appointed to serve as the Participating Entity’s Election Officer and Early Voting Clerk to conduct the Participating Entity’s elections described in Section I.
- (B) As the Participating Entity’s Election Officer and Early Voting Clerk, the Election Officer shall coordinate, supervise, and conduct all aspects of administering voting in Participating Entity elections in compliance with all applicable law.
- (C) The Participating Entity shall continue to perform those election duties listed in (1) through (8) below and any other election duties that may not be delegated to another governmental entity:

- (1) preparing, adopting, and publishing all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the Participating Entity necessary to the conduct of an election;
 - (2) preparing federal Voting Rights Act election pre-clearance submissions to the Department of Justice, other than changes in a joint election conducted under this agreement that directly affect the County;
 - (3) preparing the text for the Participating Entity's official ballot in English and Spanish, or other languages as required by law;
 - (4) providing the Election Officer with a list of candidates or propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the official ballot;
 - (5) conducting the official canvass of a Participating Entity election;
 - (6) administering the Participating Entity's duties under state and local campaign finance laws;
 - (7) having a Participating Entity representative serve as the custodian of its election records; and
 - (8) filing the Participating Entity's annual voting system report to the Secretary of State as required under Chapter 123 et seq. of the Texas Election Code.
- (D) The Participating Entity shall also be responsible for proofing and attesting to the accuracy of all ballot language and format information programmed by the County. This includes any information programmed for use with the audio or tactile button features of the equipment. The Participating Entity will also monitor and review all logic and accuracy testing and mandatory recounts held prior to and after the election. The Participating Entity will complete its duties within timeframes as prescribed by the County. If the Participating Entity finds any discrepancies or concerns, it will immediately report them to the Election Officer and work with her to resolve any issues so that final approval can be reached.
- (E) The President of the Participating Entity will assist the County whenever possible when the conduct of the election requires assistance from Participating Entity departments and staff. The Secretary of the Participating Entity will serve as Regular Early Voting Clerk for the Participating Entity to receive requests for applications for early voting ballots, and forward these applications to the Joint Early Voting Clerk. The Secretary of the Participating Entity will serve as the Custodian of Records for the Participating Entity to complete those tasks in the Election Code that the Election Officer will not perform.

IV. ELECTION WORKERS AND POLLING PLACES

- (A) The County shall provide a list for presentation to the governing body of the Participating Entity, containing a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body in accordance with Texas Election Code Chapter 85. The Election Officer will designate and confirm all Election Day polling place locations.
- (B) The Election Officer will assume the responsibility for recruiting election personnel; however, if by the 5th day before the Election, the Election Officer reports vacancies in positions for election judges, alternate judges, election day clerks, early voting ballot board, receiving substation clerks, or any other key election personnel, the Participating Entity shall provide emergency personnel in these positions.
- (C) The Election Officer shall notify each of the election judges and alternates of their appointment and the eligibility requirements that pertain to them and to the selection of election day clerks. Included in this notification will be the number of clerks that each precinct should have in addition to the election judge and alternate judge. The election judges and/or the alternates are responsible for recruiting and supervising their clerks.
- (D) All election workers must agree to attend training sessions as determined by the Election Officer. Costs for these training sessions and compensation for attendees will be included as part of the election service costs.
- (E) During any election and any subsequent runoff election that involve entities in addition to the Participating Entity, the Election Officer will work with all parties to find a plan that can be agreed upon regarding polling places. If agreement cannot be reached, the Election Officer will resolve the differences. In all cases, emergency polling place changes will be made by the Election Officer.

V. BUDGET INFORMATION

- (A) Not later than February 15 of each year, the Participating Entity shall provide to the Election Officer a forecast of Participating Entity elections for the next two fiscal years.
- (B) Not later than March 15 of each year, Travis County shall provide to the Participating Entity, based on the confirmed forecasts of each jurisdiction for which the County performs election services or with which the County participates in joint elections, a projection of the Participating Entity's election costs per year for each of the next two fiscal years. The forecast shall include:
 - (1) a forecast of elections for all jurisdictions for which the County performs election services or with which the County participates in joint elections.

- (2) the precincts to be used for each election and each jurisdiction described in Subsection 1.
- (3) for each election, the Participating Entity's projected share of election costs determined by this contract and relative to other jurisdictions for which the County performs election services or with which the County participates in joint elections. In the case of a joint election, the Participating Entity's projected share of election costs will be determined on a pro rata basis using the following method. The number of precincts each participating entity has involved in an election will be added together. The proportional percentage of that sum for each entity will be calculated. The proportional cost for each participating entity for election services will be calculated by multiplying the proportional percentage of each participating entity by the total cost of the election. The product of these numbers is the pro rata cost for each entity. For Participating Entities with fewer than 50 precincts, a not-to-exceed flat rate will be determined in accordance with Exhibit A, which is attached hereto and incorporated herein for all purposes. After each election the formula that produces the lowest figure will be used for final billing purposes.
- (4) If a flat fee is not used in calculating the Participating Entity's projected share of election costs relative to other jurisdictions for which the County performs election services in addition to the projected itemized election costs, Travis County shall include a fee to be charged by the Election Officer equal to 10% of the Participating Entity's projected share of the total costs of each election, as described in Section VI., excluding the costs of voting equipment, which are described in Section VII.

VI. PAYMENTS FOR ELECTION SERVICES

- (A) Payments for the use of voting equipment are addressed separately in Section VII. of this agreement.
- (B) Not later than the 50th day before an election, the Participating Entity will make a payment equal to 75% of the total of the Participating Entity's projected share of election costs according to the most recent calculation presented by the Election Officer under Section V.(B)(3) of this agreement. In case of a cancellation of an election by the Participating Entity, the Participating Entity will notify the Election Officer on or before 11:59 p.m. on the 60th day before the election whether it expects to be able to cancel its election, and on or before 11:59 p.m. on the 53rd day before the election if that election will or will not be cancelled. Notwithstanding the provisions in IX. (B), the County and the Participating Entity agree that notice under VI.(B) can be provided via e-mail to the County at election@co.travis.tx.us and cc to gail.fisher@co.travis.tx.us. Email notification shall be sent by the attorney for the Participating Entity, Ken Campbell. No deposit will be due if the Election Officer receives final written notice on or before 11:59 p.m. of the 53rd day before the election that an election will be cancelled. Within thirty days after receipt of an election cost schedule or bill setting forth the Election Officer's actual contract expenses and charges incurred in the conduct of the election, the

Participating Entity shall pay the Election Officer the remaining 25% of the expenses and charges, or the balance due where the cost schedule or bill has been revised. Payment shall be made from current revenues available to the Participating Entity. If there is a runoff election, the Participating Entity will make a payment equal to 75% of the projected costs for the runoff election immediately after receiving that projected cost from the Election Officer. The projected share of election costs will include the 10% fee for election services as discussed in VI.(C).

- (C) The Election Officer will charge a fee for election services, as described in Section VI, equal to 10% of the total costs of each election excluding the costs of voting equipment. Costs for use of voting equipment are described in Section VII. In the event of a joint election, this 10% fee will be divided on a pro rata basis among all entities involved in the election in the same method as described in Section V.(B)(3). If the flat fee calculated in accordance with Exhibit A is found to be the lesser of the two amounts, the 10% fee is included in that flat fee charge.
- (D) For elections that do not have a runoff election, the County will send the Participating Entity a final invoice of election expenses not later than the 45th day after an election. For elections that do have a runoff, the County may send the Participating Entity a final invoice of election expenses not later than the 45th day after the runoff election. This invoice may include expenses for both elections. The total amount due according to these invoices shall be offset by any payments made for “upfront” costs or made in accordance with Subsection (B) of this section. The County shall prepare the invoice to include:
 - (1) an itemized list of each election expense incurred;
 - (2) the corresponding budget estimate for each item listed;
 - (3) for each final invoice item, the Participating Entity’s pro rata share of costs will be expressed as a percentage of the total cost of the item for all jurisdictions for which Travis County performs election services;
 - (4) an itemization of any adjustments or credits to the first post-election invoice; and
 - (5) the total payment due from the Participating Entity for any portion of the Participating Entity’s costs not included in the Participating Entity’s payment under Subsection V.(B) or not included as payment for an “upfront” cost;
- (E) The Participating Entity shall promptly review an election invoice and supporting documentation when received from the County. The Participating Entity may audit, during normal business hours, relevant County election or accounting records upon reasonable notice to the County. The Participating Entity shall pay the entire final invoice or the undisputed portion of the final invoice not later than the 30th day after receiving the invoice.

VII. PAYMENTS FOR USE OF VOTING EQUIPMENT

- (A) The Election Officer shall conduct elections using the voting system that the Election Officer administers in the conduct of County elections, as approved by the Secretary of State in accordance with the Texas Election Code unless otherwise agreed upon by both parties.
- (B) The Participating Entity shall make payments to Travis County as consideration for the use of the County's DRE equipment. The Participating Entity shall pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (C) If the Participating Entity holds an election on a date when the County is holding a general or special November election, the Participating Entity is not charged any cost for equipment usage. However, if a runoff election is necessary after a November election, the Participating Entity will pay for equipment usage.
- (D) In the event of a joint election not occurring in November, the cost for equipment usage per entity is determined by taking the cost per election and multiplying it by the proportional cost factor for that entity. If the flat fee is charged in accordance with Exhibit A, the participating Entity will pay the lesser of the two amounts.
- (E) If the Participating Entity holds an election on a date other than as listed in Section I.(A), the Participating Entity will pay \$5 for each unit of electronic voting system equipment installed at a polling place; and \$5 for each unit of other electronic equipment used to conduct the election or provide election services.
- (F) Payment by the Participating Entity to the County for DRE equipment is due 30 days after receipt of billing as part of the final payment for election costs as discussed in Section VI.(D).
- (G) If the County acquires additional equipment, different voting equipment, or upgrades to existing equipment during the term of this contract, the charge for the use of the equipment may be renegotiated.

VIII. COMMUNICATIONS

- (A) The Participating Entity and the Election Officer shall each designate a member of their staff to serve as the primary contact for the respective offices under this agreement and provide the name and contact information for that individual to each entity.
- (B) Throughout the term of this Agreement, the Participating Entity and the County will engage in ongoing communications issues related to Participating Entity elections, the

use of County's voting equipment, and the delivery of services under this agreement and, when necessary, the County Clerk, elections division staff members, and other election workers shall meet with the Participating Entity to discuss and resolve any problems which might arise under this Agreement.

- (C) The Election Officer shall be the main point of media contact for election information related to election administration. The Participating Entity shall designate a contact to be the main point of contact for matters related to the content of the Participating Entity's ballot or candidates.

IX. MISCELLANEOUS PROVISIONS

(A) Amendment/Modification

Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of the County has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the Commissioners Court of Travis County, Texas. No official, representative, agent, or employee of the Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the Participating Entity. Dana DeBeauvoir, Travis County Clerk, may propose necessary amendments or modifications to this Agreement in writing in order to conduct a Joint Election smoothly and efficiently, except that any such proposals must be approved by the Commissioners Court of the County and the governing body of the Participating Entity.

(B) Notice

Any notice to be given hereunder by any party to the other shall be in writing and may be effected by personal delivery, by certified mail, or by common carrier. Notice to a party shall be addressed as follows:

Travis County Emergency Services District No. 14
ATTN: President
15406 Fm 2769
Volente, TX 78641

TRAVIS COUNTY
Honorable Dana DeBeauvoir, Travis County Clerk
1000 Guadalupe Street, Room 222
Austin, Texas 78701

Cc: Honorable David Escamilla, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701

Notice by hand-delivery is deemed effective immediately, notice by certified mail is deemed effective three days after deposit with a U.S. Postal Office or in a U.S. Mail Box, and notice by a common carrier, is deemed effective upon receipt. Each party may change the address for notice to it by giving notice of such change in accordance with the provisions of this Section.

(C) Force Majeure

In the event that the performance by the County of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence not occasioned by its own conduct, whether such occurrence be an act of God or the result of war, riot, civil commotion, sovereign conduct, or the act or condition of any persons not a party or in privity thereof, then it shall be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

(D) Venue and Choice of Law

The Participating Entity agrees that venue for any dispute arising under this Agreement will lie in the appropriate courts of Austin, Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

(E) Entire Agreement

This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreements, including prior election services contracts and prior agreements to conduct joint elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.

(F) Severability

If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; and, parties to this Agreement shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.

(G) Breach

In the event that Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law.

(H) Payments from Current Revenues

Payments made by the Participating Entity in meeting its obligations under this Agreement shall be made from current revenue funds available to the governing body of the Participating Entity. Payments made by the County in meeting its obligations under this Agreement shall be made from current revenue funds available to the County.

(I) Other Instruments

The County and the Participating Entity agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.

(J) Third Party Beneficiaries

Except as otherwise provided herein, nothing in this Agreement, expressed or implied, is intended to confer upon any person, other than the parties hereto, any benefits, rights or remedies under or by reason of this Agreement.

(K) Other Joint Election Agreements

The County and the Participating Entity expressly understand and acknowledge that each may enter into other Joint Election Agreements with other jurisdictions, to be held on Election Day and at common polling places covered by this Agreement.

(L) Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

(M) Addresses for Payments

Payments made to the County or the Participating Entity under this agreement shall be addressed to following respective addresses:


Elections Division
Travis County Clerk
P.O. Box 149325
Austin, Texas 78751

Travis County Emergency Services District No. 14
ATTN: Treasurer
15406 Fm 2769
Volente, TX 78641

- (N) This agreement is effective upon execution by both parties and expires on (July 1, 2011) and renews automatically for (two) additional (three)-year terms unless one party notifies the other party in writing that it wants to terminate the agreement.
- (O) Either party may terminate this agreement for any reason upon providing 60 days written notice to the other party.
- (P) The individuals below have been authorized to sign this Agreement.

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement in multiple copies, each of equal dignity, on this ____ day of _____, 200__.

**Travis County Emergency Services
District No. 14**

BY: 
Lonnie Moore
Vice-President and Secretary

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

Exhibit A

Pricing Schedule for Entities with fewer than 50 precincts

Note: Each Participating Entity is responsible for its Department of Justice submission, publishing its notice of election, submitting ballot language in English and Spanish, proofing of its ballot, and canvassing its returns (Travis County supplies the results of the canvass).

Election Day polling location flat rate:

\$1675 each location

(\$1500 for operating costs +\$150 for 10% admin fee + \$25 for equipment usage fee)

This rate is a not-to-exceed rate for each polling location. When determining polling locations, the goal is for all Participating Entities to agree on the polling locations for their common areas. In most cases the larger entities determine the sites and precinct combinations for polling locations. If a Participating Entity has precincts that are not shared with another entity, the Participating Entity may choose to combine locations.

Each Election Day location has one judge, one alternate judge, and one or two clerks. If the location is shared with other jurisdictions, this cost is divided according to the number of jurisdictions at that location and the percentage of population for that jurisdiction at that location. Cost includes 10% admin fee and equipment usage fee.

Election Day polling location proportional rate:

Cost depends upon participation

If a large number of entities participate in an election, and a proportional rate of the actual costs is the less expensive alternative for the Participating Entity, Travis County will charge the proportional cost instead of the flat rate cost. In other words, Travis County will charge the lesser of the two amounts.

Additional Early Voting Options:

Operation of an Early Voting location as part of the Travis County regular Mobile Voting program:

Per day \$275

All of the Participating Entity's voters within Travis County have access to all of the Travis County Early Voting sites in each election at no additional cost. If Travis County does not run a permanent or mobile site in a Participating Entity's area, the Participating Entity may request a mobile unit for one to five days. This would include Travis County staff setting up and breaking down the equipment daily, trained staffing of the location, and Travis County law enforcement securing the equipment in the Travis County Elections Division's safe at 5501 Airport on a daily basis.



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session

Prepared By: Edward Howell, Constable Precinct 2 Office, 854-6371

Elected/Appointed Official/Dept. Head: Adan Ballesteros, Constable Precinct 2

Sponsors: Judge Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on request for additional funds to support a second Bailiff for JP2

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

To handle the increased workload, Justice of the Peace Glenn Bass will put the second courtroom at Precinct 2 into operation thus the need for additional courtroom security.

STAFF RECOMMENDATIONS:

Enter Staff Recommendations here

ISSUES AND OPPORTUNITIES:

Enter Issues and Opportunities here

FISCAL IMPACT AND SOURCE OF FUNDING:

This will be an ongoing cost that the County will have to support for courtroom security

REQUIRED AUTHORIZATIONS:

Constable Precinct 2 Office	Adan Ballesteros	Pending
Planning and Budget Office		Pending
County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



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: April 12, 2011

To: Judge Sam Biscoe, Commissioner Ron Davis, Commissioner Sarah Eckhardt,
Commissioner Margaret Gomez, and Commissioner Karen Huber.

From: Constable Adan Ballesteros
Judge Glenn Bass

Re: Request for Bailiff in Second Court Room.

Dear Commissioners,

Constable Precinct 2 respectfully requests a Court Bailiff position for FY11 requirements to be filled at the earliest possible opportunity. The Justice of the Peace is in support of this request. Judge Bass the newly elected official in our building is now operating his second court room full time. The Court Bailiff is needed to fill the duties in the second court room that is now fully operational. At times we have accommodated the court by bringing additional deputies as needed from the field to cover the other courtroom. However, with the increase of civil process and warrants, the amount of work has reached a point where it may begin to have a negative impact on the service Constable Pct.2 is providing to the citizens of Travis County. Constable Pct.2 does not currently have the staffing to support this workload properly.

Constable Pct.2 currently has 24 Law Enforcement FTE's.

The Breakdown for these positions is as follows:

Constable Ballesteros and Chief Morales are not available for Bailiff Duties.

Three are Sergeants.

Three Deputies are committed to coverage on inter local agreements.

Three are assigned to building security.

One is a Bailiff.

Six Deputies run civil process

Six Deputies work warrant collections.

LGC: Chapter 86 , SubChapter (C)(e) 86.021

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES.

(e) The constable shall attend each justice court held in
the precinct.



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

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



With the increased volume and case load that Justice of the Peace Precinct 2 has experienced the need to run two court rooms simultaneously has arisen. The precinct is the most populous, largest and the Justice of the Peace Precinct 2 sees the largest volume of cases of any of the JP courts. However at this point in time we are lacking a Bailiff to cover this additional courtroom. Constable Precinct 2 does its best to cover these additional duties; however this leads to shortages in areas that are critical to our performance. Judge Glenn Bass in conjunction with Constable Ballesteros believes the time has come to request the additional Deputy. The Bailiff is Statutorily Mandated for the Courtroom. This item was discussed previously in open court in FY07 CC agenda 12/18/07 Item (6). At that time however the need for a second bailiff was not taken into consideration because there was no timeline for when the second court would be up and running. We are requesting that PBO also include this position in the FY12 budget for Constable Pct.2.

Constable Pct.2 Bailiff Deputy

Salary Expense:	\$44,291.10	Deputy one, Step one.
Total Benefits:	\$17,601.00	
Training Cost:	\$500.00	One time expense.
Equipment Cost:	\$2,500.00	Taser and Body Armor (one time expense)
Uniforms Cost:	\$500.00	One time expense.

Total Position Cost \$65,392.10 (Overall Cost)

This addition will allow our current deputies to perform their mandated duties more effectively. The request is a joint request from Constable Pct.2 and Justice Courts Pct.2. Constable Pct. 2 and Justice Courts Pct.2 met with the Planning and Budget Office in regards to this position. CN2 had requested an additional bailiff in FY10, CN2 did not receive that position.

Respectfully Submitted,

Adan Ballesteros
Travis County Constable Pct.2



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 REAPPOINTMENT OF EFREN BRITO TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF EFREN BRITO TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2012.

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	04/26/2011 9:32 AM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	04/26/2011 9:32 AM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

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

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

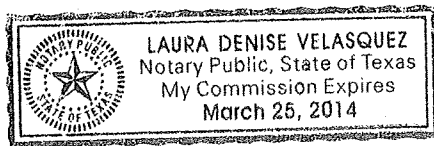
The undersigned makes this affidavit as specified to clearly state that his/her appointment to Texas Co. ESD #2 Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

In witness thereof, the undersigned has signed and sealed this instrument on this the 9 day of Dec 2010.

Efren Brito
Signature of Appointee

12-9-10
Date

Personally appeared before the undersigned, Efren Brito, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 9th day of December 2010.



(seal)

Laura Denise Velasquez
Notary Public In and for The State of Texas



Application for Appointment

Board/Commission:

Name (Last, First, Middle): Brito, Efrén, Lujan	
Home Address (Street, City, Zip): 2409 Spring Wagon Ln Austin Tx 78728	Home Phone: 512-762-5546
Mailing Address (Street, City, Zip): same	Cell Phone: 512-762-5546
Employer: IBM	Email: efren@codlaustinpcds.com
Occupation: sales	FAX Number:

- 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 9-12 hours 13-16 hours More than 16 hours

Skills and Experience:

- | | | |
|--|---|--|
| <input type="checkbox"/> Advertising | <input checked="" type="checkbox"/> Finance/ Budget | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising | <input type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input type="checkbox"/> Government | <input type="checkbox"/> Public Relations |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input checked="" type="checkbox"/> Sales |
| | | <input checked="" type="checkbox"/> Writing/ Communication |

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.

See attached statement.

Also, I'm experienced in sales, negotiations,
and real-estate.

Local Realtor

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: _____

Eron B...

Date: 12-9-10

I, Efren Brito, intend to serve and complete the two-year term as a ESD board member and will attend 80% or more of the montly meetings.

My goal is to continue to serve ESD#2 such that all major milestones, goals, and objectives are met. I also will continue to question every action the board and fire department takes such that the interest and safety of the public are best served.

Efren Brito

Efren Brito

2409 Spring Wagon Lane
Austin, TX 78728
(512) 762-5546
efren@coolaustinpads.com

OBJECTIVE: Seeking a client focused engineering Sales/Field-Applications role requiring professional and technology experience gained from extensive circuit layout, design, and application experience. Ideal position will be with a progressive company that values the demonstrated ability to understand the business factors impacting technology purchasing decisions.

EDUCATION

- *MSEE*, Texas Tech University, 09/99 - 05/01; GPA: 3.5/4.0
- *MSEE*, Universidad de las Americas-Puebla, Mexico, 12/98 - 09/99; GPA: 3.8/4.0
- *BSEE*, Texas Tech University, 09/95 - 12/98; GPA: 3.22/4.0

EXPERIENCE

IBM, Austin, TX

06/01 - Present

PowerPC/Standard Product/ Game Console/Cell BE Application Engineer

- Currently managing technical aspects of customer relations, coordinating with department heads, technical leads, manufacturing teams, product engineering, sales teams and field application engineers to maximize adoption success at customer site.
- Function as point person with non-IBM business partners to converge on documentation specs such that they meet end client requirements.
- Integrate customer feedback to assist with long-term product development and market positioning.

Input/Output Characterization Lead

- Lead the Austin site characterization efforts to verify 60Xe bus interface met desired electrical spec across multiple variations of manufactured parts, supply voltages, temperatures, and workloads. Through automation and perl scripting, test time was reduced from 6hours/module to 1hour/module.

VLSI Custom Circuit / Array Designer, STI (Sony, Toshiba, IBM) Cell Design Center

- Designed 6T CAM/SRAM domino type memory arrays including:
 - Layout design and formal verification of all related tools such as power, DRC, LVS, METH, noise, and timing
 - Exhaustive spice simulation ensuring array will function with process and technology variations
- Provided testsight / testchip data such as:
 - Verification vectors, layouts, duty cycle correction, and bit fail maps for assigned arrays and one dynamic carry look ahead adder
- Responsible for the design of low power, high performance, custom static/domino circuits
- Center of Competency for the RLM (Random Logic Macro) methodology:
 - Responsible for the logic synthesis and analysis, from technology based netlists to layout, of approximately 125 RLMs
 - Main driving force behind the automation of RLM synthesis and build methodologies.
- Worked closely with unit level integration and timing team to converge on placement, sizing, and timing.

Texas Tech University, Lubbock, TX

09/99 - 06/01

Research Assistant

- Performed failure analysis of pulsed powered thyristors for military applications (rail guns)

Cryovac, Sealed Air Division, Wichita Falls, TX

01/97 - 05/97; 08/97 - 01/98; 05/98 - 08/98

Co-op Intern

- Laminator SOC Upload/Download (Estimated Annual Savings: \$262,000)
- High Voltage (52KV DC) Deck Tester, Performed Failure Analysis of Radiation Equipment including High Voltage Power Supplies (500KV DC) and Electron Beam Accelerators

ACHIEVEMENTS

- Featured on the cover of *Technica* magazine for the article, "CELLing the Future"
- Annual HENAAC Conference speaker
- Currently serve on the Board of Commissioners for Travis County Emergency Services District #2

LANGUAGES: Spanish



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 REAPPOINTMENT OF TERRY STRUBLE TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2012.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

CONSIDER AND TAKE APPROPRIATE ACTION ON REAPPOINTMENT OF TERRY STRUBLE TO SERVE AS COMMISSIONER TO EMERGENCY SERVICES DISTRICT NO. 2 BOARD EFFECTIVE IMMEDIATELY THROUGH DECEMBER 31, 2012.

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	04/21/2011 1:00 PM
Commissioner Precinct 2 Office	Sarah Eckhardt	Completed	04/21/2011 1:00 PM
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

Commissioner Eckhart

11/29/2010

I would enjoy continuing to serve on the Board of TCESD #2 for the next two years, I would like to be involved in the potential discussions and solutions to the areas of concern that face ESD #2 such as continued growth, expansion of the district's stations and manpower, EMS issues, working with the City of Pflugerville on joint issues of concern.

I probably have a 95% attendance record over my years of service and am certainly will make the same commitment for the coming two years.

Thanks You

Terry L Struble

RESUME
TERRY L. STRUBLE

Graduated Jimtown High School, Elkhart Ind., May 1960

Served in US Navy 5/60 through 5/63 receiving honorable discharge

Worked in electrical construction in New Jersey, Indiana, & Texas from 5/63 until retiring 12/31/08. Worked as a Journeyman, Foreman, Estimator and project manager.

Late in 1963 I joined the Cinnaminson Vol. Fire Dept, (N.J), advanced through the ranks of line officers and served as Chief for 8 years, gaining considerable experience in command and administrative areas. Left in 1980 as a life member.

I have served on the Board of TCESD #2 for nearly 20 years, was originally appointed to the RFP Board and served through the transition to ESD. I have served as chairman of the building committee from 1996 through the current date. While chairman, the District built four new stations and a training center, which I am quite proud of.



Application for Appointment

Board/Commission:

Name (Last, First, Middle): STRUBLE, TERRY L.	
Home Address (Street, City, Zip): 1524 FREESTONE DR.	Home Phone: (512) 251-1613
Mailing Address (Street, City, Zip): PFLUGERVILLE, TX 78660	Cell Phone: (512) 207-0171
Employer: N/A	Email: t1s21300@sbcglobal.net
Occupation: RETIRED	FAX Number:

Are you a Travis County Resident? Yes No

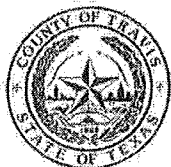
What Precinct do you live in? Precinct 1 Precinct 2
 Precinct 3 Precinct 4

How much time can you devote each month? 5-8 hours 13-16 hours
 9-12 hours More than 16 hours

Skills and Experience:

- | | | |
|--|--|---|
| <input type="checkbox"/> Advertising | <input type="checkbox"/> Finance/ Budget | <input type="checkbox"/> Marketing |
| <input type="checkbox"/> Administration Management | <input type="checkbox"/> Fund Raising | <input type="checkbox"/> Operations |
| <input type="checkbox"/> Child Care | <input checked="" type="checkbox"/> Government | <input type="checkbox"/> Public Relations |
| <input type="checkbox"/> Consulting | <input type="checkbox"/> Health Care | <input type="checkbox"/> Public Safety |
| <input type="checkbox"/> Education | <input type="checkbox"/> Human Resources | <input type="checkbox"/> Public Speaking |
| <input type="checkbox"/> Event Planning | <input type="checkbox"/> Legal | <input type="checkbox"/> Sales |
| | | <input type="checkbox"/> Writing/ Communication |

Other: CONSTRUCTION AND PRIOR FIRE SERVICE EXPERIENCE



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.

I HAVE SERVED ON THE ESD2 BOARD FOR NEARLY 20 YEARS AND I HAVE BEEN INVOLVED IN THE GOOD GROWTH YEARS AND EXPANSION OF THE DISTRICT'S FACILITIES AND HUMAN RESOURCES. I WOULD LIKE TO BE INVOLVED IN FUTURE FUNDING AND EMERGENCY MEDICAL SERVICES ISSUES.

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: _____

A handwritten signature in black ink, appearing to be "Johnny [unclear]", is written over a horizontal line.

Date: 11/23/2010

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

Terry Struble _____ 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 Travis County ESD #2 _____ Board of Directors will not create a conflict of interest on his/her part or on the part of any immediate family member.

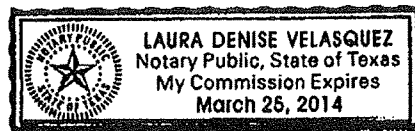
In witness thereof, the undersigned has signed and sealed this instrument on this the 22nd ___ day of ___ November _____ 2010 ___.

[Signature]
Signature of Appointee

11/22/2010
Date

Personally appeared before the undersigned, Laura Denise Velasquez, who after being duly sworn, deposes and states that the facts stated in the above affidavit are true. Signed on this 22 day of November 2010.

[Signature]
Notary Public In and for The State of Texas
(seal)





Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 Commissioners Court Minutes for the Voting Session of March 29, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

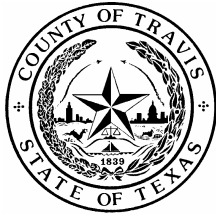
na

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Commissioners Court Tuesday, March 29, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Roll Call

Meeting called to order on March 29, 2011, in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

Public Hearings

1. Receive comments regarding a plat for recording in Precinct Four: Lewis Ramirez Subdivision (Final Plat - One Lot – 1.003 Acres – F.M. 812 and Lonesome Lane). (Commissioner Gómez) (Action Item #24)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
ABSENT: Sarah Eckhardt, Margaret J. Gómez

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, Transportation and Natural Resources (TNR)

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
ABSENT: Sarah Eckhardt, Margaret J. Gómez

2. Receive comments regarding a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 1367 and 1368 of the Amended Plat of Apache Shores, Section Three – a subdivision in Precinct Three. (Commissioner Huber) (Action Item #25)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
ABSENT: Sarah Eckhardt, Margaret J. Gómez

Members of the Court heard from:

Anna Bowlin, Program Manager, Planning and Engineering, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
ABSENT: Sarah Eckhardt, Margaret J. Gómez

3. Receive comments on a proposed street name assignment for an unnamed road be known as "Wind Farm Road" off Cameron Road, in Precinct Two. (Commissioner Eckhardt) (Action Item #26)

MOTION: Open the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Karen L. Huber
ABSENT: Sarah Eckhardt, Margaret J. Gómez

Members of the Court heard from:

Steve Manilla, County Executive, TNR

MOTION: Close the Public Hearing.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Sarah Eckhardt, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Karen L. Huber
ABSENT: Margaret J. Gómez

Citizens Communication

Members of the Court heard from:

Gus Peña, Travis County Resident
Ronnie Gjemre, Travis County Resident
Dr. John K. Kim, Travis County Resident

Special Items

4. Consider and take appropriate action on an order concerning outdoor burning in the unincorporated areas of Travis County.

Members of the Court heard from:

Hershel Lee, Travis County Fire Marshal

Clerk's Note: The County Judge announced that by taking no action, the prohibition against outdoor burning stays in place.

RESULT: **DISCUSSED**

5. Consider and take appropriate action on the following:
 - a. Receive Proclamation from the Governor's Office recognizing March as "Purchasing Month" in Texas and Travis County; and

- b. Honor Judge Perkins for his 18 years of service on the Travis County Purchasing Board.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
The Honorable Bob Perkins, Judge, 331st District
Marvin Brice, Construction Procurement Management, Purchasing

MOTION: Receive the Proclamation in 5.a from the Governor's Office.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Proclamations and Resolutions

- 6. Approve Proclamation and receive certificate declaring Travis County as a StormReady Community.

Members of the Court heard from:

Pete Baldwin, Emergency Management Coordinator, Travis County Emergency Services
Joe Arellano, Chief Meteorologist, National Weather Service
Paul Yura, Warning Coordination Meteorologist, National Weather Service

MOTION: Approve the Proclamation in Item 6.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Administrative Operations Items

- 7. Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,017,707.55, for the period of March 11 to March 17, 2011.

RESULT: **ADDED TO CONSENT**

- 8. Consider and take appropriate action on proposed routine personnel amendments.

RESULT: **ADDED TO CONSENT**

- 9. Consider and take appropriate action on automobile total loss claim recommendations for the period November 1, 2008 through November 30, 2010.

- a. TCSO unit 2453 - Settle
- b. TCSO unit 2867 - Settle
- c. TCSO unit 3147 - Settle
- d. TCSO unit 2420 - Settle
- e. TCSO unit 2125 - Settle

- f. TCSO unit 2881 - Settle
- g. TCSO unit 2707 - Settle
- h. TNR unit P3026 - Settle
- i. TCSO unit 2866 - Settle
- j. TCSO unit 3113 - Settle

RESULT: ADDED TO CONSENT

- 10. Consider and take appropriate action on corrections to pay grades 33, 34 and 35 of the classified pay scale.

Members of the Court heard from:

Todd Osburn, Compensation Manager, Human Resources Management Department
(HRMD)

MOTION: Approve Item 10.
RESULT: **APPROVED [4 TO 1]**
MOVER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
NAYS: Ron Davis

- 11. Consider and take appropriate action regarding a proposed electric utility easement for the City of Austin at the new SMART Building located at 3404-B FM 973.

RESULT: ADDED TO CONSENT

- 12. Consider and take appropriate action on request from Travis County Sheriff's Office to use the Skyline Club on April 30, 2011 for the annual Volunteer Appreciation Banquet and to waive all fees.

RESULT: ADDED TO CONSENT

- 13. Consider and take appropriate action on request to approve the first option to renew the lease between Texas RioGrande Legal Aid, Inc. and Travis County for lease space at 4920 North IH-35.

Clerk's Note: The County Judge noted that by approving Item 13 the Court authorized the lease option for one year but would like to increase the lease to three years if possible.

RESULT: ADDED TO CONSENT

- 14. Consider and take appropriate action on the following:

- a. The adoption of a performance evaluation tool for County Executives;

Members of the Court heard from:

Diane Blankenship; Director; HRMD

MOTION: Adopt the performance evaluation tool recommended by the Executive Management Team.

A Friendly Amendment to the previous Motion was made by Judge Biscoe to add the question “What, if anything, can the Court do to help you perform your duties at maximum efficiency and effectiveness?” to the performance evaluation tool.

Acceptance of the Friendly Amendment was made by Commissioner Eckhardt and Commissioner Gómez.

RESULT: **APPROVED [3 TO 0]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Karen L. Huber

- b. Scheduling of County Executive performance reviews for Fiscal Year 2011; and
- c. Scheduling a Work Session for the County Executives to establish performance goals for Fiscal Year 2012.

Members of the Court heard from:

Diane Blankenship, Director, HRMD
Rodney Rhoades, Executive Manager, Planning and Budget Office (PBO)
Sherri Fleming, County Executive, Travis County Health, Human Services, and Veterans' Services (TCHHS&VS)

MOTION: Establish a schedule of self-evaluation in April, a Court Executive Session evaluation in May and a retreat/work session in June, 2011 for the County Executives.

RESULT: **APPROVED [3 TO 0]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Sarah Eckhardt, Margaret J. Gómez
ABSTAIN: Ron Davis
ABSENT: Karen L. Huber

- 15. Consider and take appropriate action on request from Art Alliance Austin to allow placement of a piano on County property during month of April for the “Play Me, I’m Yours” initiative.

Members of the Court heard from:

Roger El Khoury, Director, Facilities Management
Meredith Powell, Executive Director, Art Alliance Austin

MOTION: Approve Item 15.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Justice and Public Safety Items

- 16. Receive the Fiscal Year 2010 Annual Report for the Austin Travis County Reentry Roundtable.

Members of the Court heard from:

Kimberly Pierce, Planning Manager, Criminal Justice Planning (CJP)
Jeri Houchins, Administrative Director, Austin/Travis County Reentry Roundtable
Darla Gay, Planning Manager, Travis County District Attorney’s Office

RESULT: DISCUSSED

Purchasing Office Items

17. Approve contract award for employee performance monitoring and appraisal software to the highest qualified respondent, Halogen Software, Inc.

Members of the Court heard from:

Cyd Grimes, Purchasing Agent
Joe Harlow, Interim County Executive, Information and Telecommunications Systems (ITS)
Diane Blankenship; Director; HRMD
Dana DeBeauvoir, Travis County Clerk
Susan Bell, Chief Deputy, County Clerk's Office

MOTION: Approve Item 17.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Karen L. Huber, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

18. Approve Modification No. 5 to Contract No. 10K00250LP, STR Constructors, for Milton Reimers Ranch Park.

RESULT: ADDED TO CONSENT

19. Approve Modification No. 1 to Contract No. 11AE0038LP, Vickrey & Associates, Inc., for Rancho Alto Road improvements design.

RESULT: ADDED TO CONSENT

20. Approve contract and contract modification for grounds maintenance – TNR parks, IFB No. B110111CW, to the low bidder, International Building Services.

RESULT: ADDED TO CONSENT

21. Consider and take appropriate action related to janitorial services at Precinct 3 Office Building, West Rural Community Center and West Rural Clinic:

- a. Terminate Contract No. 11T00125LD, American Facility Services, Inc., and
- b. Modify Contract No. 11T00148LD, Villeda Building Service, LLC.

RESULT: ADDED TO CONSENT

22. Approve Contract No. 10K00266RV, M2 Construction, for minor construction and renovation services:

- a. Job Order No. 05, for 700 Lavaca - ITS 3rd floor remodel;
- b. Job Order No. 08, for 700 Lavaca - ITS 4th floor remodel; and
- c. Job Order No. 09, for 700 Lavaca - ITS 5th floor remodel.

RESULT: ADDED TO CONSENT

23. Consider and take appropriate action on selection of the top-ranked firm based on interviews from Request For Services for Travis County Redistricting Services and authorize the Purchasing Agent to commence negotiations. (This item may be taken into Executive Session pursuant to Gov't. Code Ann 551.071, Consultation with Attorney)

Members of the Court heard from:

Jim Connolly, Assistant County Attorney
Cyd Grimes, Purchasing Agent

MOTION: Commence negotiations with Training and Assessment Professionals.
RESULT: **NO VOTE TAKEN**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Ron Davis, Commissioner

MOTION: **Substitute Motion:** Commence negotiations with Rolando Rios and Associates.
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner

Clerk's Note: The Court voted on whether to vote on the Substitute Motion before the Standing Motion.

MOTION: Vote on Substitute Motion before voting on initial Standing Motion.
RESULT: **APPROVED [3 TO 2]**
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
NAYS: Samuel T. Biscoe, Ron Davis

Clerk's Note: The Court took a Vote on the Substitute Motion at this time.

RESULT: **SUBSTITUTE MOTION APPROVED [3 TO 2]**
AYES: Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
NAYS: Samuel T. Biscoe, Ron Davis

Transportations and Natural Resources Dept. Items

24. Consider and take appropriate action on plat for recording in Precinct Four: Lewis Ramirez Subdivision (Final Plat – one lot - 1.003 acres – F.M. 812 and Lonesome Lane). (Commissioner Gómez)

RESULT: **ADDED TO CONSENT**

25. Consider and take appropriate action on a request to authorize the filing of an instrument to vacate two 5' public utility easements located along the common lot line of Lots 1367 and 1368 of the Amended Plat of Apache Shores, Section Three – a subdivision in Precinct Three. (Commissioner Huber)

RESULT: **ADDED TO CONSENT**

26. Consider and take appropriate action on the proposed street name assignment for an unnamed road to be known as "Wind Farm Road" off Cameron Road in Precinct Two. (Commissioner Eckhardt)

RESULT: **ADDED TO CONSENT**

27. Consider and take appropriate action regarding a request from Too Cool Racing, LLC, for a License Agreement to host a scavenger dash/race at Pace Bend Park in Precinct Three. (Commissioner Huber)

RESULT: ADDED TO CONSENT

Planning and Budget Dept. Items

28. Consider and take appropriate action on budget amendments, transfers and discussion items.

RESULT: NOT NEEDED

29. Review and approve requests regarding grant programs, applications, contracts and permissions to continue:
- a. Biannual application to the Office of the Attorney General to continue the Other Victim Assistance Grant in the County Attorney's Office;
 - b. Biannual application to the Office of the Attorney General to continue the Victim Coordinator and Liaison Grant in the District Attorney's Office;
 - c. Annual agreement with the Texas Department of Family and Protective Service (DFPS) for Health and Human Services and Veterans Service to continue to receive resources for youth and families participating in the Community and Family Reintegration Project;

RESULT: ADDED TO CONSENT

- d. New Interlocal with the Capital Area Council of Governments for Transportation and Natural Resources to receive one-time resources for additional scrap tire recycling;

Clerk's Note: The Court noted that the text "this exhibit is part of the contract" needs to be deleted from the Interlocal Agreement as it is no longer needed.

MOTION: Approve Item 29.d with the deletion of the above sentence.

RESULT: APPROVED [UNANIMOUS]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Ron Davis, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- e. Amendment to the Austin/Travis County Family Violence Protection Team Interlocal to correct the funding distribution and budgeted amounts for grant funded positions included in the agreement for the County Attorney's Office; and
- f. Extension of the permission to continue for the Casey Family Programs Community and Family Reintegration Project in Health and Human Services and Veterans Service for an additional three months until the forthcoming agreement is fully executed.

RESULT: ADDED TO CONSENT

30. Consider and take appropriate action on order setting date for next selection of a depository.

Clerk's Note: The County Judge noted that by approving Item 30 the date set for the next selection of depository would be May 5, 2015, unless the County can negotiate a two-year renewal of the contract to extend it to May 5, 2017.

RESULT: ADDED TO CONSENT

Health and Human Services Dept. Items

31. Receive update from Crime Prevention Institute on services provided at the Travis County State Jail.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS
Laura Smith, Executive Director, Crime Prevention Institute
Lawrence Lyman, Social Services Program Administrator, Workforce Development,
TCHHS&VS

RESULT: DISCUSSED

Other Items

32. Consider and take appropriate action on legislative matters, including:

- a. Update on legislative activities;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

RESULT: DISCUSSED

- b. Update on House Bill 1 and Senate Bill 1, the General Appropriations Act;

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

RESULT: DISCUSSED

- c. House Bill 1490, relating to the accumulation and payment of sick leave for employees in certain sheriff's departments; and

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR
Travis Gatlin, Budget Analyst, PBO
Sergeant James Hodge, Travis County Sheriff's Office, (TCSO)

MOTION: Oppose HB 1490, relating to the accumulation and payment of sick leave for employees in certain sheriff's departments.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Sarah Eckhardt, Commissioner

AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- d. Amendments to the priorities, policy positions, and the positions on other proposals sections of the Travis County legislative agenda.

Members of the Court heard from:

Deece Eckstein, Intergovernmental Relations Officer, IGR

MOTION: Add the Criminal Magistrates Bill to the priorities list.

RESULT: APPROVED [UNANIMOUS]

MOVER: Sarah Eckhardt, Commissioner

SECONDER: Margaret Gómez, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

- 33. Consider and take appropriate action on request to Appoint Judge Robert (Bob) Perkins to serve on the Board of the Historical Commission. (Commissioner Gómez)

RESULT: ADDED TO CONSENT

Executive Session Items

The Commissioners Court will consider the following items in Executive Session. The Commissioners Court may also consider any other matter posted on the agenda if there are issues that require consideration in Executive Session and the Commissioners Court announces that the item will be considered during Executive Session.

- Note 1: Gov't Code Ann 551.071, Consultation with Attorney*
- Note 2: Gov't Code Ann 551.072, Real Property*
- Note 3: Gov't Code Ann 551.074, Personnel Matters*
- Note 4: Gov't Code Ann 551.076, Security*
- Note 5: Gov't Code Ann 551.087, Economic Development Negotiations*

- 34. Receive briefing from County Attorney and take appropriate action regarding proposal for payment plan over a one year period with Bruce Lipshy to pay the County under Lease Agreement at 700 Lavaca, Suite 405. ^{1 and 2}

Judge Biscoe announced that Item 34 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

RESULT: DISCUSSED **Reset for: 4/5/2011**

- 35. Receive briefing from the County Attorney in Travis County, et al v. Darryl G. Burcham & Gay Nell Campise (Dabney Staub Gomes Resale Deed) and take appropriate action. ¹

Judge Biscoe announced that Item 35 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Dabney Staub Gomes, who has paid Travis County the sum of \$13,145.00 in cash.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge

SECONDER: Margaret J. Gómez, Commissioner

AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez

ABSENT: Karen L. Huber

- 36. Receive briefing from the County Attorney in Travis County, et al v. Charles E. Lincoln & Nancy Churchill (Rubina Anjum and Surreaya Iqbal Resale Deed) and take appropriate action. ¹

Judge Biscoe announced that Item 36 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Rubina Anjum and Surreaya Iqbal, who have paid Travis County the sum of \$3,166.00 in cash.

RESULT: APPROVED [UNANIMOUS]

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

37. Receive briefing from the County Attorney in Travis County, et al v. Charles Edward Lincoln (Rubina Anjum and Arez Anjum Resale Deed) and take appropriate action. ¹

Judge Biscoe announced that Item 37 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Rubina Anjum and Arez Anjum who have paid Travis County the sum of \$3,639.00 in cash.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

38. Receive briefing from the County Attorney in Travis County, et al v. Terra Properties (Jojumama Co. Resale Deed) and take appropriate action. ¹

Judge Biscoe announced that Item 38 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Authorize the County Judge to sign on behalf of the Commissioners Court the proposed tax resale deed to Jojumama Co., which has paid Travis County the sum of \$4,174.60 in cash.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

39. Consider and take appropriate action regarding the West Corporation d/b/a Intrado, Inc. lease agreement at 700 Lavaca. ^{1 and 2}

Judge Biscoe announced that Item 39 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney and Gov't. Code Ann. 551.072, Real Property.

MOTION: Approve the second amendment to the lease and authorize Roger El Khoury, Director, Facilities Management to finalize the attachment. If there are significant changes or the need for further action by the Court, that the matter be brought back to the Commissioners Court for further action.

RESULT: **APPROVED [UNANIMOUS]**

MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

40. Receive briefing from County Attorney and take appropriate action regarding the offer to settle Travis County's claims against Rashad Robertson for damages to a guardrail. ¹

Judge Biscoe announced that Item 40 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

MOTION: Counter the offer with \$100.00 a month for 18 months for approximately half the amount that is owed for the damage of the guardrail.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

41. Receive briefing from retained outside counsel and take appropriate action in Alicia Perez v. Travis County. No. 1:11-CV-00019-LY. ¹

Judge Biscoe announced that Item 42 would be considered in Executive Session pursuant to Gov't. Code Ann. 551.071, Consultation with Attorney.

Members of the Court heard from:
John Hille, Assistant County Attorney

MOTION: Authorize Joe Harlow, Interim County Executive, Information and Telecommunications Systems (ITS) to work with outside legal counsel to preserve the requested documents and to participate in the discovery process as appropriate and necessary to complete that litigation.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Samuel T. Biscoe, Judge
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
ABSENT: Karen L. Huber

Consent Items

Members of the Court heard from:
John Hille, Assistant County Attorney
Ronnie Gjemre, Travis County Resident

MOTION: Approve the following Consent Items: C1–C2 and Agenda Items 7, 8, 9.a–j, 11, 12, 13, 18, 19, 20, 21.a–b, 22.a–c, 24, 25, 26, 27, 29.a–c, 29.e–f, 30, and 33.
RESULT: **ADOPTED [UNANIMOUS]**
MOVER: Ron Davis, Commissioner
SECONDER: Samuel T. Biscoe, Judge
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

C1. Receive bids from County Purchasing Agent.

C2. Approve payment of claims and authorize County Treasurer to invest County funds.

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 9:00 AM, Voting Session

Prepared By: Sarah C. Sumner, Transportation and Natural Resources, 854-9383

Elected/Appointed Official/Dept. Head: Steven Manilla, County Executive

Sponsors: Commissioner Huber

AGENDA LANGUAGE:

Approve the setting of a public hearing for June 7, 2011 to receive comments regarding a request for the following in Precinct Three: Partial Cancellation of Lots 15-19 Block DDD Montebella Subdivision (Partial Cancellation – 5 Lots – 2.96 Acres – Linkview Drive).

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This partial cancellation consists of 5 single family lots that will be replatted with lots from the adjacent Skywest Ranch in a preliminary plan called Montebella North. Additional right-of-way is being dedicated to create a road for property owners to be able to take access through Skywest Ranch onto Hamilton Pool Road. No fiscal or parkland fees are required.

STAFF RECOMMENDATIONS: As this partial cancellation meets all Travis County standards, TNR staff recommends approval of the cancellation.

ISSUES AND OPPORTUNITIES: Staff has not received any inquiries about this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

NA

REQUIRED AUTHORIZATIONS:

Transportation and Natural Resources	Anna Bowlin <i>AB</i>	Completed	04/14/2011 1:25 PM
Transportation and Natural Resources	Cynthia McDonald	Completed	04/14/2011 2:01 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/15/2011 3:58 PM
Transportation and Natural Resources	Steven Manilla	Completed	04/15/2011 1:52 PM
Transportation and Natural Resources	Carolyn Barrett	Completed	04/15/2011 3:58 PM
Commissioner Precinct 3 Office	Karen L. Huber	Pending	
County Judge's Office	Cheryl Aker	Pending	
Commissioners Court	Cheryl Aker	Pending	

§ EXHIBIT 82.201 (B)

PARTIAL CANCELLATION OF "Lots 15-19 Block DDD Montebella Subdivision"

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, Montebella Subdivision, is recorded in Document number 201000112 of the Travis County, Texas, Official Records; and

WHEREAS, The Travis County Commissioners Court by Order authorized the undersigned owners of Lots 15-19 Block DDD Montebella Subdivision to cancel Lots 15-19 Block DDD Montebella Subdivision;

NOW, THEREFORE:

Pursuant to the provisions of Chapter 232.008 of the Texas Local Government Code, the owners of Montebella Subdivision, do hereby cancel Lots 15-19 Block DDD, provided, said subdivision shall, however, otherwise remain in full force and effect.

EXECUTED THE DAYS HEREAFTER NOTED.

DATE

OWNER'S SIGNATURE

William J. Maddux

Peggy A. Maddux

ACKNOWLEDGMENT (FOR EACH OWNER)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

This instrument was acknowledged before me on the ____ of _____, 2011, by
__William J. Maddux_____, in the capacity stated herein.

Signature of Notary

My Commission Expires:

(Printed Name of Notary)

This instrument was acknowledged before me on the ____ of _____, 2011, by
__Peggy A. Maddux_____, in the capacity stated herein.

Signature of Notary

My Commission Expires:

(Printed Name of Notary)

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

On _____, 2011, the Travis County Commissioners Court approved the partial cancellation of the subdivision known as Lots 15-19 Block DDD Montebella Subdivision, as described above.

EXECUTED, this _____ day of _____, 2011.

Dana Debeauvoir, County Clerk
Travis County, Texas

By: _____
Deputy

Return to:
Travis County TNR
Attention:
P.O. Box 1748
Austin, TX 78767

March 22, 2011

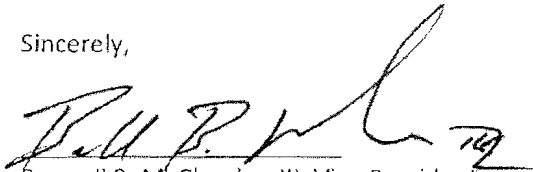
William (Jeff) and Peggy Maddux
13200 Bee Cave Parkway
Austin, Texas 78738

Re: Montebella North

Dear Jeff and Peggy:

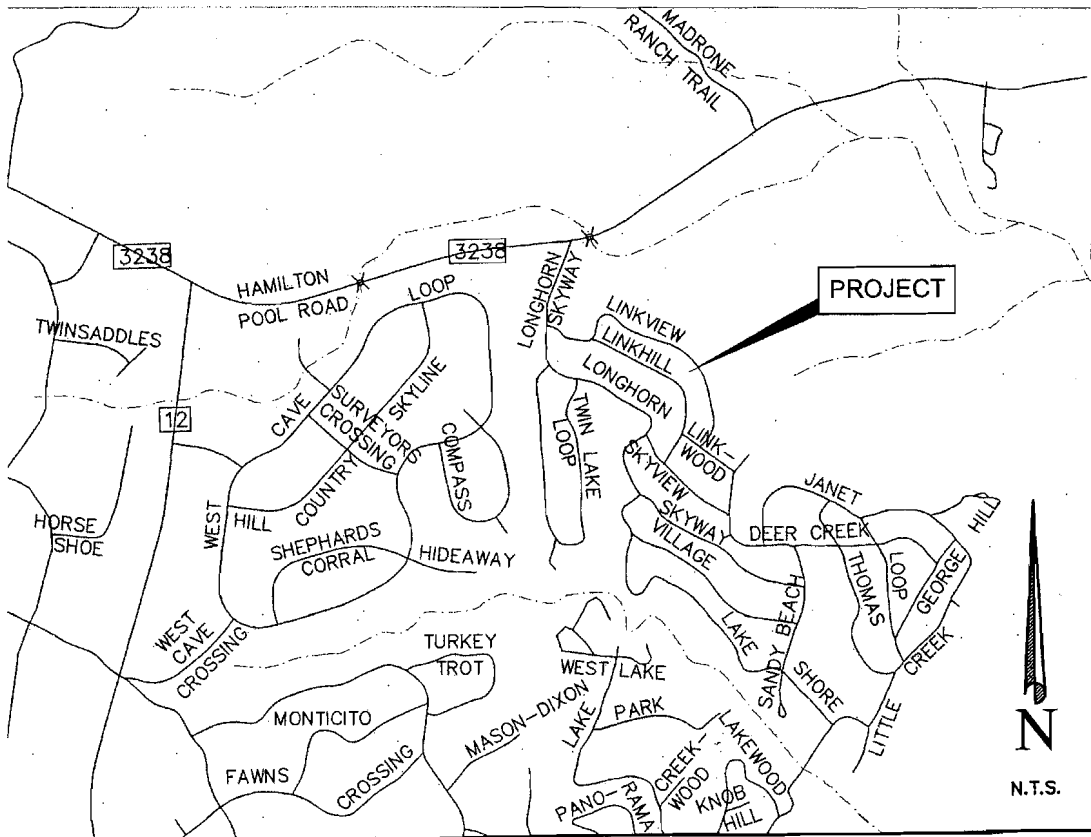
Please consider this letter as our "Non Objection" letter for the removal of Lots, 15, 16, 17, 18 and 19, Block DDD from the existing plat of Montebella Subdivision, recorded in Document No. 201000112 of the Official Public Records of Travis County. This "Non Objection" is qualified for the sole purpose of replatting the area currently utilized by these lots, to facilitate the alignment of Cirrus Drive north of its intersection with Link View Drive, and further creating seven (7) larger lots to be a minimum of one (1) acre each, all as shown on the preliminary plat of Montebella North, as prepared by Delta Survey Group Inc., dated January 2011, a copy of which is attached to this letter.

Sincerely,

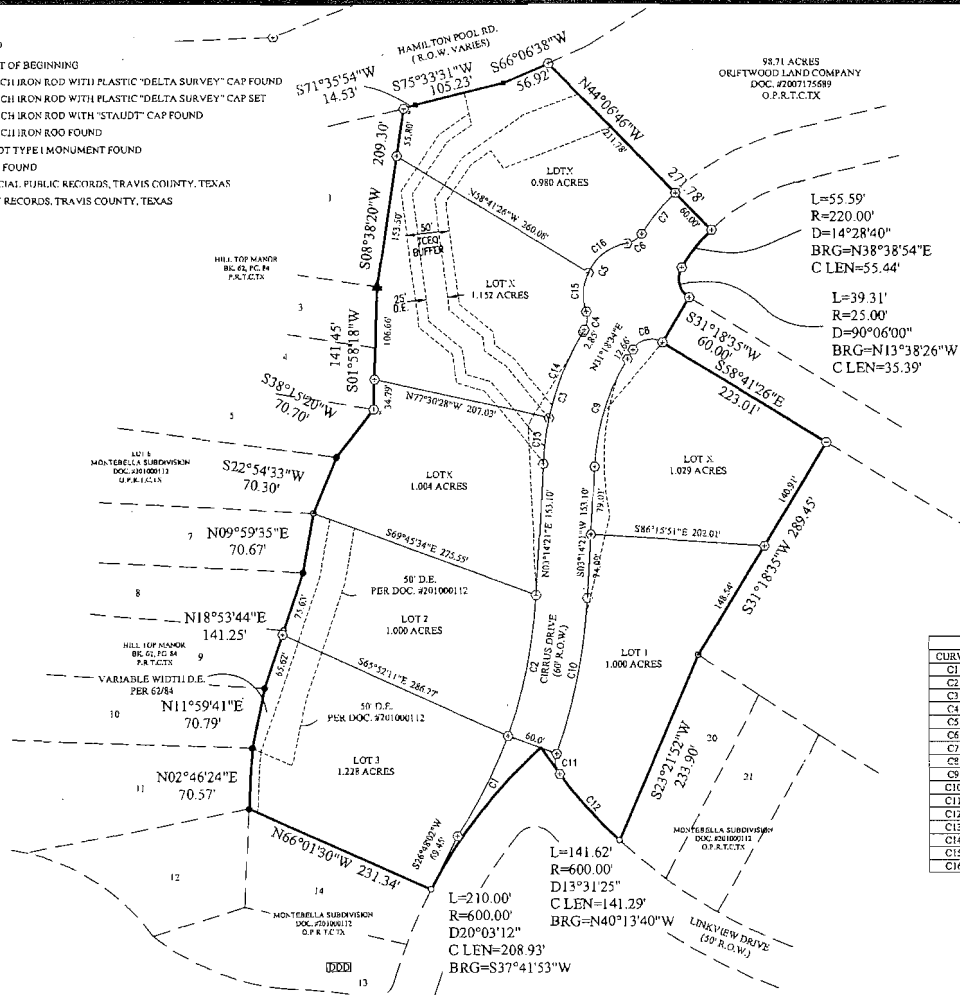
A handwritten signature in black ink, appearing to read "Burwell B. McClendon III", with a stylized flourish at the end.

Burwell B. McClendon III, Vice President
Continental Homes of Texas, L.P.
12554 Riata Vista Circle, 2nd Floor
Austin, Texas 78727

Montebella Revised Plat Location Map



- LEGEND**
- P.O.B. POINT OF BEGINNING
 - 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP FOUND
 - ⊙ 1/2 INCH IRON ROD WITH PLASTIC "DELTA SURVEY" CAP SET
 - ⊙ 1/2 INCH IRON ROD WITH "STAUBT" CAP FOUND
 - 1/2 INCH IRON ROD FOUND
 - ⊙ TXDOT TYPE I MONUMENT FOUND
 - NAIL FOUND
 - O.P.R.T.C.TX OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - P.R.T.C.TX PLAT RECORDS, TRAVIS COUNTY, TEXAS



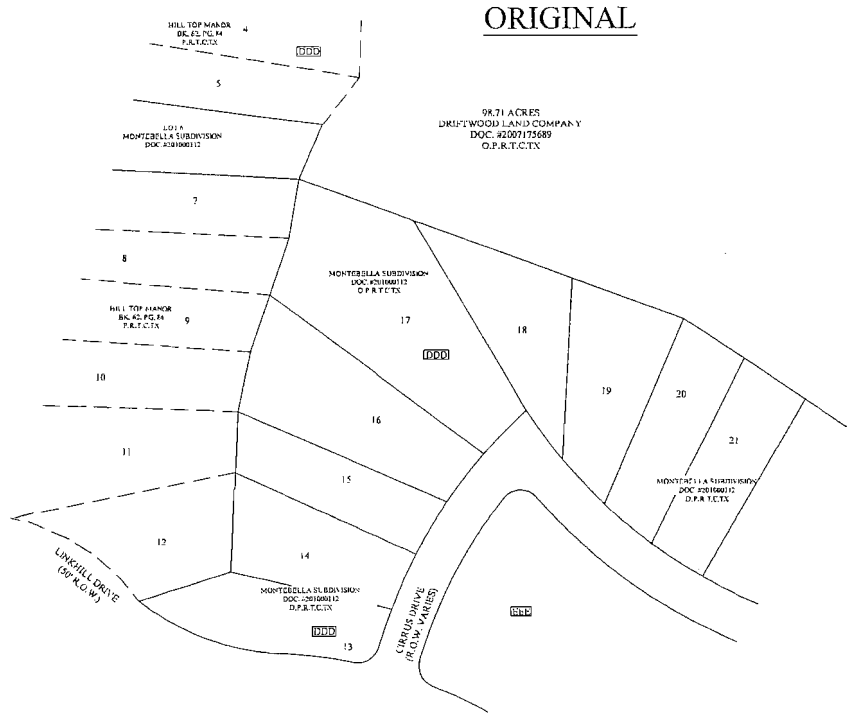
1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 TRAVIS COUNTY, TEXAS
 JANUARY 2011

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	570.00'	130.70'	130.42'	N26°56'02"E	13°08'17"
C2	570.00'	167.07'	166.47'	N11°38'08"E	16°47'38"
C3	330.00'	161.67'	160.06'	S17°16'29"W	28°04'10"
C4	25.00'	21.68'	21.00'	N66°58'10"E	49°04'47"
C5	60.00'	104.21'	91.60'	S31°23'10"W	59°50'41"
C6	25.00'	20.90'	20.30'	N57°11'36"E	47°53'56"
C7	280.00'	61.75'	61.66'	S39°33'56"W	12°38'36"
C8	25.00'	39.27'	35.25'	S76°18'34"W	90°00'00"
C9	270.00'	132.27'	130.96'	S17°16'29"W	28°04'10"
C10	630.00'	184.65'	184.00'	N11°58'08"E	16°47'38"
C11	25.00'	24.92'	23.90'	S08°31'28"E	57°06'51"
C12	600.00'	103.76'	103.63'	S42°02'08"E	9°54'28"
C13	330.00'	53.29'	53.23'	S07°51'58"W	91°5'09"
C14	330.00'	108.38'	107.89'	S21°54'03"W	18°49'02"
C15	60.00'	45.76'	44.66'	S03°28'45"W	43°41'56"
C16	60.00'	58.45'	56.16'	S53°14'08"W	55°48'51"

NOTES:
 BEARING BASIS: STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE, NAD83/HARN

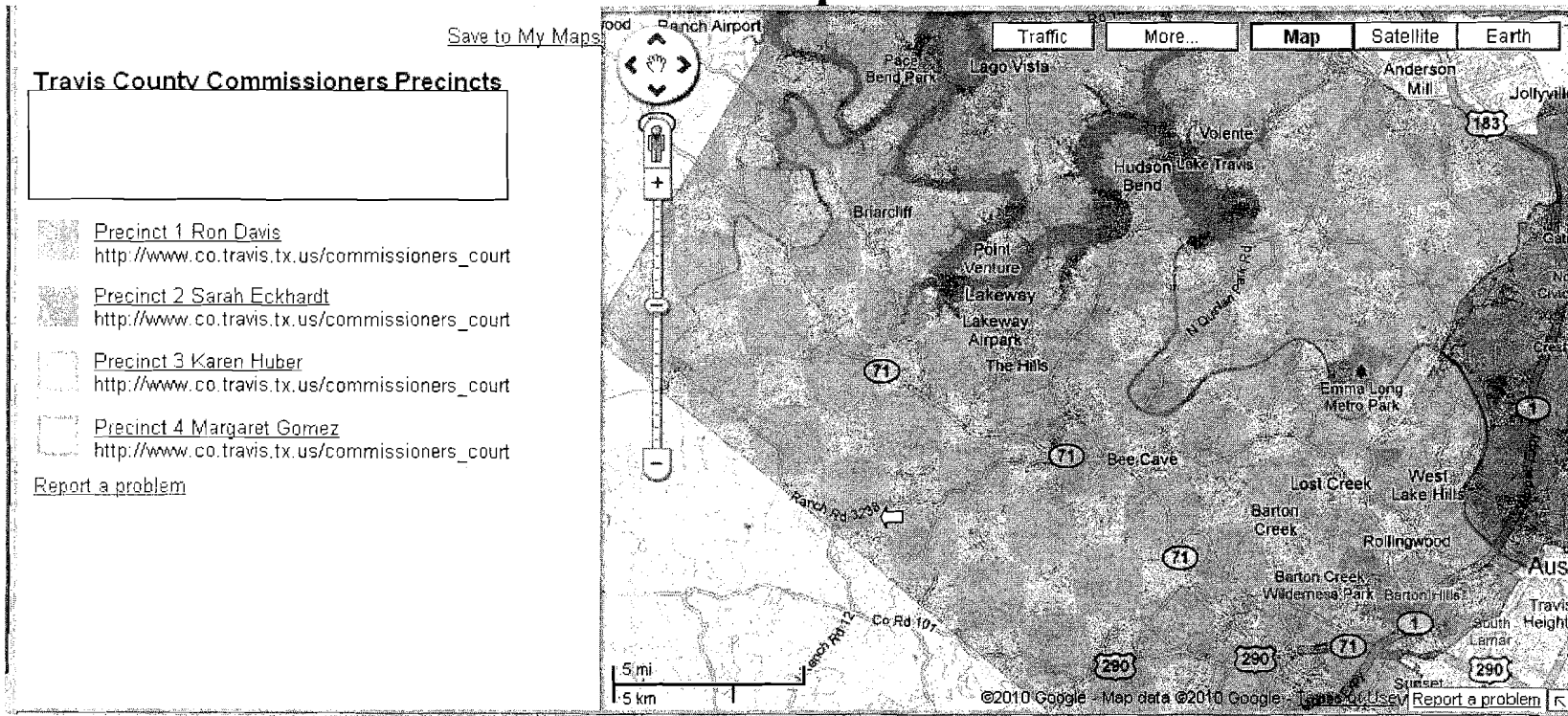
REPLAT

ORIGINAL



1" = 100'
 JUAN RODRIGUEZ SURVEY NO. 42
 TRAVIS COUNTY, TEXAS
 JANUARY 2011

Montebella Revised Plat Precinct Map





Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 Sessions March 29 and April 5, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

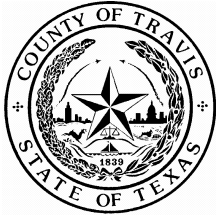
na

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, March 29, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on March 29, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Minutes for the Northwest Travis County Road District No. 3 (Golden Triangle) Tuesday, April 5, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on April 5, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

RESULT: NOT NEEDED

2. Approve the Northwest Travis County Road District No. 3 Minutes for the Voting Sessions of March 1, 8, and 15, 2011.

MOTION: Approve Item 2.
RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



Travis County Commissioners Court Agenda Request

Meeting Date: 5/3/2011, 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 Travis County Bee Cave Road District No. 1 Minutes for the Voting Session of March 29, 2011.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

na

FISCAL IMPACT AND SOURCE OF FUNDING:

na

REQUIRED AUTHORIZATIONS:

County Judge's Office	Cheryl Aker	Pending
Commissioners Court	Cheryl Aker	Pending



Minutes for the Travis County Bee Cave Road District No. 1 (Galleria) Tuesday, March 29, 2011 Voting Session

Minutes Prepared by the Travis County Clerk
512-854-4722 • www.co.travis.tx.us • PO Box 149325, Austin, TX 78714-9325

Meeting called to order on March 29, 2011 in the Ned Granger Building, Commissioners Courtroom, 1st Floor, 314 W. 11th St., Austin, TX. Dana DeBeauvoir, County Clerk, was represented by Deputy Gillian Porter.

Samuel T. Biscoe	County Judge	Present
Ron Davis	Precinct 1, Commissioner	Present
Sarah Eckhardt	Precinct 2, Commissioner	Present
Karen L. Huber	Precinct 3, Commissioner	Present
Margaret J. Gómez	Precinct 4, Commissioner	Present

1. Approve payment of claims and authorize County Treasurer to invest Road District funds.

MOTION: Pay the claims in Item 1.
RESULT: **APPROVED [4 TO 0]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Karen L. Huber, Commissioner
AYES: Samuel T. Biscoe, Sarah Eckhardt, Karen L. Huber, Margaret J. Gómez
ABSTAIN: Ron Davis

Minutes approved by the Commissioners Court

Date of Approval

Samuel T. Biscoe, Travis County Judge



**Corporations Agenda Request
Travis County Housing Finance Corporation**

Meeting Date: 5/3/2011, 9:00 AM, Voting Session
Prepared By: Harvey Davis, Corporations, 854-4743
Elected/Appointed Official/Dept. Head: Harvey Davis, Corporations & Assistant
Investment Manager

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve Neighborhood Stabilization Program Contract No. 770900000157 Contract Extension No. 1.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

We request your approval to extend our NSP contract until November 2011 so we can complete our reimbursement process.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Corporations	Harvey Davis	Completed	04/26/2011 2:50 PM
Planning and Budget Office	Leroy Nellis	Completed	04/26/2011 4:20 PM
County Judge's Office	Cheryl Aker	Completed	04/27/2011 8:06 AM
Commissioners Court	Cheryl Aker	Pending	

TRAVIS COUNTY HOUSING FINANCE CORPORATION

DATE: May 3, 2011
TO: Board of Directors
FROM: Andrea Shields, Manager *Andrea Shields*
SUBJECT: NSP Contract No 77090000157 Contract Extension No. 1

We request your approval to extend our NSP contract until November 2011 so we can complete our reimbursement process.

cc: Cliff Blount, Attorney
Rodney Rhoades, Executive Manager, Planning and Budget
Leroy Nellis, Budget Director



TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

www.tdhca.state.tx.us

Rick Perry
GOVERNOR

Michael Gerber
EXECUTIVE DIRECTOR

BOARD MEMBERS

C. Kent Conine, *Chair*
Gloria Ray, *Vice Chair*
Leslie Bingham Escareño
Tomas Cardenas, P.E.
Thomas H. Gann
Juan S. Muñoz, Ph.D.

April 26, 2011

Travis County Housing Finance Corporation
314 W. 11th Street, Suite 540
Austin, Texas 78701

Re: NSP Contract No 77090000157
Contract Extension No. 1

Dear Mr. Biscoe,

Enclosed for your review and approval are two original sets of Contract Extension No. 1 of your NSP contract. Upon review and approval, please sign and date designated area and forward back to me. Once both copies are signed by TDHCA's Executive Director, I will mail an original set to you for your records.

Please let me know if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Marie Esparza".

Marie Esparza
NSP Program Specialist
TDHCA

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

NEIGHBORHOOD STABILIZATION PROGRAM

CONTRACT NO. 77090000157

TRAVIS COUNTY HOUSING FINANCE CORPORATION

CONTRACT EXTENSION NO. 1 ("First Contract Extension")

STATE OF TEXAS

COUNTY OF TRAVIS

Section 1.

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas ("Department") and the Travis County Housing Finance Corporation, a Texas Housing Finance Corporation ("Contractor"), hereinafter collectively referred to as "Parties," do hereby contract and agree to amend and extend their original contract, as initially executed by the Parties to be effective September 1, 2009.

Section 2.

Under the authority described in Section 16 of the Contract and under 10 TAC Section 9.4 (1), and for valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereby agree to further Extend the Contract in the manner provided herein below:

1. Exhibit C to the Contract, "PROJECT IMPLEMENTATION SCHEDULE", is replaced in its entirety with the attached amended Exhibit C (consisting of one (1) page).

Section 3.

This First Contract Extension shall become effective on the last date of execution of this Contract Extension by both Parties.

Section 4.

Except as amended hereby, the terms of the Contract identified in Section 1, shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this First Contract Extension, and the Contractor hereby acknowledges and reaffirms its liability thereunder. In the event of an inconsistency between this First Contract Extension and the terms of the Contract as amended by First Contract Extension, this Contract Extension shall govern.

Section 5.

By signing this First Contract Extension, the Parties hereto expressly understand and agree that this First Contract Extension shall become a part of the Contract identified above in Section 1 above as though it were set forth word for word therein.

WITNESS OUR HANDS EFFECTIVE: Housing Finance Corporations authorized under the provisions of the Texas Housing Finance Corporation Act, Texas Government Code, Chapter 394.

CONTRACTOR:

TRAVIS COUNTY HOUSING FINANCE CORPORATION,
a Texas Housing Finance Corporation

By: _____
Name: Samuel T. Biscoe, President

Date: _____

THIS CONTRACT EXTENSION IS NOT EFFECTIVE UNLESS SIGNED BY THE EXECUTIVE DIRECTOR OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS, OR HIS/HER AUTHORIZED DESIGNEE.

APPROVED AND ACCEPTED ON BEHALF OF:

DEPARTMENT:

TEXAS DEPARTMENT OF HOUSING AND
COMMUNITY AFFAIRS, a public and official agency
of the State of Texas

By: _____
Name: Michael Gerber, Executive Director
Its: Duly authorized representative

Date: _____

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
NSP CONTRACT NO. 77090000157
Travis County Housing Finance Corporation
CONTRACT EXTENSION NO. 1 ("First Contract Extension")

Eligible Use: A (Financing Mechanisms)

Permanent Financing/Homebuyer Assistance	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	1 Yr.Contract Extension
MILESTONES AND THRESHOLDS	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	30-Nov-11
3-Month Milestone																
General Environmental Clearance			X													
6-Month Milestone																
Acquisition 100% Obligated						X										
Site-specific Environmental Clearance						X										
Environmental Clearance (if not tiering)						X										
Addresses (activities) set-up in System						X										
9-Month Milestone																
All contract funds 100% Obligated									X							
9-Month Threshold																
Contract 30% Expended									X							
15-Month Threshold																
Contract 100% Expended (less reserved administration)															X	X

CONTRACT START DATE
 September 1, 2009

CONTRACT END DATE
 November 30, 2011