



Item 1 and 23

Travis County Commissioners Court Agenda Request

February 28,

Meeting Date: ~~January 10~~, 2012

Prepared By/Phone Number: Elizabeth Montgomery, 854-3124

Elected/Appointed Official/Dept. Head: David Escamilla, County Attorney

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on revisions to Chapter One of the Travis County Code, Commissioners Court Rules of Procedure.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: N/A

STAFF RECOMMENDATIONS: N/A

ISSUES AND OPPORTUNITIES: N/A

FISCAL IMPACT AND SOURCE OF FUNDING: N/A

REQUIRED AUTHORIZATIONS:

John Hille, County Attorney, 854-9513

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

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January 5, 2012

Honorable Samuel T. Biscoe
Travis County Judge
P.O. Box 1748
Austin, Texas 78767

Re: Committees and Boards Policy; Our File No. 61.561

Dear Judge Biscoe:

Enclosed you will find the revisions to Section 1.017 of the County Code, dealing with Appointments to Committees and Boards. I believe I have captured the direction the Commissioners Court provided on December 13, 2011.

I am providing you these changes along with several others to Chapter One that have been requested or are needed due to changes in County practice. Please contact me if you have any questions or comments on the Policy.

Sincerely,

John C. Hille, Jr.
Director, Transactions Division

JCH:erm

Chapter 1. Commissioners Court Rules of Procedure

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1.001 Intent of Rules¹

The following Rules of Procedure are adopted by the Travis County Commissioners Court as directory rules to promote the orderly conduct of its business and to make its formal methods of operation known to citizens who have business before the Court.

1.002 Meeting Place and Times²

- (a) The Commissioners Court will meet routinely in the Commissioner's Courtroom, 1st Floor, Travis County Administration Building, 314 W. 11th Street, Austin, Texas. Commissioners Court, Executive Sessions, Public Hearings and other special meetings may be held at the following locations: Travis County Courthouse, 1000 Guadalupe, Travis County Courthouse Annex, N.L. Gault Building, 1010 San Antonio, City Council Chambers of all municipal governments in Travis County and School Board meeting rooms of all school districts in Travis County.
- (b) The Commissioners Court will meet in a Voting Session at 9:00 a.m. on Tuesdays, unless special notice is given to the contrary.

¹ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

² Sections 1.001 through 1.004 amended 2/3/1998, Item 3

Chapter 1 – amendments added through 11/25/2008

1.003 Preparation of Court Agenda^{3 4}

(a) Voting Session

- (1) Requests for items to be placed on the Court's Voting Session Agenda must be received in the office of the County Judge, 5th floor, -Travis County Administration Building, by 12:00 noon on Tuesdays, seven (7) days in advance of the Voting Session.
- (2) An item to be considered by the Commissioners Court must be placed on the agenda by a member of the Court. The item must be presented to the Court member in the following manner:
 - (A) With an explanatory memorandum, in standard briefing format, from an County Executive Manager or an Elected Official, or, in the case of (1) purchases of items to be used by all departments and offices, or (2) a purchase wherein the County Executive Manager or Elected official requests that a routine item be handled by the Purchasing Agent, from the Purchasing Agent;
 - (B) If the agenda item is a purchase of a good or service, then it shall include documentation to reflect review and approval from the Purchasing Agent;
 - (C) If the agenda item involves a budget revision, then it shall include documentation to reflect review and comment from the Planning and Budget Office;
 - (D) If the agenda item involves a contract or needs a legal opinion to support the action proposed, then it shall include documentation to reflect review and comment from the County Attorney's Office;
 - (E) Commitment that all witnesses and individuals affected by the item, as determined by the Court member, have been notified the item will be placed on the agenda; and
 - (F) With a copy of any document required to implement the item that requires signature of the Judge or all members of the court.
- (3) Requests to place items on the Court's agenda must be made ~~in~~ writing on a form provided by the County Judge's Office for that purpose.
- (4) Written materials to be reviewed by the Commissioners Court in Voting Session must be submitted to the County Judge's Office in

³ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁴ Sections 1.003 and 1.004 amended 9/4/2001, Item 32.

completed form at the time the item is requested to be placed on the Court's agenda.

- (5) Each Voting Session agenda will include an item called "Citizen's Communication". Citizens do not have to turn in agenda items before the Voting Session, but should appear in person at the session.
- (6) The County Judge's office will prepare and distribute the Voting Session Agenda on Thursday preceding the date of the Voting Session. The County Judge's office will also distribute the agenda and all backup material to the commissioners Court no later than Thursday prior to the date of the Voting Session. An electronic version of the agenda will also be distributed by Thursday at 5:00 p.m. At least one copy of this backup material will be available for the public to review in the office of the County Judge.
- (7) The County Judge's office will ensure compliance with the provisions of the Texas Open Meetings Law in posting notices of all the Court's meetings.
- (8) The County Judge may group routine items without controversy together on the Court's Voting Session Agenda as "Consent Items", which items may be approved by the Court on a single motion and vote.
 - (A) Prior to consideration of the "Consent Items" the County Judge, or presiding member of the Court, will honor any request from any Court Member that an item be removed from the Consent Items and separately considered by the Court.
 - (B) Each Voting Session agenda item may, after discussion, be designated as "Consent", if appropriate, and included in the consent motion of the appropriate Voting Session. However, any single court member may prevent an item from being included in the Voting Session consent motion.
- (9) Items that are likely to be discussed in Executive Session may be grouped on the agenda with an indication under which provisions of the Texas Open Meetings Law the Executive Session will be heard.
- (10) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original documents of such contracts or agreements requiring County Judge or Commissioners Court signatures must be submitted no later than 12:00 noon on the Monday before the meeting.

1.004 General Rules^{5 6 7}

- (a) Person who gives testimony to the Commissioners court in Voting Session must first identify themselves by name and who, if anyone, or entity, they represent.
- (b) All Voting Session, Public Hearings, and meeting of the Commissioners Court will be ~~digitally audio tape~~ recorded and such ~~recording tapes~~ will be available for review by the public in the ~~office of the County Clerk Records Management Department~~ for at least two years from the date of the meeting.
- (c) Contracts and agreements to be considered by the Court must be in completed final form prior to the time they are placed on the Court's agenda. Original copies of such contracts or agreements for signatures must be submitted at the time they are placed on the Court's agenda.
- (d) ~~Except for Executive Sessions, all Voting Sessions, Public Hearings, and meetings of the Commissioners Court will be tape recorded and such tapes will be available for review by the public in the office of the County Clerk for at least two years from the date of the meeting.~~
- (ed) Except for consultation with its attorneys under the provisions of Government Code section 551.071, all Executive Sessions of the Commissioners Court will be tape recorded and the recording shall be sealed and delivered to the custody of the County Treasurer to be held for at least two years from the date of the meeting. Tapes of Executive Session may only be reviewed as provided by law.

1.005 Amending or Suspending Rules

- (a) These rules may be amended by majority vote of the Commissioners Court meeting in Voting Session.
- (b) A rule may be suspended by majority vote of the Commissioners Court.

1.0051 Amending this ~~Travis County Code Policies, Procedures, and Regulations Manual~~⁸

- (a) This ~~Travis County Code Policies, Procedures, and Regulations Manual~~ may, from time to time, be amended by order of the Commissioners Court of Travis County. All action to amend this ~~Travis County Code Policies, Procedures,~~

⁵ Section 1.004 amended 4/8/1997, Item 6.

⁶ Sections 1.001 through 1.004 amended 2/3/1998, Item 3

⁷ Section 1.004 (a) amended 9/4/2001.

⁸ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9

~~and Regulations Manual~~ shall conform to the requirements of this section and to all other requirements imposed by law, including all the requirements of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

(b) Definitions. For the purposes of this section

- (1) "Amendment" means any creation of a new policy, procedure, or regulation or an addition to or change of an existing policy, procedure, or regulation.
- (2) "Policy" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of one or more officials or employees of Travis County.
- (3) "Procedure" means those rules of operation or administration adopted by the Commissioners Court for the purpose of standardizing the accomplishment or implementation of any policy or regulation.
- (4) "Regulation" means any action taken or adopted by the Commissioners Court which purports to control, dictate, or describe the conduct of persons generally, regardless of whether they are officials or employees of Travis County.

(c) Neither the Commissioners Court nor any of its employees shall take any action or make any attempt to enforce any policy or procedure which is not included in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

- (1) Regulations not contained in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ may be enforced by the Commissioners Court and its employees, if such regulations are otherwise enforceable as a matter of law.
- (2) Any employee of the Commissioners Court who becomes aware of the existence of a regulation which is not included in this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ shall immediately request that an agenda item be placed on the next available Commissioners Court agenda to amend this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ to include such unincorporated regulation, in accordance with the procedures outlined in this section and in accordance with §1.003 hereof.

(d) Procedure for amending this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

- (1) Any Travis County official or employee desiring to amend this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ shall prepare the desired amendment in writing. The desired amendment

- shall conform to this Travis County Code Policies, Procedures, and Regulations Manual in form, style, and numbering system.
- (2) The official or employee is encouraged to:
- (A) Submit draft copies of the desired amendment to all other Travis County officials, County eExecutive managers, or department heads whose offices, areas of responsibility, or departments may or will be affected by the desired amendment and solicit their comments and advice concerning the desired amendment;
 - (B) Request the County Attorney to conduct a substantive legal review of the desired amendment; and
 - (C) Prepare an analysis of the fiscal impact the desired amendment is expected to have on the various budgets of Travis County and submit with the desired amendment a statement of any such expected fiscal impact.
- (3) The official or employee shall submit the desired amendment to the Travis County Attorney in writing on paper and in Microsoft Word format on three and one-half-inch, high-density computer disk or disks in ASCII format. If possible, the desired amendment should be submitted to the Travis County Attorney in Microsoft Word WordPerfect for Windows format.
- (4) The Travis County Attorney shall review the desired amendment to insure that it conforms to this Travis County Code Policies, Procedures, and Regulations Manual in form, style, and numbering system.
- (A) If the Travis County Attorney finds that the desired amendment fails in any way to conform to the form, style, or numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall return it to the official or employee together with written advice concerning the way or ways in which it fails to conform or, at the discretion of the Travis County Attorney and with the consent of the official or employee, the Travis County Attorney may change the desired amendment to conform to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual.
- (5) If the desired amendment conforms to the form, style, and numbering system of this Travis County Code Policies, Procedures, and Regulations Manual, the Travis County Attorney shall forward the paper and Microsoft Word computer disk copies of the desired amendment to the Travis County Judge or, at the request of the official

or employee, to another member of the Commissioners Court, together with a written opinion that the desired amendment conforms to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ and a request that it be placed on the agenda of the Commissioners Court on a date selected by the official or employee desiring the amendment. Neither the opinion regarding conformity to form, style, and numbering system nor the agenda request itself shall be construed to indicate that the Travis County Attorney has reviewed the substance of the desired amendment or that the Travis County Attorney supports the adoption of the desired amendment.

- (6) Upon receipt of a desired amendment in writing on paper and ~~Microsoft Word computer disk~~, together with the opinion of the Travis County Attorney regarding conformity to form, style, and numbering system and an agenda request, the Travis County Judge shall treat it as an agenda request pursuant to § 1.003 hereof. The Travis County Judge shall not place a desired amendment on the agenda of the Commissioners Court unless he is in receipt of an opinion of the Travis County Attorney that the desired amendment conforms to the form, style, and numbering system of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ and an agenda request therefore.
- (7) Upon adoption of an amendment by the Commissioners Court, the Travis County Judge shall forward the amendment in writing on paper and ~~Microsoft Word computer disk~~ to the Travis County Clerk, by immediately handing the paper and ~~Microsoft Word disk~~ to the Clerk or her representative in the meeting room of the Commissioners Court.
- (8) Upon receipt of an amendment from the Travis County Judge, the Travis County Clerk shall cause the amendment to be added to the official copy of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~.

1.0052 The Official Copy of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~⁹

- (a) The Travis County Clerk shall be the custodian of the official copy of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~.
- (b) The Travis County Clerk shall cause to be published copies of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~.

⁹ Sections 1.0051 and 1.0052 were added 4/11/1995, Item 9
Chapter 1 – amendments added through 11/25/2008

- (c) The Travis County Clerk shall make copies of the Travis County ~~Code Policies, Procedures, and Regulations Manual~~ available to the public and to all Travis County officials and department heads.
- (1) The Travis County Clerk shall charge members of the public an amount equal to the actual cost of publishing the copies of the Travis County Code Policies, Procedures, and Regulations Manual which they receive.
 - (2) The Travis County Clerk shall withhold delivery of a copy of the Travis County Code Policies, Procedures, and Regulations Manual to a member of the public until she has received the authorized charge therefore.
 - (3) In the event of any dispute about the actual cost of publishing, such actual cost of publishing shall be determined by the Travis County Auditor.
- (d) Each time the Travis County Clerk distributes a copy of the Travis County Code Policies, Procedures, and Regulations Manual, she shall determine whether the person to whom she is distributing the copy desires to receive any future amendments, as defined in section 1.0051(b)(1) hereof. Each person who desires to receive copies of future amendments shall be a "registered holder of the Code Manual" and shall receive a "registered copy of the Code Manual." The Travis County Clerk shall number each registered copy of the Code Manual. She shall keep an accurate record of the name and address of each registered holder of the Code Manual. Any registered holder of the Code Manual may change the name or address of the registered holder of their Code Manual or Code Manuals by written notification to the Travis County Clerk designating specifically the name and address of the new registered holder of each registered copy of the Code Manual by number of the copy.
- (1) The Travis County Clerk shall charge an annual subscription fee to registered holders of the Code Manual who are not Travis County officials, ~~County Executive managers~~, or department heads, hereinafter referred to as "private registered holders."
 - (2) The annual subscription fee shall be in the amount estimated to be the actual cost of publishing and distributing the amendments.
 - (3) The Travis County Clerk shall refuse to deliver a registered copy of the Code Manual to a private registered holder, unless she receives the annual subscription fee for the first year in advance. At the beginning of subsequent years, she shall provide all private registered holders with a statement of the annual subscription fee for the coming year and shall not deliver amendments to any private registered holder for that year, unless she receives the annual subscription fee for that

year in advance. Any registered copies which have not received copies of the amendments for a period of one (1) year shall be deleted from the list of registered copies.

- (4) In the event of dispute about the estimated cost of publishing and distributing the amendments, the estimated cost of publishing and distributing shall be determined by the Travis County Auditor.

1.006 (Available for Expansion)¹⁰

1.007 ~~Read District Policy Procedures (Attached)~~(Available for Expansion)¹¹

1.008 Partial/Periodic Reduction of Performance Security

- (a) The Travis County Judge is hereby authorized to execute statements of partial and/or periodic reductions of the amounts of letters of credit posted for the completion of subdivision street and drainage improvements when provided with the following:

- (1) a Lender's certified statement of amounts paid for completed work;
- (2) a Professional Engineer's certification of quantities of work completed;
- (3) a contractor's receipt of payment for work completed;
- (4) an inspection report from ~~TNRP.I.T.D.~~ indicating the completion of that portion of the work represented by the Contractor's invoice;
- (5) the approval of the Commissioner in whose precinct the subdivision is located; and
- (6) the approval of the ~~County Executive for TNRP.I.T.D. Director.~~

- (b) The reduction shall be for no more than ninety percent (90%) of the estimated quantities of the work completed to County specifications and shall not exceed ninety percent (90%) of the construction security.

1.009 – 1.012 (available for expansion)¹²

1.013 Tax Collector's Determination of Possible Delinquent Taxes Owed by Vendors/Providers

The Tax Collector's Office will review all contract vendor/providers to determine whether the vendor/provider owes delinquent property taxes. (added 04/29/87)

¹⁰ Section 1.006 was rescinded 9/7/1988, Item #8.

¹¹ See Chapter 83

¹² Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9

Chapter 1 – amendments added through 11/25/2008

1.014 Robert's Rules of Order

The Commissioners Court adopts Robert's Rules of Order as the official rules unless otherwise dictated by State law.

1.015 (available for expansion)¹³

1.016 Department Reorganization Guidance Procedures

- (a) Problem Identification. In this phase, we would be presented with an explanation of problems which affect the performance and/or cost of the agency. Alternatives for solving those problems would be explored, and if reorganization was a possible solution, we would be given a specific explanation of why the administrative reorganization is the desired alternative.
- (b) Assuming Phase A indicated that reorganization was appropriated, an organization chart would be developed which would result in the most functional and cost-effective approach. In this phase no consideration will be given to the existing personnel and their current job positions. The idea is to develop the best, most streamlined organization we can, without deliberately creating or eliminating positions based on the personalities currently employed by the agency. The budget and performance impact of the reorganization would be considered in adopting a reorganization plan. When the plan is adopted, formal job descriptions would be written (or amended) for the entire agency.
- (c) Analyze Effect on Current Employees. Once an organization plan is adopted, the administrator of the department will report to the Commissioners Court what effect he/she believes the reorganization will have on current personnel. In other words, which employees are to be transferred to new positions, which employees may have a job description change, and which employees may not have jobs remaining after the reorganization is implemented. The Commissioners Court will encourage (but not require) that preference be given to current employees for new jobs to prevent lay-offs. Current employees should be given some extra credit applying for these jobs and should be given training if feasible to qualify for the jobs.
- (d) Prepare Transition Plan. In addition to our Reduction-in-Force (RIF) Policy, a transition plan would be prepared showing when the reorganization would actually take effect (perhaps in stages), what changes (office moves, equipment, etc.) need to be made prior to implementation, training and orientation sessions, budget changes, and so forth. Notice would be given to

¹³ Sections 1.009 through 1.012 and 1.015 repealed 1/30/1996, Item 9
Chapter 1 – amendments added through 11/25/2008

every employee explaining the effect of the reorganization on them and the date such change would occur.

1.017 Commissioners Court Appointments to Committees and Boards¹⁴

(a) Procedure for Appointing Court Members to Entities~~Soliciting Interested Applicants~~

- (1) When any member of the Commissioners Court becomes aware of a committee vacancy, he/she shall notify the County Judge's office. The County Judge's office shall be the central repository for all committee information, including vacancies. In December of each year, the County Judge's office will provide a copy of the comprehensive list of appointments made by the Commissioners Court showing the name of the board or commission, the name, ~~address, and phone number~~ of each appointee, ~~the name(s) of the nominating member(s) of the Commissioners Court,~~ and the date of expiration of each appointment.

- (2) The County Judge will schedule an Item in January each year for the Commissioners Court to consider each appointment.

(b) Procedure for Appointing Member of the Public to Entities

(1) Uniform Appointment Process

- (A) The Uniform Appointment Process (UAP) will be used for the following Boards and Committees:

1. Capital Metro Board of Directors
2. Central Texas Regional Mobility Authority Board of Directors
3. Integral Care Board of Directors
4. Central Health Board of Managers
5. Travis Central Appraisal District Board of Directors
6. Travis County Housing Authority

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¹⁴ Section 1.017 was amended 2/27/1996, Item 6
Chapter 1 – amendments added through 11/25/2008

(B) Reappointments. Before expiration of a term, or upon a vacancy arising for an organization subject to this UAP, the County Judge shall schedule a Commissioners Court Agenda Item for a Call for Applications as described below in (C), or in the case of an existing organization member, instruct the Coordinator for Intergovernmental Relations (IGR) to determine if the member desires to continue for an additional term, and contact the organization to determine if the member has a good attendance of meetings and is a good contributor to the organization. Should the Coordinator for IGR submit an acceptable report to the County Judge, the County Judge shall schedule for Commissioners Court the consideration of the re-appointment.

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(C) Call for Application.

- (i) In all other cases other than the process set out in subsection (B) the Commissioners Court shall order a Call for Applications.
- (ii) Should the Commissioners Court order a Call, Records Management will advertise on the County website the position offered, the position criteria required by statute, regulation or contract, the Standard Application, a description of this UAP, and any preferred qualification or skill sets desired by the Court. The position will be advertised for a period of one (1) month unless the Commissioners Court directs a different time period. Records Management may bi-annually, request the Commissioners Court to update the Standard Application and criteria for each position.
- (iii) Records Management will forward all applications received to IGR for processing.
- (iv) IGR will coordinate with any County Executive(s) the Commissioners Court directs for an appointment.
- (v) IGR and the County Executive(s) will verify the applicants meet the criteria and the deadlines; then short list the Applicants to a number of candidates for interview by the Commissioners Court; and forward the names to the County Judge.

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- (vi) The County Judge will schedule a Commissioners Court Agenda Item to determine a date(s) for interviews for the candidates which the Commissioners Court chooses to interview.
- (vii) After interviews, the Commissioners Court may appoint an interviewee to the organization, or make another Call for Applications.
- (viii) The Commissioners Courts motion to appoint or reappoint the member will include the beginning and ending dates of the term to which they are appointed.

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(2) All Other Appointments

- (2) — (A) The County Judge's office, with the assistance of the Commissioner's offices, will ~~accept the responsibility of compiling~~ maintain a mailing list of all community, neighborhood, civic organizations, etc. whose memberships may be interested in serving on Travis County committees. This list will be used to notify interested persons of the Travis county committees, their purpose and current or upcoming vacancies, and to provide them with a contact for additional information. In addition to the mailing list, utilization of the county's media department, as well as featured media stories, would be made to further advertise committee information and vacancies.

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- (3) — (B) Application for appointment will be collected by any member of the Commissioners Court, with the original being provided to the County Judge's office for central record keeping purposes.

- (4) — (C) Items regarding committee appointments will be routinely placed on the Commissioners Court agenda for action. Appropriate applications will be provided as back-up material prior to court action. The deadline for placing items on the Commissioners Court agenda will apply to the committee appointments as well.

- (5) — ~~Posting of vacancies at various public locations may also be done.~~

(b) — (D) Procedure for Commissioners Court Appointments

- (1) — (i) When the Court has five (or multiples of 5) appointments to make, each member of the Court will nominate one, or for multiples, an equal number.
- (2) — (ii) When the Court has four (or eight) each Commissioner will nominate one (or equal number).
- (3) — (iii) When the Court has three (six or nine) appointments to make, the County Judge will nominate one (two or three) the Commissioners from Precincts 1 and 4 will jointly nominate one

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(two or three), and the Commissioners from Precincts 2 and 3 will jointly nominate one (two or three).

~~(4)~~ ~~(iv)~~ When the Court has two appointments to make, the Commissioners from Precincts 1 and 4 will jointly nominate one, and the commissioners from Precincts 2 and 3 will jointly nominate one.

~~(5)~~ ~~(v)~~ When the Court has one appointment to make, any member of the Court may nominate someone. To assist in this appointment, the County Judge's office will send a notice one month in advance of the expiration of such an appointee's term to the County Commissioners, indicating the name, position, and date the term expires. No sooner than two weeks after such notice is sent, but preferably prior to the expiration of the term, the County Judge will sponsor a generically worded item on the Commissioners Court agenda indicating the name of the board or commission on which there is a vacancy. During the Commissioners Court meeting on this agenda item, any member of the Commissioners Court can nominate someone for the appointment, which will then be voted upon by the Commissioners Court.

~~(6)~~ ~~(vi)~~ Regardless of who makes a nomination, all Court members will use their appointments to insure fair and appropriate representation of the community on boards and commissions.

**1.018 ~~Program Resolution Establishing Travis County Risk Management Fund~~
(Available for Expansion)**

1.019 County Vehicle Usage Policy¹⁵

(a) Administrative Responsibility

(1) The responsibility and authority to control use of County vehicles is assigned by the Commissioners Court to the Elected or Appointed Official or ~~County Executive Manager~~ to whom the vehicle has been appropriated. For example, the ~~County Executive Manager~~ for Health and Human Services is authorized to control the use of vehicles assigned to Health and Human Service, Veterans Service and Agrilife Extension departments, ~~and specifically to the Rural Community Action Program,~~ and the ~~County Executive Manager~~ for Transportation and Natural Resources is authorized to control the use of vehicles assigned to the central Vehicle Maintenance Program.

¹⁵ Section 1.019 was replaced 11/25/08, Item 14.

- (2) Subject to Chapter 40 of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~ relating to the use of county-owned passenger vehicles while off-duty, elected or appointed officials or ~~County eExecutive managers~~ decide which, if any, of their employees are authorized to take County vehicles home, based on the following criteria:

- (A) Significant improvement in the efficiency and effectiveness of our service to the public through:
- (i) After hours service
 - (ii) Less cost to taxpayers
 - (iii) Ability to respond in emergencies or to public safety issues.
 - (iv) Availability of specific equipment attached to County vehicles.

- (3) Department Heads are expected to monitor the use of County vehicles and to take appropriate corrective measures in the event of abuse, policy violation or loss of justification.
- (4) The elected or appointed officials or ~~County eExecutive managers~~ will decide how to monitor the use of County vehicles and take appropriate action in the event of abuse or policy violation.
- (5) County employees authorized to take home County vehicles will be identified to Commissioner's Court yearly, by each department, as part of the budget process.
- (6) County employees who are authorized to take home vehicles shall not use such vehicles for personal use.

(b) Use by Other County Departments

- (1) With the approval of the elected or appointed official or ~~County eExecutive manager~~ to whom a vehicle has been appropriated by the Commissioners Court, vehicles may be loaned to other County offices or departments for public purposes.
- (2) When vehicles are loaned for a use outside the department to which they were appropriated by the Commissioners Court, the responsible department or office shall make a log showing the County office or department using the vehicle, the purpose and destination of the trip, the beginning and ending date and time of use, the beginning and ending odometer reading, and the name of the County employee(s) who will operate the vehicle.
- (3) Use of vans by 4-H C.A.P.I.T.A.L. Project

- (A) The Director of the Travis County Agri~~Lifecultural~~ Extension Service shall be authorized by the Commissioners court to designate any person within the 4-H C.A.P.I.T.A.L. Project to drive vans owned by Travis County whether or not the person so designated is paid directly from Travis County funds.
 - (B) Any person so designated by the Director of the Travis ~~e~~County Agri~~Lifecultural~~ Extension Service shall be deemed an "employee" of Travis county for the sole purpose of bringing such person within the scope of coverage under the Travis County Risk Management Organization and Administration Policy.
 - (C) Authorization shall continue in full force and effect until amended or revoked by the Travis County Commissioners Court.
- (c) Prohibited Use
- (1) County vehicles may not travel outside the State of Texas at any time.
 - (2) County vehicles may not be operated by anyone other than a current Travis County employee who holds a valid Texas driver's license as appropriate for the occasion.
 - (3) County vehicles may not be used if the State inspection has expired, or if in the judgment of ~~County~~ Executive ~~Manager~~ for Administrative Operations or responsible elected or appointed official or ~~County e~~Executive ~~manager~~, the vehicle is unsafe for use.
 - (4) Except as may be authorized by Chapter 40 of this ~~Travis County Code Policies, Procedures, and Regulations Manual~~, no County employee is authorized to routinely take home within Travis or surrounding counties, or otherwise use a County-owned vehicle for personal reasons unless expressly authorized by a Budget Amendment approved by the Commissioner's Court. To enable emergency response after hours, an elected or appointed official or ~~County e~~Executive ~~manager~~ may authorize other County employees to take home a County-owned vehicle within Travis or surrounding counties during the emergency period.
- (d) This ☐1.019 is subject to and shall be construed in accordance with Chapter 40 of this Code.
- (e) Citations. A citation includes all written orders from law enforcement for vehicle violations including traffic violations, violations recorded by cameras at red lights and non-traffic or non-moving vehicle violations like parking violations for misdemeanor offences.

- (1) An employee operating a county vehicle is responsible for obeying all laws related to operating and parking the vehicle.
- (2) If a citation is issued as a result of the employee's failure to operate or park the County vehicle legally, the employee is responsible for notifying their immediate supervisor and providing their immediate supervisor with a copy of the citation within twenty-four hours.
- (3) The immediate supervisor of the employee shall complete an Affidavit of Non-Liability and send it to the entity issuing the citation to inform that entity that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for any penalties resulting from the citation.
- (4) The employee is responsible for paying for all the penalties resulting from the citation received, including fines, fees, penalties, court costs and any other related penalties.
- (5) Failure to report citations and/or failure to pay citations will lead to disciplinary action up to and including termination.
- (6) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive Manager.

(f) Use of Toll Road

- (1) Only authorized County emergency vehicles may use toll roads. Elected and Appointed Officials shall annually submit a list of emergency vehicles authorized to use toll roads to the County Fleet Manager. The County Fleet Manager submits this list to the appropriate Toll Authorities.
- (2) County Employees using non-emergency County Vehicles on official County Business are expected to use alternative non-toll routes. If an employee uses a toll road for either official County business or other approved use, the employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (3) If an employee uses a personal vehicle on County business, that employee is responsible for the payment of all toll fees for such use and penalties related to the non-payment of applicable tolls. Tolls and penalties are not eligible for reimbursement by Travis County.
- (4) If an employee incurs charges resulting from the unauthorized use of toll roads that result in a liability to Travis County, including tolls,

invoice fees, fines, court cost and any other related penalties; the employee is responsible for paying for them. The employee is responsible for informing their immediate Supervisor of any possible charge or penalty and providing their immediate supervisor with a copy of any citation within twenty-four hours.

- (5) The immediate Supervisor of the employee shall complete an Affidavit of Non-Liability and sent it to the appropriate toll authority to inform it that the employee named in the Affidavit of Non-Liability, not Travis County, is responsible for the tolls and any penalties related to non-payment of tolls.
- (6) Failure to pay tolls or report and pay citations resulting from non-payment of tolls may lead to disciplinary action up to and including termination.
- (7) Unauthorized use of toll roads may lead to disciplinary action up to and including termination.
- (8) Upon approval of the Commissioners Court, the County Auditor may pay an invoice relating to any citation received as long as the payment request is accompanied by a Certification that the use was business related approved by the Elected or Appointed Official or County Executive ~~Manager~~.

1.020 Policy for Naming New Travis County Facilities¹⁶

- (a) Purpose: To develop written guidelines for naming Travis County Facilities in open and more efficient manner.
- (b) Procedure
 - (1) At any time a Travis County facility is to be named, the Commissioners Court will issue a call for recommendations, provide notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Recommendation by a Private Citizen and/or Group. Any private citizen and/or group may make a recommendation to the Travis County Commissioners Court regarding the naming of a County facility by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) If the recommendation is to name the facility after an individual, the following criteria must be met:

¹⁶ Section 1.020 added 2/13/1996, item 4

- (A) The individual must have made a significant contribution to Travis County.
 - (B) The private citizen and/or group making the recommendation must provide a written biographical sketch of the individual, whether living or deceased, to the Commissioners Court when making the recommendation.
- (4) After the public hearing, the Commissioners Court will submit all recommendations to the Travis County Historical Commission, or any other group designated by the Commissioner Court, for review and comment.
- (5) Within the time set by the Commissioners Court, the Travis County Historical Commission (or any reviewing group), will provide the Court with its comments on names which were considered.
- (6) Upon receipt of the comments and recommendations made by the reviewing body, the Commissioners Court will consider all recommendations using the above criteria, and any other factors that the Commissioners Court deems appropriate, and make a final determination.
- (7) Once a final decision has been made, the Commissioners Court:
 - (A) If the person for whom the facility will be named is living, the Commissioners Court must obtain the permission of that person prior to naming the facility.
 - (B) If the person for whom the facility will be named is deceased, the Commissioners Court should contact immediate family members when feasible.
- (c) **Final Decision.** A decision by the Commissioners Court to name or not name a facility will be final, and the sole discretion in this matter remains with the Commissioners Court. The fact that the criteria listed in Section 1.020(b)(3) have been met does not obligate the Commissioners Court to name a County facility after the individual recommended.

1.021 Policy for Naming County Parks and Park Facilities¹⁷

- (a) **Purpose:** To establish a formal policy and process for county parks, facilities, fields, and trails, and for placing plaques, markers, and memorials within county parks.
- (b) **Objectives:**

¹⁷ Section 1.021 (written as 1.21 in the order) was added 4/25/2000, Item 10.A.

- (1) Provide name identification for individual county parks.
 - (2) Provide name identification wherever appropriate for facilities and fields within the parks, and hike and bike trails.
 - (3) Provide citizen input into the process of naming parks and facilities.
 - (4) Insure that the Travis County Commissioners Court controls the naming of its public infrastructure and facilities.
- (c) **Criteria for Qualifying Names.** Names should provide some of individual identity related to:
 - (1) The geographic location of the park, facility, or trail.
 - (2) An outstanding features of the park, facility, or
 - (3) Commonly recognized historical event, or individual verified by the Travis County Historical Commission.
 - (4) A deceased individual who made a significant to Travis County or its park system.
- (d) **Other Naming Alternatives**
 - (1) Parks and facilities that are donated to the County can be named by deed restriction by the donor. The naming and acceptance of land is subject to approval by the Travis County Commissioners
 - (2) Facilities within parks, ball fields, picnic shelters, pavilions. etc. can be named separately the parks they are in, subject to the criteria out in Section c) of this policy.
- (e) **Procedure**
 - (1) The Court will issue a call for recommendations, providing notice as to the opportunity, and schedule the matter for public discussion and consideration by the Commissioners Court.
 - (2) Any private citizen and/or group or County department or employee may make a recommendation to the Travis County Commissioners Court regarding the naming of a County park or facility within a park or trail by presenting that recommendation in writing to any member of the Commissioners Court and/or presenting that recommendation in the Commissioners Court meeting set for public discussion of the matter.
 - (3) The Travis County Transportation and Natural Resource Department will verify that all names submitted do not conflict with existing names facilities and that the proposed names conform to this policy.

- (4) After a minimum weeks public notice, the Commissioners Court will conduct a public hearing on qualified names to receive public comments on the names.
 - (5) The Commissioners Court will make the final selection of the name.
- (f) Renaming County Parks and facilities. The renaming of parks and facilities is strongly discouraged so as not to diminish the original justification for the name. Park names by deed restrictions cannot be considered for renaming. In the event that renaming is justified the recommended name must conform to this policy.
- (g) Other Considerations:
 - (1) If a recommended name is a deceased individual, other than a historical figure, the private citizen making the recommendation must provide a written biographical sketch of the individual and an approving the recommendation from surviving family members.
 - (2) Neither the naming process or the name itself shall discriminate on the basis of race, religion, sex, age, or national origin.
- (h) Final Decision. A decision by the Commissioners Court to name or not to name a park, facility, or trail will be final, and the sole discretion in this remains with the Commissioners Court.
- (i) Plaques, markers, memorials. Plaques, markers, and memorials may be placed in the parks to recognize a significant donation or contribution to park improvements. The plaque, marker, and memorial will be not larger than ____" X ____" bronze plate imbedded in concrete at or below ground level. The recognition of multiple donors may be made on a larger sized plaque place in a common area at the discretion of the Transportation and Natural Resources Department.



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Norman McRee/854-4821

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning & Budget

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

Review and approve the immediate release of reimbursement payment to United Health Care for claims paid for participants in the Travis County Employee Health Care Fund for payment of \$1,070,701.34, for the period of February 10 to February 16, 2012.

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 \$1,070,701.34.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (526) – \$1,070,701.34

REQUIRED AUTHORIZATIONS:

Dan Mansour, 854-9499

Diane Blankenship, 854-9170


Leroy Nellis, 854-9106

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

**TRAVIS COUNTY
RECOMMENDATION FOR TRANSFER OF FUNDS**

DATE: February 28, 2012

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: February 10, 2012 to February 16, 2012

**REIMBURSEMENT REQUESTED
FOR THIS PERIOD:** \$1,070,701.34

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 \$1,070,701.34.

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
FEBRUARY 10, 2012 TO FEBRUARY 16, 2012**

-

- 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: February 28, 2012
 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: February 10, 2012
 TO: February 16, 2012

REIMBURSEMENT REQUESTED: \$ 1,070,701.34

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 1,877,748.68
bank withdrawal correction	\$ (2,850.00)
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY	
COMMISSIONERS COURT: February 21, 2012	\$ (804,332.61)
	\$ -
October 5, 2010 adj	\$ 135.10
Adjust to balance per UHC	\$ 0.17
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 1,070,701.34
 PAYMENTS DEEMED NOT REIMBURSABLE	 \$ -
TRANSFER OF FUNDS REQUESTED:	\$ 1,070,701.34

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


All claims over \$25,000 (1 this week totaling \$112,390.12) 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 (\$146,173.11) 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 \$225,000 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 (\$35,793.52).

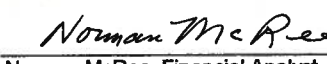
All claims submitted in this transfer have been audited to confirm accuracy of billing and legitimacy of claim under the service provisions of the health care contract and all are contractually legitimate, legally incurred and accurately billed claims.

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.

 2/21/12
 Diane Blankenship, Director, HRMD Date

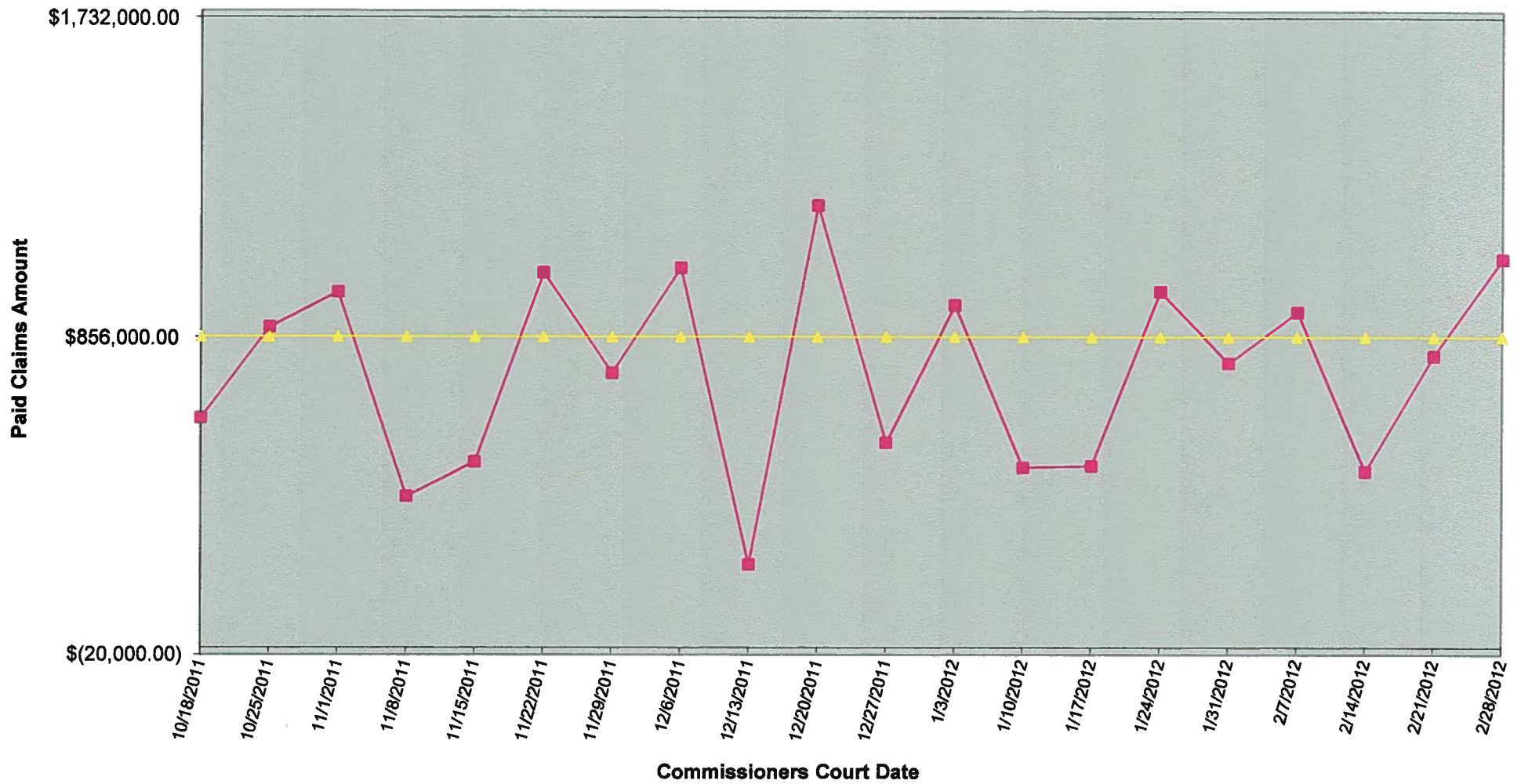
 2-21-2012
 Dan Mansour, Risk Manager Date

not available
 Cindy Purinton, Benefit Contract Administrator Date

 2/21/2012
 Norman McRee, Financial Analyst Date

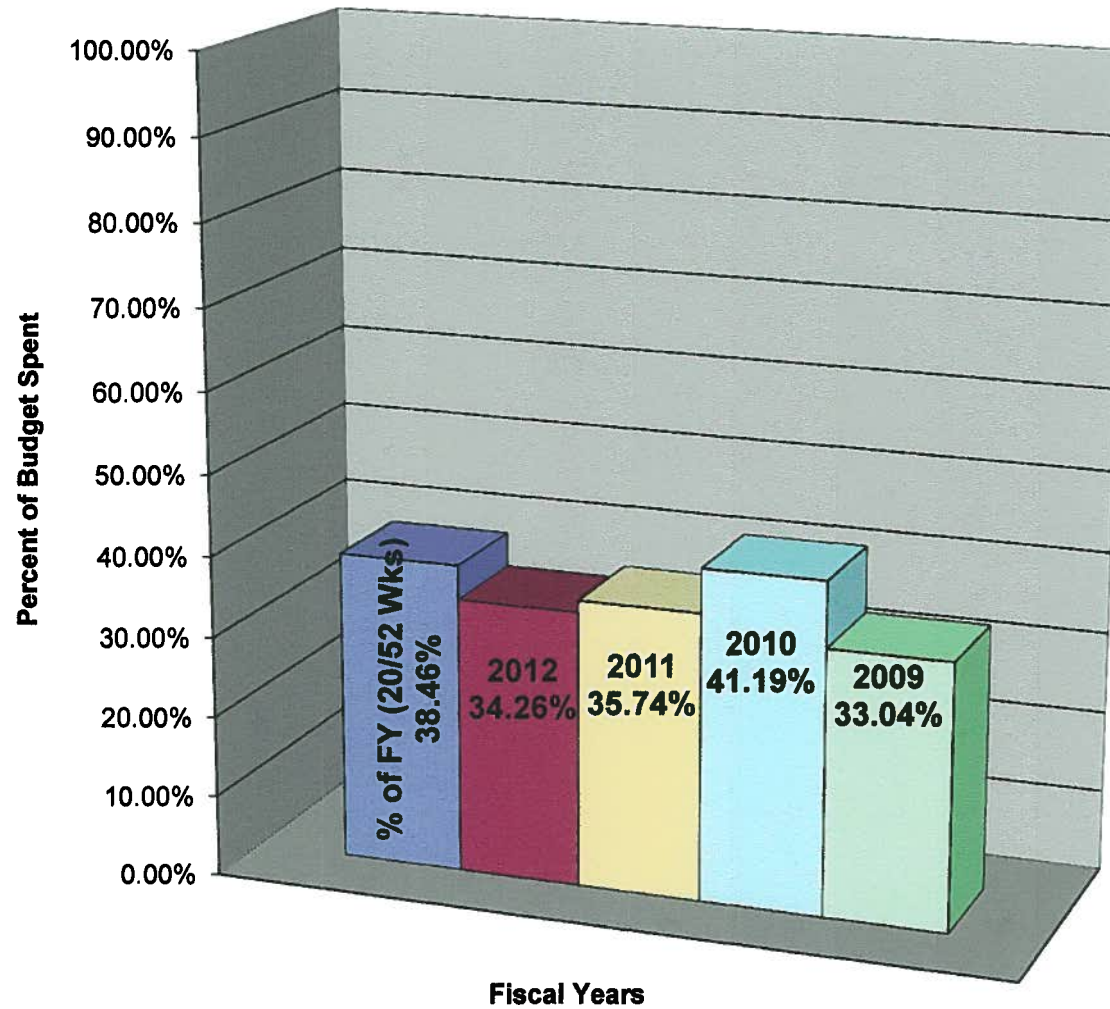
** Agrees to the total payments for this period per the check register received from UHC. See the final page of this period's check register attached.

**Travis County Employee Benefit Plan
FY12 Paid Claims vs Weekly Claims Budget of \$856,615.23**



Travis County Employee Benefit Plan
FY12 Weekly Paid Claims VS Weekly Budgeted Amount

Comparison of Claims to FY Budgets Week 20



Norman McRee

From: SIFSFX@UHC.COM
Sent: Friday, February 17, 2012 12:04 AM
To: Norman McRee
Subject: UHC BANKING REPTS/C

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

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

NOTIFICATION OF AMOUNT OF REQUEST FOR: TRAVIS COUNTY

DATE: 2012-02-17 REQUEST AMOUNT: \$1,877,748.68

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: 2012-02-16 \$817,024.24
 - REQUIRED BALANCE TO BE MAINTAINED: \$2,668,041.00
 + PRIOR DAY REQUEST: \$00.00

= UNDER DEPOSIT: \$1,851,016.76

+ CURRENT DAY NET CHARGE: \$26,731.92
 + FUNDING ADJUSTMENTS: \$00.00

REQUEST AMOUNT: \$1,877,748.68

ACTIVITY FOR WORK DAY: 2012-02-10

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$24,164.37	\$00.00	\$24,164.37
TOTAL:	\$24,164.37	\$00.00	\$24,164.37

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2012_02_28

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	(252.88) A1		75783	AA		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(274.35) A1		9151	AH		16 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(284.40) A1		64124	AH		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(316.37) A1		37089	AH		7 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(328.13) A1		63921	AA		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(334.00) A1		64123	AH		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(337.10) A1		63949	AE		6 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(381.93) A1		63917	AA		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(388.60) A1		19757	AE		6 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(463.16) QG		1034264	AH		7 2/7/2012	50	2/14/2012	2/28/2012
701254	632	(488.81) A1		36446	AH		6 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(492.73) A1		90917	AA		5 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(555.10) A1		64068	AH		17 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(572.39) A1		59930	AH		2 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(578.48) A1		57925	AH		3 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(665.51) A1		63920	AA		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(754.51) A1		51018	AE		5 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(3,021.00) A1		63913	AA		1 2/10/2012	200	2/16/2012	2/28/2012
701254	632	(11,369.00) QG		546493	AH		4 2/8/2012	50	2/14/2012	2/28/2012

1,070,701.34

Travis County Hospital and Insurance Fund - County Employees UHC Payments Deemed Not Reimbursable

For the payment week ending: 02/16/2012

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

7

Travis County - Hospital and Self Insurance Fund (526)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 2/28/2012

TYPE	MEMBER TYPE	TRANS_AMT
CEPO		
	EE	
	526-1145-522.45-28	154,370.93
	RR	
	526-1145-522.45-29	15,995.76
Total CEPO		\$170,366.69
EPO		
	EE	
	526-1145-522.45-20	294,303.19
	RR	
	526-1145-522.45-21	49,612.87
Total EPO		\$343,916.06
PPO		
	EE	
	526-1145-522.45-25	477,381.94
	RR	
	526-1145-522.45-26	79,036.65
Total PPO		\$556,418.59
Grand Total		\$1,070,701.34



Travis County Commissioners Court Agenda Request

Meeting Date: 2/28/2012

Prepared By/Phone Number: Cynthia Lam-Roldan, 854-4822

Elected/Appointed Official/Dept. Head: Leroy Nellis, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on proposed routine personnel amendments.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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:

Todd Osburn, Human Resources Management Department, 854-2744

Diane Blankenship, Human Resources Management Department, 854-9170

Leroy Nellis, Planning and Budget Office, 854-9106

Cheryl Aker, County Judge's Office, 854-9555

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



HRMD *Human Resources Management Department*

700 Lavaca Street, 4th Floor

• P.O. Box 1748

• Austin, Texas 78767

• (512) 854-9165 / FAX (512) 854-9757

February 28, 2012

ITEM # :

DATE: February 17, 2012

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: Leroy Nellis, Acting County Executive, Planning and Budget

FROM: Diane Blankenship, Director, HRMD

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

Routine Personnel Actions – Pages 2 – 4.

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

LN/DB/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS --- ROUTINE
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NEW HIRES				
Dept.	Slot	Position Title	Dept. Requests Level/Salary	HRMD Recommends Level/Salary
Emergency Medical Service	35	Public Information Ofcr PS	18 / \$47,000.00	18 / \$47,000.00
Juvenile Probation	95	Juvenile Rsdntl Trt Ofcr I* **	12 / Level 1 / \$29,099.20	12 / Level 1 / \$29,099.20
Juvenile Probation	243	Juvenile Rsdntl Trt Ofcr I* **	12 / Level 2 / \$29,952.00	12 / Level 2 / \$29,952.00
* Temporary to Regular			** Actual vs Authorized	

TEMPORARY APPOINTMENTS					
Dept.	Slot	Position Title	Dept. Requests Grade/Salary	HRMD Recommends Grade/Salary	**Temporary Status Type Code
Criminal Justice Planning	50009	Social Svcs Program Spec	16 / \$18.00	16 / \$18.00	05
Facilities Mgmt	20020	Groundskeeper	7 / \$11.68	7 / \$11.68	02
TNR	50203	GIS Analyst	18 / \$20.38	18 / \$20.38	05
**Temporary Status Type Codes: (Temporary less than 6 mos. = 02) (Project Worker more than 6 mos. = 05, includes Retirement Benefits).					

TEMPORARY PROMOTIONS / SALARY ADJUSTMENTS / LATERAL TRANSFERS / VOLUNTARY REASSIGNMENTS / TEMPORARY ASSIGNMENTS				
Dept (From)	Slot - Position Title - Salary	Dept. (To)	Slot - Position Title - Salary	Comments
HHS	Slot 20020 / Office Spec / Grd 10 / \$14.00	HHS	Slot 50120 / Office Spec / Grd 10 / \$14.00	Status changed from Temporary Worker (02) to Project Worker (05).

CAREER LADDERS – POPS						
Dept.	Slot	Current Position Title/Grade	New Position Title/Grade	Current Annual Salary	Proposed Annual Salary	Comments Current HRMD Practice
Sheriff	291	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	394	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	663	Cadet* / Grd 80	Corrections Ofcr / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	884	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	Career Ladder. Peace Officer Pay Scale (POPS).
Sheriff	1060	Cadet* / Grd 80	Corrections Ofcr* / Grd 81	\$34,594.77	\$39,706.37	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
Comm Pct 1	Slot 4 / Executive Asst* / Grd 16 / \$41,186.62	Comm Pct 1	Slot 4 / Executive Asst* / Grd 16 / \$44,786.62	Salary adjustment. Pay is between min and midpoint of pay grade
County Atty	Slot 214 / Attorney I / Grd 21 / \$51,934.45	County Atty	Slot 33 / Attorney I / Grd 21 / \$51,934.48	Lateral transfer. Employee transferred to different slot, same position, same department, same pay grade. Pay is at minimum of pay grade.
Sheriff	Slot 627 / Human Resources Spec II / Grd 20 / \$57,875.93	Sheriff	Slot 50 / Human Resources Mgr II / Grd 26 / \$94,720.08	Promotion. Pay is at midpoint of pay grade.
Sheriff	Slot 692 / Corrections Ofcr Sr* / Grd 83 / \$43,159.58	Sheriff	Slot 343 / Deputy Sheriff Law Enforcement* / Grd 72 / \$46,622.16	Promotion. 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
Sheriff	Slot 1532 / Corrections Ofcr* / Grd 81 / \$39,706.37	Sheriff	Slot 692 / Corrections Ofcr* / Grd 81 / \$39,706.37	POPS lateral transfer. Employee transferred to different slot, same position, same department, same pay grade, retains current pay.
TNR	Slot 252 / Road Maint Worker / Grd 8 / \$27,643.20	TNR	Slot 257 / Road Maint Worker Sr / Grd 9 / \$29,972.80	Promotion. Pay is between midpoint and max of pay grade.
* 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



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Dana Hess/ 854-2743; Diane Blankenship/854-9170

Elected/Appointed Official/Dept. Head:

Diane Blankenship, Director, HRMD / 854-9170

Leroy Nellis, Interim County Executive, PBO / 854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, County Judge

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING CHANGES TO CURRENT TRAVIS COUNTY CODE CHAPTER 10 (TUITION REIMBURSEMENT), SECTIONS 10.020, 10.021 AND 10.022.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Sections 10.020, 10.021, and 10.022 were last amended on September 26, 1995.

Tuition and fees have increased substantially since this policy was implemented in 1995. In addition, a survey of other public organizations which was conducted in March of 2011 shows that Travis County's Tuition Refund caps (both by semester and fiscal year) lags significantly behind the market (see attachment).

STAFF RECOMMENDATIONS:

Staff recommends approval and adoption of the attached revision.

FISCAL IMPACT AND SOURCE OF FUNDING:

Currently, a regular, full-time employee is eligible for up to \$900 in reimbursement per fiscal year. This policy revision increases the amount eligible for reimbursement to \$2000 per fiscal year for undergraduate and graduate courses. Under the current plan, the County typically expends between \$40,000 and \$50,000 per fiscal year, and \$42,440 was budgeted for tuition reimbursement in the FY 2012 adopted budget.

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

It is expected that the expenditure for Tuition Reimbursement would triple, possibly quadruple, if the attached revision is adopted. Accordingly, PBO has put a \$200,000 earmark in allocated reserves in the FY 2012 adopted budget in anticipation of this increase.

REQUIRED AUTHORIZATIONS:

Diane Blankenship, Director, HRMD, 854-9170
Leroy Nellis, Interim County Executive, PBO, 854-9106
Cheryl Aker, County Judge's Office, 854-9555

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



Human Resources Management Department

700 Lavaca Street, 4th Floor

• Suite 420

• Austin, Texas 78701

• (512) 854-9165 / FAX (512) 854-4203

BACK-UP MEMORANDUM

February 28, 2012

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

FROM: Diane Blankenship, Director, HRMD

A handwritten signature in dark ink, appearing to be "DB", is written over the name Diane Blankenship.

VIA: Leroy Nellis, Interim County Executive, PBO

SUBJECT: Tuition/Fee Reimbursement Program

On February 21, 2012, the Travis County Commissioners Court unanimously voted to approve revisions to the current Tuition/Fee Reimbursement Program. In addition, the court made recommendations and requested the following items be incorporated in the revised program.

Reimbursement Caps

The proposed policy allows for a \$1,000 per semester reimbursement with a \$2,000 fiscal year cap for graduate and undergraduate courses. The City of Austin also has a \$2,000 annual reimbursement cap for employees.

Tenure/Turnover

The revised policy requires an employee to have at least six months of tenure with the County prior to the start of any class for which he/she is seeking reimbursement. In addition, the revised policy requires that an employee remain with the County for six months after the end of any class for which he/she is seeking reimbursement.

As surveyed, Tarrant County had a tenure requirement in their tuition reimbursement program. Also, in surveying Travis County's program for the last two years, employees who participated in the program had a turnover rate of just under 7%, neither significantly higher nor lower than the general employee population.

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

Taxation

Depending on the situation and the applicability of courses to the employee's current position, tuition reimbursement may be a taxable benefit. The current policy does not address this issue. The revised policy addresses the taxation issue.

Reimbursement Timing

The reimbursement would occur six months after completion of classes. This change is to ensure that the employee meets the tenure requirements of the policy prior to issuing reimbursement.

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

Tuition Refund Program Survey (3/11)

	Travis County
Do you have TRP	Yes
Workforce size	≈4,500
TRP budget	\$42,440.00
Fees eligible	Tuition & required fees
Eligible Employees	Full-time regular
Eligible Classes	College credit related to current job or reasonable advancement
Class Limits	2 per semester which can't exceed 7 hours.
Amount Reimbursed	80% of out of pocket expenses, not to exceed \$300 per semester
Comments	We average 65 applicants with approx. 58 finishers each semester

Tuition Refund Program Survey (3/11)

	Bexar County Linda Amaro 210.335.2643	Dallas County Susan Bethal 214.653. 6045	Tarrant County Larry Wilson 817.884.2744	COA Human Resources 974.3400	LCRA Human Resources Nina Marburger 473.3200	City of R.R. Karin Holland 512.671.270 1	Williamson County HR- Michelle
Do you have TRP	YES	NO	YES	YES	YES	YES	NO
Workforce size	4,800 Approx.	7,000 +	4,300	10,000 +	2,253	850	1,500
TRP budget	\$210,000 for FY 2010-2011	NA	\$175,000	340,000	500,000	\$50,000	NA
Fees eligible	Tuition and mandatory fees only, no books or parking reimbursement	NA	Tuition Only	Tuition for classes only	Tuition and Books	Tuition only	NA
Eligible Employees	FT and PT	NA	All employees	FT and PT only	All full-time and part-time, regular employees who have completed six months of employment as of the course or program start date, have received a "Met Expectations" or better performance rating on their last performance review and have submitted proper documentation.	Regular full- time employees with six or more months of service	NA
Eligible Classes	Degree sought can be related to any position with the County	NA	Credit classes resulting in a letter grade	Anything related to City field Classes must be offered by	All courses must be taken for a grade. Courses cannot be taken on a credit/non-	Anything related to City field. Classes must be	NA

Tuition Refund Program Survey (3/11)

				an accredited school or university	credit basis. If the course does not provide a letter grade, a pass/fail grade will be accepted. An approved course of study may consist of an individual course or an entire degree program (Associates, Bachelors, or Masters only) that is offered by an accredited educational institution.	offered by an accredited school or university and must have the opportunity to be taken for a grade.	
Class Limits	2 courses per semester with a maximum of 6 courses per year	NA	Continuing Education (non-credit) not reimbursed. Doctoral work limited to the departments that require or prefer that degree (PH and ME) Eight classes per calendar year limit.	Unlimited - 2,000 per year per employee	The decision by an employee's managers to approve or deny a request will be based on an assessment of the cost and the nature of the course, the employee's current and future assignments and potential impact on the employee's ability to meet his or her work responsibilities. If approved by the employee's first and second level	Provides up to \$2,000 in education assistance per fiscal year to eligible employees. These funds are allocated on a first-come, first-served basis.	NA

Tuition Refund Program Survey (3/11)

					managers, the Application is then forwarded to Human Resources. Human Resources will review the Application and make a final determination of the employee's eligibility to participate in the Program. Upon approval and processing by Human Resources, the employee will receive a copy of the approval for his or her records.		
Amount Reimbursed	<p>100% for an A 90% for a B 80% for a C For undergraduate</p> <p>100% for A 90% for B And 0% for C or below For Graduate programs</p> <p>80% reimbursement for continuing education or</p>	NA	Maximum is \$690 per courses and \$900 for Graduate courses	<p>2, 000 per year, per employee</p> <p>For undergraduate Level A B or C</p> <p>For Graduate Level A or B</p>	<p>Full-time, Regular (40 hrs/wk)- 80% of eligible expenses</p> <p>Part-time, Regular (30 – 39 hrs/wk)- 60% of eligible expenses</p> <p>Part-time, Regular (20 – 29 hrs/wk)- 40% of eligible expenses</p>	The employee must obtain a grade of 'C' or better for undergraduate level classes or a grade of 'B' or better for graduate level classes.	NA

Tuition Refund Program Survey (3/11)

	non-graded courses						
Comments		NA	<p>Recipients must remain with the County for two years following the last courses reimbursed. Three years ago , I started a recognition ceremony in CC for those employees who complete degrees in a given year. The Commissione rs love it. We will have our first law degree recipient recognized this year.</p>		<p>For all course reimbursement requests: Fee statement Proof of payment Grade statement - A final grade of "C" or above is required for all undergraduate-level courses. A final grade of "B" or above is required for all graduate-level courses. A final standing of "Pass" is required for courses designated as Pass/Fail. For all book reimbursement requests: Course syllabus or other documentation listing required textbooks Proof of payment 3. For all other reimbursement requests: Proof of payment</p>	<p>GED testing is also included in the Education Assistance program.</p>	NA

10.020 Tuition/Fee Reimbursement Program

(a) Purpose

The purpose of the tuition reimbursement program is to improve public services through the enhancement of employee skills and to retain qualified and highly motivated employees through the extension of an additional benefit.

(b) Program Administration

(1) Employee Responsibility

The employee seeking reimbursement through the Tuition Reimbursement Program is responsible to contact the Human Resources Management Department to determine employee, school, course, and expense eligibility before enrolling in any class for which the employee will seek reimbursement, and in any case, before the first day of class for the course. The employee is also responsible for procedural compliance with the Tuition Reimbursement Program once enrolled, including submitting course descriptions, receipts, and grade reports before each semester's deadline.

(2) Management Responsibility

Supervisors and Managers are responsible to ensure that the employees who report to them are aware of the Tuition Reimbursement Program. Supervisors and Managers are also responsible to direct employees who express an interest in the Tuition Reimbursement Program to the Human Resources Management Department.

(3) Human Resources Management Department Responsibility

The Director of HRMD or his/her designee is responsible to administer the program including assisting employees, determining whether eligibility requirements are met, processing reimbursements, submitting agenda items for the Court's consideration, and submitting approved reimbursement requests to the Treasurer's Office.

10.021 Tuition/Fee Reimbursement Eligibility

(a) Employee Eligibility

To be eligible for reimbursement under this program, an employee must be a regular, full-time employee:

- (1) who has been employed with Travis County continuously for at least six months prior to the start of the semester in which classes are taken and reimbursement is requested, and
- (2) who remains continuously employed with Travis County through the completion of any class for which reimbursement is requested, and
- (3) who remains continuously employed with Travis County for at least six months after the completion of any class for which reimbursement is requested.

Temporary and Part-Time employees are not eligible for tuition reimbursement. Elected and Appointed Officials are not eligible for tuition reimbursement.

(b) School Eligibility

To be eligible for reimbursement, the course(s) must be taken from an accredited college, university, or technical school that is located within the United States. Accreditation will be verified by the Human Resources Management Department.

(c) Course Eligibility

(1) Undergraduate Classes

To be eligible for reimbursement, course(s) must be directly related to the employee's current position and duties or related to the duties of a position within the County that the employee may reasonably hope to advance.

(2) Graduate Classes

To be eligible for reimbursement, courses must be directly related to the employee's current position and duties or related to the duties of a position within the County that the employee may reasonably hope to advance.

(3) Continuing Education Courses and Developmental Courses

Continuing Education Courses and Developmental Courses are not eligible for the Tuition Reimbursement Program.

(d) Expense Eligibility

(1) Tuition and required fees that are waived by the school or reimbursed or paid for by another party (i.e. company, organization, scholarship, etc.) are not eligible for the Travis County Reimbursement Program.

(2) Fees that could have been avoided or are not necessary to enroll in the course (i.e. late fees, parking fees, graduation fees, etc.) are not eligible for the Tuition Reimbursement Program.

10.022 Tuition/Fee Reimbursement Rates, Funding, Deadlines

(a) Reimbursement Rates

Reimbursement will be paid at the following rates, up to the employee's yearly reimbursement cap

(1) Tuition for graded courses:

(A) Completed with a grade of C- or better (70-100): 80% reimbursement

(B) Completed with a grade of D+ or below (0-69), incomplete: 0% reimbursement

(2) Tuition for pass/fail courses:

(A) Completed and passed: 80% reimbursement

(B) Completed and failed, incomplete: 0% reimbursement

(3) Required Fees for graded courses:

(A) Completed with a grade of C- or better (70-100): 80% reimbursement

(B) Completed with a grade of D+ or below (0-69), incomplete: 0% reimbursement

(4) Required Fees for pass/fail courses:

(A) Completed and passed: 80% reimbursement

(B) Completed and failed, incomplete: 0% reimbursement

(b) Reimbursement Cap

Undergraduate and Graduate classes: Eligible employees may receive up to \$2000 per fiscal year in reimbursement under this program from Travis County; reimbursement in any given semester may not exceed \$1000.

(c) Funding

The Tuition Reimbursement Program budget is funded through the budget process and approved by the Commissioners Court each year. Reimbursements are considered by the Commissioners Court three times per year:

- (1) Courses completed in the Spring Semester (January through May) will be considered for reimbursement in November of that year;
- (2) Courses completed in the Summer Semester (June through August) will be considered for reimbursement in February of the next calendar year; and
- (3) Courses completed in the Fall Semester (September through December) will be considered for reimbursement in June of the next calendar year.

(d) Deadlines

- (1) A Tuition Reimbursement Program Application must be received in the Human Resources Office before the first day of class
- (2) Itemized receipts for Tuition and Fees and official grade reports must be received in the Human Resources Office by June 15th for courses completed in the Spring Semester, September 15th for courses completed in the Summer Semester, and January 15th for courses completed in the Fall Semester.
- (3) Reimbursement must be requested in the fiscal year in which the course is completed.

(e) Taxation

- (1) Employees should be aware that some reimbursements under the Tuition Reimbursement Program may be considered taxable income to the employee based on the tax code in effect at the time of reimbursement.
- (2) If the County is able to determine that a reimbursement(s) is taxable income to the employee based on information provided by the employee, it will be included in the employee's income as reported on the W2 for the year in which the reimbursement is received. The employee is responsible for the payment of income and payroll taxes for any course reimbursements which are determined to be taxable income.
- (3) If, from the information provided to the County, a reimbursement does not appear to be taxable income to the employee but it is later determined to be taxable income, the employee is responsible for reporting the income as well as the payment of income and payroll taxes for any course reimbursements which are determined to be taxable income under the federal tax laws in effect at the time of reimbursement.

**ORDER AMENDING TRAVIS COUNTY CODE, SECTION 10.020 THROUGH 10.022,
CHAPTER 10, TRAVIS COUNTY**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

Pursuant to Sections 1.0051 and 1.0052 of the Travis County Code, the Commissioners Court makes the following order:

1. Sections 10.020 through 10.022 of the Travis County Code is deleted and the form of Sections 10.020 Tuition/Fee Reimbursement Program, 10.021 Tuition/Fee Reimbursement Eligibility and 10.022 Tuition/Fee Reimbursement Rates, Funding, Deadlines attached to this order are added to Chapter 10, Travis County Personnel Benefits Guidelines and Procedures Manual of this Code in their place.

Date of Order: _____

TRAVIS COUNTY COMMISSIONERS COURT

Samuel T. Biscoe, County Judge

Ron Davis
Commissioner, Precinct 1

Sarah Eckhardt
Commissioner, Precinct 2

Karen Huber
Commissioner, Precinct 3

Margaret Gómez
Commissioner, Precinct 4



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Casey Ping/854-6460

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING AN AMENDMENT OF AGREEMENT FOR TRANSPORT HELICOPTER SERVICES AMONG TRAVIS COUNTY, ST. DAVID'S MEDICAL CENTER, AND PEDIATRIX MEDICAL SERVICES, INC. D/B/A MAGELLA MEDICAL ASSOCIATES.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This Agreement was approved in May 2008 between Travis County, St. David's Medical Center (SDMC) and Pediatrix Medical Services to use STAR Flight helicopters for transport of neonatal patients from hospitals in Central Texas to the neonatal intensive care unit at SDMC, and transport of maternal patients from hospitals in Central Texas to the Labor & Delivery unit at SDMC.

This Amendment clarifies medical direction, and roles and responsibilities of medical personnel for these critical patients for both the hospital and STAR Flight medical crews during transport.

STAFF RECOMMENDATIONS:

STAR Flight staff and Emergency Services recommend approval of this Amendment.

ISSUES AND OPPORTUNITIES:

Staff feels this Amendment assists in providing the best critical care service to the patient involved in the transport.

FISCAL IMPACT AND SOURCE OF FUNDING:

Each party is responsible for billing the patient for their services. STAR Flight will not receive any additional revenue from the other parties for operating the helicopters.

REQUIRED AUTHORIZATIONS:

Barbara Wilson, County Attorney's Office

Bill Derryberry, PBO

Marvin Brice, Purchasing Office

Tracy LeBlanc, Auditor's Office



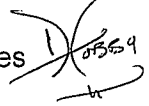
Austin-Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Travis County Commissioners Court

Through: Danny Hobby, County Executive, Emergency Services 

From: Casey Ping, Program Manager, **STAR Flight**

Date: February 7, 2012

Subject: Amendment to Critical Care Agreement with St. David's Medical Center and Pediatrix Medical Service, Inc.

The **STAR Flight** management team in conjunction with St. David's Medical Center's staff and Pediatrix's staff has developed an amendment to our existing critical care Agreement ("Agreement For Transport Helicopter Services Among Travis County, St. David's Medical Center, and Pediatrix Medical Services, Inc. d/b/a Magella Medical Associates") for the transport of critical high risk obstetrical patients. This amendment (see attached) clarifies medical direction and the roles and responsibilities of medical personnel for these critical patients for both the hospital and **STAR Flight** medical crews during transport.

Patients transported under the Agreement will be charged patient fees already established by the Court.

This amendment to the Agreement continues our partnerships and strengthens our relationship with Travis County based hospitals. It facilitates getting patients into Austin for definitive care.

Please let me know if you have any questions or need additional information.

**AMENDMENT OF
AGREEMENT FOR
TRANSPORT HELICOPTER SERVICES
AMONG TRAVIS COUNTY,
ST. DAVID'S MEDICAL CENTER, AND
PEDIATRIX MEDICAL SERVICES, INC.
d/b/a MAGELLA MEDICAL ASSOCIATES**

This Amendment of Agreement is made among the following parties:

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

St. David's Healthcare Partnership, L.P., LLP d/b/a St. David's Medical Center ("SDMC") and

Pediatric Medical Services, Inc., a non-profit corporation, incorporated in Texas and certified by the Texas Medical Board pursuant to Section 162.001 (b) of the Texas Medical Practice Act, d/b/a Magella Medical Associates ("Pediatric").

RECITALS

County, SDMC, and Pediatric have entered into an Agreement for Transport Helicopter Services Among Travis County, St. David's Medical Center and Pediatric Medical Services, Inc. d/b/a Magella Medical Associates that was executed by the last party to sign on July 15, 2008 ("Agreement"). This Agreement was to offer aero-medical critical care transport services which involve the transport of neonatal and maternal patients from hospitals in Central Texas. The transportation of neonatal patients and the transportation of maternal patients are necessary to improve clinical care of these patients.

The Agreement contemplates the possibility of its amendment in several circumstances.

Since that Agreement was executed SDMC and Pediatric have determined that there may be cases which involve Intensive Care level transportation of maternal patients to which different provisions should apply. County, SDMC, and Pediatric are amending the Agreement to address the manner in which these patients are cared for during transport.

AMENDMENT

NOW, THEREFORE, County, SDMC, and Pediatric mutually agree to amend the Agreement as follows:

1. Section III. RESPONSIBILITIES OF COUNTY is amended by adding the following as a new subparagraph after the end of subparagraph g.:
 - h. Upon request for an Intensive Care level maternal transport by SDMC or Pediatric; County, through its *STAR Flight* medical crew under the direction of its medical director, shall have the primary responsibility for the care of the

patient from receipt of the patient at the Sending Hospital until delivery of the patient to the receiving hospital.

- i. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.

2. Section V. RESPONSIBILITIES OF SDMC is amended by adding the following as new subparagraph S after the end of subparagraph i.:

- j. Upon request for an Intensive Care level maternal transport by SDMC or Pediatrix; SDMC, through any members of its Transport team who accompany the patient during the transport, shall provide support to the *STAR Flight* medical crew and may provide care within the scope of their specialized area of care under the direction of the SDMC High Risk Obstetrical medical director.

- k. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.

3. Section VI. RESPONSIBILITIES OF PEDIATRIX is amended by adding the following as a new subparagraph after the end of subparagraph h.:

- i. Upon request for an Intensive Care level maternal transport by SDMC or Pediatrix; Pediatrix, through any members of its Transport team who accompany the patient during the transport, shall provide support to the *STAR Flight* medical crew and may provide care within the scope of their specialized area of care under the direction of the SDMC High Risk Obstetrical medical director.

- j. During a transport resulting from a request for an Intensive Care level maternal transport by SDMC or Pediatrix; if there are any conflicts related to patient treatment, County, through its *STAR Flight* medical crew shall retain responsibility until the issues are resolved by the *STAR Flight* medical director and the SDMC High Risk Obstetrical medical director.


4. Section VII. BILLING is deleted and the following is inserted in its place:

- a. Each party shall, as appropriate and in compliance with applicable law, separately bill the appropriate payor or patient family for services provided under this Agreement. County bills for helicopter transports and, in the case of a request for an Intensive Care level maternal transport, medical care and supplies provided. SDMC bills for the specialty medical services provided by the Transport team.

Pediatrix bills for the services provided by the MFMs, Neonatologists and NNPs. Neither SDMC nor Pediatrix shall separately compensate County for services provided under this Agreement.

5. County, SDMC, and Pediatrix hereby incorporate this amendment into the Agreement For Transport Helicopter Services Among Travis County, St. David's Medical Center, And Pediatrix Medical Services, Inc. D/B/A magella Medical Associates. County, SDMC, and Pediatrix hereby ratify all of the terms and conditions of the Agreement as amended in this document.
6. The changes stated in this Amendment are effective August 1, 2011.
7. This Amendment is executed in multiple originals.

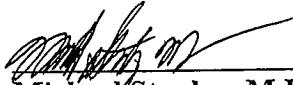
ST. DAVID'S HEALTHCARE PARTNERSHIP, L.P., LLP
d/b/a ST. DAVID'S MEDICAL CENTER

By:  Date: 1-26-12
Donald Wilkerson
CEO St. David's Medical Center

TRAVIS COUNTY, A POLITICAL SUBDIVISION
OF THE STATE OF TEXAS

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

PEDIATRIX MEDICAL SERVICE, INC.
d/b/a MAGELLA MEDICAL ASSOCIATES

By:  Date: 1/18/2012
Michael Stanley, M.D.
President



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for NE Metro Park BMX Track Area Improvements Design, RFQ No. Q110243-LP, to the highest qualified firm, Halff Associates, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of NE Metro Park - BMX Track Area Improvements Design, in the amount of \$97,484.50.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that Halff Associates, Inc. is the most qualified firm for the NE Metro Park - BMX Track Area Improvements Design project, consisting of conceptual layout of the proposed BMX track site, parking for the BMX track site and the adjacent cricket field, park road connecting to Killingsworth Lane, pavilion, restrooms, site lighting and utilities.

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

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, Halff Associates, Inc., in the amount of \$97,484.50.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$97,484.50
 - Contract Type: Professional Services Agreement
 - Contract Period: Through Completion
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**
 - Solicitations Sent: N/A Responses Received: N/A
 - HUB Information: Vendor is % HUB Subcontractor: 33%
not a HUB
- **Special Contract Considerations:**
 - ☐ Award has been protested; interested parties have been notified.
 - ☐ Award is not to the lowest bidder; interested parties have been notified.
 - ☒ Comments: N/A
- **Funding Information:**
 - ☒ Purchase Requisition in H.T.E.: 546310
 - ☒ Funding Account(s): 503-4945-809-8120
 - ☐ Comments:

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



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
(512) 854-9383
FAX (512) 854-4697

MEMORANDUM

TO: Cyd Grimes C.P.M., Purchasing Agent
Marvin Brice, Assistant Purchasing Agent

FROM: Steve Manilla, County Executive, TNR

DATE: November 21, 2011

SUBJECT: Consultant Recommendation for Design Services for NE Metro Park BMX Track Area Improvements in Precinct Three (RFQ # Q110243-LP)

TNR Public Works has reviewed the SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small projects. As this project involves developments of improvements within an existing County park, consultants with expertise related to park design experience were selected for further evaluation. The result of this evaluation determined that Halff Associates, Inc. is the most qualified firm for this assignment.

Detail project scope of work is included in the attached scope of services document. In general, it will include a conceptual layout of the proposed BMX tract site, parking for the BMX tract site and the adjacent cricket field, park road connecting to Killingsworth Lane, restrooms, site lighting, utilities, etc. The estimated project cost is approximately \$800,000.

Please proceed with requesting a fee proposal from the highest qualified firm, Halff Associates, Inc. Funding for the design cost is available from the Pflugerville Community Development Corporation's land sale proceed. A requisition in the amount of \$200,000 has been set up to cover the design cost. This requisition will be updated once the final contract price is negotiated.

Project Name	Account No.	Com/Sub	Req.	Amount
NE Metro Park	503-4945-809-8120	988/064	546310	\$200,000
BMX Track Area				

Please call me at 854-9429 if you have any questions or need additional information.

Attachments: Scope of Services

cc: Lee Perry, Purchasing
Steve Sun, Roger Schuck, TNR
Cynthia McDonald, Donna Williams-Jones, Brunilda Cruz, TNR

Contract No. 12AE0068LP

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY**

AND

HALFF ASSOCIATES, INC.

FOR

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

FOR

**NE METRO PARK BMX TRACK AREA IMPROVEMENTS DESIGN
(SMALL PROJECTS)**

RECEIVED
FEB 14 2012
TRAVIS COUNTY
PURCHASING OFFICE

Contract No. 12AE0068LP

PROFESSIONAL SERVICES AGREEMENT (PSA)

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DRAFT

Contract No. 12AE0068LP

DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas, (the "COUNTY") and Halff Associates, Inc. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering services for NE Metro Park BMX Track Area Improvements Design (Small Projects) (the "Project");

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 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 and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural/engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder must be submitted to the County Executive of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE "). Disputes pertaining to non-technical matters will be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE MANAGER has complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") will be final and binding.
- 1.2 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT must make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material must be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent

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that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field-verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the COUNTY EXECUTIVE will give prompt written notice thereof to the CONSULTANT. The CONSULTANT must correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT is responsible for the complete design and documentation of the work described herein, and must prepare the Work Product, as defined herein, in a manner that will be acceptable to the COUNTY EXECUTIVE. The CONSULTANT must also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and must consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT must perform the "Basic Services," which mean:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the COUNTY EXECUTIVE and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services prepared for the Project, set forth in Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT must use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project must be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include, but are not limited to:
- a. International Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code

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- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the Basic Services, the CONSULTANT must report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if

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directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.

3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:

- 3.6.1 give written approval of an increase in the Project budget or fixed limit,
- 3.6.2 authorize rebidding of the Project within a reasonable time,
- 3.6.3 if the Project is abandoned, terminate this Agreement, or
- 3.6.4 revise the scope of the Project to reduce the Construction Cost.

3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, must modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.

3.8 The CONSULTANT must estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget must not include (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures, and equipment. As part of the services, the CONSULTANT must report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT will receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation will be paid in accordance with the payment schedule set forth in Exhibit 1.

4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT will receive the Additional Services compensation described in Exhibit 1.

4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER will be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

5.1 The CONSULTANT must perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification must include an update to the Project.

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- 5.2 This Agreement will become effective on the Effective Date, as defined herein, and will remain in full force and effect for the period required for the complete design of, construction contract award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.
- 5.3 If the performance by CONSULTANT or the COUNTY of either party's 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 party hereto, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the COUNTY EXECUTIVE to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the COUNTY EXECUTIVE.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The COUNTY EXECUTIVE will act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE has complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT must not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT must not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT must not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT must submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT must make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that must not exceed 30 days, the CONSULTANT must arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT must furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants,

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or planning advances required for the Project. The CONSULTANT must familiarize itself with and comply with established application, review, and approval processes as necessary to assure that reasonable compliance will cause no delay to the Project Schedule.

- 6.6 The CONSULTANT has the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the COUNTY EXECUTIVE.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product must be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission will be checked for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY will notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY will notify the CONSULTANT, who must perform such professional services as are required to complete the Work Product for that phase and must resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" means the County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product will be returned to the CONSULTANT, who must perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT must perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the COUNTY EXECUTIVE. "Approval" means formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.

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- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the COUNTY EXECUTIVE will be final and binding on the CONSULTANT.

SECTION 8 REVISIONS TO WORK PRODUCT

- 8.1 After Approval by the County of the Work Product for each Project phase, the CONSULTANT must, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, the CONSULTANT must do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, will entitle the CONSULTANT to additional compensation for such extra services and expenses and will be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and must include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
 - 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time may the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses will be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses must be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

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SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION**. The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" is the date on which CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT must follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE**. The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").
- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.

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10.2.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 **TERMINATION FOR DEFAULT.** Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default will take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives will not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.3.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice

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of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11

CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within five working days.
- 11.2 The CONSULTANT is responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT must perform all services and responsibilities required of the 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. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement is to be construed to relieve the CONSULTANT of this duty.

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- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must upon the COUNTY's request be immediately removed from association with the Project.
- 11.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT will be classified as an employee or servant of COUNTY.
- 11.8 **INDEMNIFICATION.** THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any claim, or other action, that relates to the 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 the CONSULTANT, the CONSULTANT must give written notice to County of the following information:
- (a) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (b) 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;
 - (c) the alleged basis of the claim, action or proceeding;
 - (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (e) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.
- 11.9 **DISPUTES AND APPEALS:** The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized

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County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or other authorized County person, within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT must furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT has the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY will be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT is not liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT is not responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY and its duly authorized representatives will have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

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- 14.1 **VENUE.** This Agreement is governed by and will be construed in accordance with the laws of the United States of America and the State of 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.
- 14.2 **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 will remain valid and binding.
- 14.3 **EQUAL OPPORTUNITY IN EMPLOYMENT.** The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 **CERTIFICATE OF CONSULTANT.** The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 **BIDDING EXEMPTION.** This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 **NOTICE.** Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must 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.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

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COUNTY: Cyd V. Grimes (or successor)
Travis County Purchasing Agent
P.O. Box 1748
Austin, Texas. 78767

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

Steven M. Manilla, P.E. (or successor)
Travis County Transportation and Natural Resources, County Executive
P.O. Box 1748
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

Halff Associates, Inc.
Attn: Eric Ratzman, PE
4030 West Braker Lane, Suite 450
Austin, Texas 78759-5356

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.8.1 "Was doing business" and "has done business" mean:

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

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(c) but does not include:

- (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the CONSULTANT in the ordinary course of its business; or
- (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.2 "Key Contracting Person" means any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 **PURCHASE ORDER.** The CONSULTANT and its contractors, subcontractors and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 **PAYMENTS.** Payment will be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

14.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) Identification of items or services as outlined in the Agreement,
- (d) Quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) Any additional payment information which may be called for by this Agreement.

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The Consultant must also submit a statement with each invoice showing the percentage completion of the work to date, as well as any additional written information requested by the County to document the progress of the work.

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) 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 the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONSULTANT, or an agent or assignee of the CONSULTANT until:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2(a) above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT 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.

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

14.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

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14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

14.15.1 HUB Program Requirements

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The 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" means "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.

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

14.15.2 Subcontractor Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. The COUNTY understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual

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process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 The CONSULTANT must designate, and must require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT must record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. The CONSULTANT must contractually require all Subcontractors/ subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT must attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT will not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

14.15.2.3 The CONSULTANT must report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

14.15.2.5 The CONSULTANT must register, and must contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The CONSULTANT and all Subcontractors/subconsultants performing Work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by the CONSULTANT performed the work and received payment.

14.15.2.7 During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

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14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT must notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice must be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

14.16 **FUNDING OUT.** The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

14.17 **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 the COUNTY to be included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of 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, the 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 the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

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- 14.18 **NON-WAIVER OF DEFAULT.** No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.
- 14.19 **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 must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 **OFFICIALS NOT TO BENEFIT.** If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies 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.
- 14.21 **CONSULTANT CERTIFICATIONS:**
- 14.21.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.21.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement. The CONSULTANT must indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.22 **CIVIL RIGHTS/ADA COMPLIANCE.** The CONSULTANT must provide all services and activities required 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] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT

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must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.23 **GRATUITIES.** The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the 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, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.24 **MONITORING.** The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 14.25 **INCORPORATION OF EXHIBITS AND ATTACHMENTS.** All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 **TEXAS PUBLIC INFORMATION ACT.** Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is 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 Texas Attorney's General Office.
- 14.28 **CONFLICT OF INTEREST QUESTIONNAIRE.** If required under Chapter 176 Texas Local Government Code, CONSULTANT must 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 must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh 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 is 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

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- 14.29 **CERTIFICATION OF ELIGIBILITY.** This provision applies if the anticipated contract exceeds \$100,000. CONSULTANT certifies that at the time of submission of its Qualifications Statement, CONSULTANT was not on the federal government's list of suspended, ineligible or debarred contractors and that CONSULTANT has not been placed on this list between the time of its Statement submission and the time of execution of this Agreement. If CONSULTANT is placed on this list during the term of this Agreement, CONSULTANT must notify the Travis County Purchasing Agent. False certification or failure to notify may result in termination of this Agreement for default.
- 14.30 **ENTITY STATUS.** By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

THE CONSULTANT:

By: H. Wayne Cooper
Printed Name: H. Wayne Cooper
Title: Vice President
Authorized Representative
Date: 2/14/2012

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals who are registered under Chapter 1051 of the Occupations Code to engage in the practice of architecture.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

Contract No. 12AE0068LP

EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services is the sum of (\$94,030.00).

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below is:

(i)	Work Product 1 (Scope Paragraph 5.1) Pre-Design:	\$33,088.00
(ii)	Work Product 2 (Scope Paragraph 5.2) Design Development:	\$28,657.00
(iii)	Work Product 3 (Scope Paragraph 5.3) Construction Contract Documents:	\$21,408.00
(iv)	Work Product 4 (Scope Paragraph 5.4) Bidding and Construction Contract Administration Phase:	\$6,217.00
(v)	Project Management:	\$4,660.00
<u>TOTAL:</u>		<u>\$94,030.00</u>

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the COUNTY EXECUTIVE will be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 The County will pay the CONSULTANT for the performance of Additional Services only if:

3.2.1 TNR recommended the Additional Services to the Travis County Purchasing Agent, and the Travis County Purchasing Agent issues a written authorization to the CONSULTANT to perform the Additional Services before any of those services are performed;

3.2.2 there is a written amendment to this Agreement regarding the Additional Services;

3.2.3 the work to be performed was not made necessary by the CONSULTANT's errors or omissions; and

3.2.4 the work is performed to the satisfaction of the County Executive.

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- 3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services are the hourly rates set forth in Exhibit 2.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT will be reimbursed for non-labor expenses and a subcontract management fee incurred in the performance of the Basic Services under this Agreement, both of which are at invoice cost plus a ten percent (10%) fee. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: $\$200.00 \times 1.10 = \220.00

Sub-Contract Management Fee: $\$32,345.00 \times 10\% = \$3,234.50$

REIMBURSABLES TOTAL NOT TO EXCEED: \$3,454.50

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$94,030.00, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$3,454.50, is not to exceed \$97,484.50.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within 30 days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

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EXHIBIT 2
HOURLY RATES

BASIC SERVICES/ADDITIONAL SERVICES

Half Employee Category		Hourly Rate
Project Manager	PM	\$175
Project Engineer	PE	\$128
Engineer-in-Training	EIT	\$90
Senior Land Architect	SRLA	\$190
Landscape Arch/Irrigator	LA/LI	\$100
Survey	RPLS	\$140
CADD/Survey Tech	CADD	\$75
Survey crew	2-MAN	\$125
Clerical	ADMIN	\$60

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EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT must provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT must update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT must provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT must present the COUNTY EXECUTIVE with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT must complete all design work described herein, and must submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within the timeframe specified by the County in the first written Notice to Proceed received from the County for the Project.

Calculation of the timeframe referenced in paragraph C does not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

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ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

Phase	Precedent	Calendar Days
Work Product #1 (Pre-design)	Notice to Proceed	75
Work Product #2 (60% Design)	County acceptance of WP#1	45
Work Product #3 (100% Design)	County acceptance of WP#2	30
Work Product #4 (Bidding & CA)	County acceptance of WP#3	TBD

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EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The CONSULTANT shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the 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 MUST 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 must 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.

The CONSULTANT must not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT must 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 does not relieve or decrease the liability of the 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. The CONSULTANT must furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company is subject to the approval of the COUNTY. The CONSULTANT must not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY MUST NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: February 14, 2012
Name of Affiant: H. Wayne Cooper
Title of Affiant: Vice President
Business Name of CONSULTANT: Halff Associates, Inc.
County of CONSULTANT: Travis

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.

H. Wayne Cooper
Signature of Affiant

4030 W. Braker Ln; Ste 480, Austin, TX 78759
Address

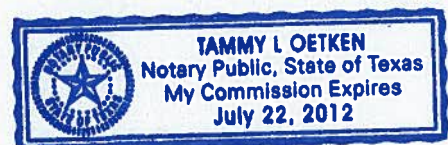
SUBSCRIBED AND SWORN TO before me by H. Wayne Cooper on 2-14, 2012.

Tammy L. Oetken
Notary Public, State of TX

Tammy L. Oetken

Typed or printed name of notary

My commission expires: 7-22-2012



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EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
December 8, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	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	Jacob Cottingham*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	

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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., CPPO
 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 Patrick Strittmatter*
 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 Shannon Pleasant, CTPM*
 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
 TNR.. Roger Schuck

FORMER EMPLOYEES

Position Held	Name of Individual Holding Office/Position	Date of Expiration
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV.....	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12

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EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

DRAFT

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APPENDIX A

SCOPE OF SERVICES

4.0 SCOPE OF SERVICES

4.1 The Consultant's "Basic Services" shall include all tasks required to provide complete, functional and operational park facilities described in this Scope to meet the County's requirements. The site location is Northeast Metro Park (the "Park"), which is located at 2703 Pecan St. in Precinct 2. The location of the facility within the Park is south of the existing Park maintenance facility off of Killingsworth Lane. The Scope includes design of: (a) a BMX parking lot for approximately 150 parking stalls; (b) a Cricket parking lot for approximately 50 parking stalls; (c) a new Park road off Killingsworth Lane extending to the BMX and Cricket parking lots, approximately 1500 lineal feet; (d) prefabricated restrooms to Travis County standards; (e) a BMX track; (f) street, parking lot lighting, and sport lighting for the track; (g) water and electric services from the street to the site; (h) landscaping; (i) irrigation; (j) and other necessary appurtenances as shown in the conceptual layout contained below.

4.2 The Consultant shall address, file, coordinate and arrange for approval of all documents created in the performance of the Project from the appropriate governmental authorities. Unless otherwise agreed in writing, the Consultant shall be responsible for obtaining approval from all governmental review processes and for securing all necessary permits for the Project. Permit approval durations shall be included in the overall Project schedule, which the Consultant shall provide to the County in accordance with the terms of the Agreement. The Consultant shall further be responsible for coordinating with and informing TNR as to any and all other governmental authority requirements with sufficient advance notice so as to cause no delay to the Project Schedule, as defined in the Agreement. The Project Schedule should also include the tasks required for County review.

4.3 The Consultant shall attend meetings with the County as required. This requirement shall include meetings with the County to develop, explain and define Project and design criteria and for the Consultant to present design solutions in order to secure approval. Attendance and participation at such meetings shall be part of Consultant's Basic Services. All meetings shall be scheduled and coordinated through TNR's Project Manager.

4.4 The Commissioners Court and Purchasing Agent have the authority to make business decisions on behalf of Travis County. The Executive Manager of TNR has been designated to represent the Commissioners Court on matters pertaining to this Project. The TNR Project Manager will assist in obtaining information, coordinating meetings and advising the Consultant on County policies and procedures.

4.5 The Consultant will be expected to participate in value engineering sessions with TNR during each Project development phase. All major Project components and systems will be evaluated for operational impact and life cycle cost.

4.6 The Consultant will develop, confirm and update the Project Schedule for each phase of Design Development. The schedule should include the tasks required for County review.

4.7 The Consultant shall design the Project in accordance with all applicable local, state and federal laws and regulations in addition to all code requirements applicable to the Project. Unless in conflict with a

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governing authority requirement, the primary codes that apply to the Project shall be the latest editions published prior to the date of execution of this PSA of the following documents:

- a. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions (unless Park Road standards are adopted for the Project)
- b. Travis County Construction Plan Guidelines
- c. AASHTO Standard Specifications for Highway Bridges
- d. TxDOT 1980 Texas Manual of Uniform Traffic Control Devices for Streets and Highways, Revision 5
- e. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004 (English units)
- f. Architectural Barriers, Texas Department of Licensing and Regulation
- g. Americans with Disabilities Act (ADA) Regulations
- h. Texas Historical Commission (THC) Antiquities Code of Texas (Title 9, Chapter 191 of the Texas Natural Resource Code)
- i. Uniform Building Code
- j. Uniform Mechanical Code
- k. National Electrical Code
- l. Uniform Plumbing Code and Uniform Fire Code.

4.8 Since this Project is on County property, the Consultant is not required to: (1) prepare environmental assessments and mitigation plans, (2) acquire any regulatory permits or clearances, or (3) conduct traffic studies or other related studies. The County will provide all environmental permits and clearances required for this Project.

5.0 PHASES OF SERVICE

5.1 Pre-Design and Concept Plan Phase

5.1.1 The Consultant shall attend a Pre-Design Conference (the "Pre-Design Conference") with the County. This meeting will be an orientation session that will introduce the Consultant to the County staff that will be involved with the Project. Project documents will be provided to the Consultant prior to the conference. The Consultant shall review the Project documents prior to the conference and submit an agenda for the conference that addresses coordination and verification of the Project information, establish the goals and objectives for the Project, and define the Project Schedule. The Consultant shall coordinate with the TNR Project Manager for the time and location of the conference.

5.1.2 Topographic Survey - The Consultant shall provide the County with a topographic ground survey for the approximate 11-acres within the Northeast Metro Park property as outlined in the Conceptual Layout. See attached Conceptual Layout below. It is the intent of the survey to provide accurate base data for the placement and construction of the Phase I master plan elements as shown on the master plan adopted by the Travis County Commissioner's Court.

5.1.3 Geotechnical Evaluation - The Consultant shall provide the County with a geotechnical investigation report for the Project improvements per the following drilling program:

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Structure	No. of Borings	Depth of Boring	Drilling Footage
Parking Lot and Rdwy	4	4 at 6' each	24 feet
Cricket parking	2	2 at 6' each	12 feet
BMX Restroom	1	1 at 10' each	10 feet
Icon Shelter	2	2 at 10' each	20 feet
Total	9		66 feet

Laboratory testing will include percent passing No. 200 sieve, Atterberg Limits, unconfined compressive strength tests, California Bearing Ratio (CBR) tests, and , pH/sulfate tests.

Pavement Designs and Recommendations

Results of the field and laboratory data will be used to develop pavement design recommendations. Two levels of traffic are anticipated: one for parking lots (based on the largest lot) and one for the driveway entrance and roadway. Consultant will develop design traffic data based on assumptions to be approved by the County. Based on the expected soils conditions, one design subgrade strength is assumed for the pavement designs which will be developed from the laboratory test results. Consultant will provide two pavement thickness designs as follows: flexible pavement design for parking lots; and flexible pavement design for road. The flexible pavement designs will consider crushed aggregate base.

The following items will be included in the final engineering report:

- 1) Vicinity Map
 - 2) Geology Map of the Project Site
 - 3) Plan of Borings
 - 4) Boring Logs including laboratory test results
 - 5) Building foundation design and construction recommendations for restroom facilities and shelter
 - 6) Pavement thickness designs and recommendations regarding material specifications
 - 7) General discussion of construction recommendations
- No right of entry permits or Travis County Street Cut Permits will be required to access the site.
 - Consultant will use One-Call to locate underground utilities.
 - Clearing or tree trimming will not be required to access the sites with truck mounted drilling equipment.
 - Soil samples will be retained in the laboratory for 30 days after the completion of the geotechnical investigation.

5.1.4 On-site sewage facility (OSSF) evaluation and soils testing

- Coordinate location of test holes; site visit and evaluate existing conditions. Perform evaluation soil conditions in test holes. (*Travis County TNR crews will excavate two 5 ft deep test holes*)
- Develop on-site sewage facility preliminary design recommendations based on soil conditions, estimated flows, and applicable state/local rules.
- Prepare preliminary cost estimates for proposed design recommendations.

5.1.5 Conceptual Plans (three options): The Consultant will coordinate with the TNR Project Manager and applicable representatives from the Travis County Parks Department on the development program for the facilities. The Consultant will prepare three (3) alternative conceptual plans for the Project, for discussion and review by Travis County staff. These three options will be presented to representatives of the BMX

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track, Cricket field, and Austin Silent Fliers user groups, for discussion and comment. Based on discussions with user groups and Travis County staff, the Consultant will prepare one (1) revised conceptual plan, for the project. Subsequent design documents shall utilize this final conceptual plan as the basis for the Project's Design Development and Contract Documents design.

5.2 Design Development Phase

5.2.1 The Consultant shall submit five (5) sets of Design Development documents, as described below, at the completion of this phase. The Design Development submittal shall consist of drawings, calculations, and specifications that clearly describe the location and size of recreational facilities, buildings, roads, parking lots, sidewalks, trails, signs, light standards, and site amenities; the location of existing trees and shrub masses, new landscape areas, irrigation, and all areas to be irrigated; the layout of underground utilities and grading of the site; architectural character of and materials to be used in the construction of facilities and buildings; proposed equipment layouts; structural system in all its essential features and electrical and plumbing systems. The following list is a guide to the minimum requirements for a Design Development submittal.

- Site plan (that will be base plan for construction drawings); this will include dimensional control, signage, and pavement marking plans (for park road and parking lots)
- Paving, grading, and drainage plans; drainage will be conveyed by open ditches and culverts at drives; street plans will include typical sections, plan & profiles, and cross sections
- Erosion control plans (temp and permanent erosion control) and TNR SW3P plan sheet template summarizing the EC measures to be implemented (the Consultant will not complete the full SW3P but will provide information for contractor to complete it)
- Permanent water quality BMPs will consist of vegetative filter strips and/or grassy swales. The Project site is not within the Edwards Aquifer zone, but is within the City of Austin ETJ limits. We will identify requirements for water quality per the City of Austin Watershed Protection guidelines.
- Water plan for a proposed line from the existing waterline in Killingsworth Lane to serve the bathrooms and BMX track.
- OSSF plan to handle sewage from the bathrooms
 - The proposed on-site sewage facility will be designed to handle a peak daily flow of approximately 3200 gallons per day based on anticipated peak attendance at the track
 - Prepare plans & specifications, and details necessary to construct the system
 - Prepare technical portions of permit application
- Landscape plans with tree removal/protection notes; landscaping is anticipated to be of similar character to the other facilities within NE Metro Park – street and parking lot trees with some minimal landscaping at the entrance of the BMX track and a potential decorative sign at the Park entrance. BMX track layout shall include bleacher locations, starting gate, and prefabricated shelter. (BMX grading plan is to be provided in the final contract document drawings, not at the DD submittal).
- Irrigation plans (for proposed landscaping)
- Structural Foundation plans (for prefabricated shelter and foundations for light poles)
 - Provide structural design and bid drawings for the foundation of (2) pavilions, each approximately 24'x 24' in plan and supported by four columns.
 - Provide structural design and bid drawings for the sports lighting foundation, (1) location.
- Lighting and electrical plans for lighting parking lots, entrance road, bathrooms, BMX track and pavilion. Electrical design will include:
 - Lighting and power outlet layout and circuiting
 - Load analysis, service riser, distribution panels and wire sizing

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- Electrical details as necessary
- Details (for civil, electrical, structural, irrigation or landscaping as required) including the appropriate TxDOT or other standard sheets (TxDOT standards will be used for traffic control on Killingsworth for tying in the access road).

Exclusions: the following services are excluded from the Project scope but may be requested by County as Additional Services:

- Architectural, structural or MEP design of buildings or other amenities not listed above
- Backhoe or other equipment for excavating the two open test holes for OSSF soils evaluation
- Design of retaining walls or other special structures
- Design of Air-Conditioning or other mechanical systems
- Design of High voltage (in excess of 277/480V)
- Design of photo-voltaic systems
- Design of water quality detention ponds or structures
- Traffic control plan beyond the standard sheets
- City of Austin coordination and/or permitting
- LEED or other sustainability standards

5.2.2 Outline specifications shall describe the size, character and quality of the entire Project in its essentials as to kinds and locations of materials, as well as types of infrastructure, structural and mechanical systems. The Consultant shall provide an electronic submission with the capability to record future inventory numbers, manufacturers' name, address and phone number, warranty representatives and references to O&M manuals.

5.2.3 Consultant will prepare engineering calculations for all disciplines, which shall include realistic loads, be clearly presented, and, be substantially complete in order for Consultant to proceed with the Construction Documents Phase.

5.2.4 Consultant will prepare a detailed cost estimate at this Phase to verify the design is within the budget approved by the Commissioners Court. The cost estimate will be prepared by the Consultant using industry accepted practices for cost estimating and formatted using the current CSI standard. The cost estimate must provide sufficient detail to permit the County and the Consultant to make informed decisions should an adjustment be required. Cost and design progress will be monitored by TNR, but will in no way relieve the Consultant from responsibility for producing the Design Development Documents within the Court-approved budget of \$750,000.

5.3 Construction Contract Documents Phase

5.3.1 Based upon the approved Design Development Documents, the Consultant shall proceed with the preparation and submittal of the Construction Contract Documents. At the completion of this phase, the Consultant shall submit five (5) sets of deliverables as described below.

- Reproducible drawings prepared on a computer aided design/drafting (CADD) system compatible with Bentley Microstation (PC-based) or AutoCAD software, ready for bidding and construction purposes.
- The Project Manual with complete specifications.

Contract No. 12AE0068LP

- Structural, and electrical calculations stamped and signed by the Engineers of Record.
- Any construction details required and provided by utility companies.
- A confirmed or updated project schedule based upon the actual completion of Construction Contract Documents and the anticipated bid period. The schedule should include the tasks required for County review and approval by the Commissioners Court.
- An updated detailed cost estimate, based on the final drawings and specifications, prepared under the same criteria used in the Schematic Design Phase. The estimate shall include a final statement of the CACC in the County-approved format with a chart or summary itemizing cost changes between Design Development Phase and Construction Contract Documents Phase estimates.

5.3.2 The Travis County Purchasing Office (TCPO) and the County Attorney's Office must approve the completed Construction Contract Documents before they may be released for bidding. The Consultant shall provide any assistance required to obtain these approvals. Upon approval, the Bidding Phase will commence.

5.3.3 Submission of plans and specifications for Architectural Barriers review shall be made to ensure to their timely approval.

5.4 Bidding and Construction Contract Administration Phase

5.4.1 The County will administer the bidding process for the Project. The Consultant will be expected to attend any pre-bid conferences with prospective bidders and shall assist the County by: 1) providing responses to bidders' design related questions; 2) correcting or clarifying the Construction Contract Documents; and 3) preparing any addenda for issuance to bidders. The Consultant will be responsible for the delivery of the Construction Contract Documents to the County. Twenty-five (25) sets of blue-lines and specifications shall be sent to the TCPO and three (3) sets to TNR.

5.4.2 Upon receipt of the bids, the TCPO and TNR, with advice and assistance from the Consultant, will evaluate the bids, investigate the qualifications of the contractors and any proposed subcontractors, and make a recommendation to the Commissioners Court. If the bids received for the work and materials exceed the approved budget, the Consultant shall make revisions to the Construction Contract Documents to bring the cost within the approved budget and, if necessary, assist the County with re-bidding at no extra cost to the County.

5.4.3 This Phase shall commence with the award of the "Construction Contract", which shall detail the work to be performed by a separately engaged Contractor (the "Construction Work"). The Construction Contract Administration Phase shall terminate upon receipt of all closeout documentation and deliverables and certification of final payment of the Construction Contract by the County. The contracting plan will be based on a single general contractor (the "Contractor").

5.4.4 The Consultant shall, as necessary, advise and consult with the County. All instructions to, and contacts with, the Contractor shall be through the Executive Manager of TNR or his designated representative. The Consultant shall have authority to act on behalf of the County only to the extent provided in the Construction Contract Documents unless otherwise notified in writing by the County.

Contract No. 12AE0068LP

5.4.5 The Consultant shall render interpretations necessary for the proper execution or progress of the Construction Work with reasonable promptness upon receipt of a written request by the County, and shall render written decisions, within a reasonable time but no greater than five (5) calendar days for Requests for Information (RFI's) and no more than ten (10) calendar days on all claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Construction Work or the interpretation of the Construction Contract Documents. The Consultant shall notify the County immediately if more time is required for reasonable cause. The County shall review the cause for the extension and, if it is justified, issue a time extension.

5.4.6. The Consultant shall not have control or charge of, and shall not be responsible for: construction means, methods, techniques, sequences or procedures; safety precautions and programs in connection with the Construction Work; acts or omissions of the Contractor or subcontractors of any tier; or any other persons performing any of the Construction Work; or failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.

5.4.7. The Consultant shall at all times have access to the Construction Work, whether the same is in the preparation stage or in progress.

5.4.8. Interpretations and decisions of the Consultant shall be consistent with the intent of and reasonably inferable from the Construction Contract Documents and shall be in written and/or graphic form. The Consultant shall review or take other appropriate action upon receipt of the Contractor's submittals, including shop drawings, product data and samples. Such action shall be taken by the Consultant within a reasonable time but no longer than ten (10) calendar days from receipt of original submittals and five (5) calendar days for a partial or revised submittal, unless more time is required for reasonable cause.

The Consultant shall notify the County immediately of any potential delays in meeting the response time. The Consultant's approval of a specific item shall not indicate approval of any assembly of which the item is a component.

5.4.9. The Consultant shall have the authority, with the concurrence of the County, to reject work that does not conform to the Construction Contract Documents. When, in the Consultant's reasonable opinion, it is necessary or advisable in order to implement the intent of the Construction Contract Documents, the Consultant shall, with the County's prior approval, have authority to require special inspection or testing of the Construction Work in accordance with the provisions of the Construction Contract Documents, whether or not such Construction Work be then fabricated, installed or completed.

5.4.10. Upon determination by the County that the Construction Work has been substantially completed the Consultant will issue a Certificate of Substantial Completion. The Consultant will then perform an inspection. As a result of this inspection, the Consultant will prepare a punch list of the items needing correction. After the Contractor completes the required corrections, and notifies the Consultant, the Consultant will notify the County in writing that the Construction Work has been performed according to the plans and specifications. The County will accompany the Consultant and the Contractor on the final walkthrough to ensure that the Construction Work has been completed in accordance with the Construction Contract Documents and to the satisfaction of the County and the Consultant.

5.4.11. The Consultant shall inspect all warranties, guarantees, bonds, O & M manuals and similar required material to make sure that all such materials are received and satisfy the requirements of the Construction Work specifications.

Contract No. 12AE0068LP

5.4.12 The extent of the duties, responsibilities and limitations of authority of the Consultant during the construction shall not be modified or extended without the prior written consent of the County and the Consultant .

5.4.13 The Consultant shall report observation of any suspected hazardous materials. The County will be responsible for any necessary hazardous materials abatement work.

5.5 Documents and Drawings

5.5.1 "Documents and Drawings" shall mean all documents, such as plans, specifications, calculations, sketches and renderings prepared by the Consultant. These shall become property of County. The Consultant shall furnish the County with such documents as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided hereinafter. The Consultant shall have the right to retain copies of Documents and Drawings for its records.

5.5.2 The Consultant shall furnish to County for County's review and approval FIVE (5) copies of:

- A. Schematic Plan Documents at 15% Complete (color roll plot format)
- B. Design Development Documents at 60% completion. (11"X17" format)
- C. Construction Contract Documents at 100% completion. (11"X17" format)

5.5.3 The Consultant shall furnish to County for reproduction original tracing or equivalent quality reproducible drawings, including one set of CADD disks and specification masters, in a format approved by the County, for bidding and construction. Minimum system requirements shall be Microsoft Windows 3.1 or higher, IBM compatible operating system, Microstation CADD compatible program and MS Word 6.0 or higher word processing software. All required project scheduling shall be in Primavera 3.0 or higher. Any substitution of the above system requirements shall be approved by the Executive Manager of TNR, or designated representative.

5.5.4 The County will provide General Conditions, Wage Rates, Bid Forms and other County requirements for inclusion in the Construction Contract Documents.

5.5.5 The Consultant shall provide, in written form, peer review and value engineering of the programs, designs, Construction Contract Documents and engineering components as they apply.

5.5.6 Record Drawing: Construction Contract Documents shall specifically require the Contractor to update the "As Built" condition of working drawings as a requirement for progress payments. At the conclusion of the Project, the Consultant shall transfer all final as-built "red-lines" onto CADD format and provide the County with two (2) complete sets of CADD diskettes and reproducible as-built drawings.

5.6 Quality Control Systems

5.6.1. Quality Levels and Quality Control Procedures: The Construction Contract Documents (drawings and specifications) shall identify and describe all required quality levels and quality control procedures such as inspections, testing, submittals or other measures that the Contractor will be required to perform. The County and Consultant acknowledge that, after the Construction Contract is signed, the Contractor cannot be required to perform any action that is not required by the Construction Contract Documents. Therefore,

Contract No. 12AE0068LP

the Contractor must know what is expected and required in order to prepare a proper bid. The drawings and specifications must be precise in order to ensure that all necessary test and quality control actions will be performed to demonstrate that required quality levels have been met.

5.6.2. Quality Level Establishment: The Construction Contract Documents must establish the specific degree of excellence, basic nature, and performance characteristics of every item in the Construction Contract.

5.6.3. Quality Control Procedures: Each specification section must include the tests, controls, performances or certifications needed to ensure performance at the specified quality level of that section.

5.6.4 Contractor Submittals: Each specification section must dedicate a subsection to identify and list all required Contractor submittals such as shop drawings, certificates of compliance, catalog data, samples, sample panels, test results (suitability tests), test piles, mix designs, qualifications (welders, etc.) off-site inspections, etc.

5.6.5 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling, and testing requirements to be performed by the Contractor, including: Items to be tested and the person(s) who will perform the test; the number of tests per lot size or cubic yard, ton, square foot, etc.; the testing method used; the required tolerances; and the actions to be taken in the event of failure.

In general, the Consultant will coordinate with the County's testing contractor to perform the testing of materials as required by the Construction Contract Documents on behalf of the County.

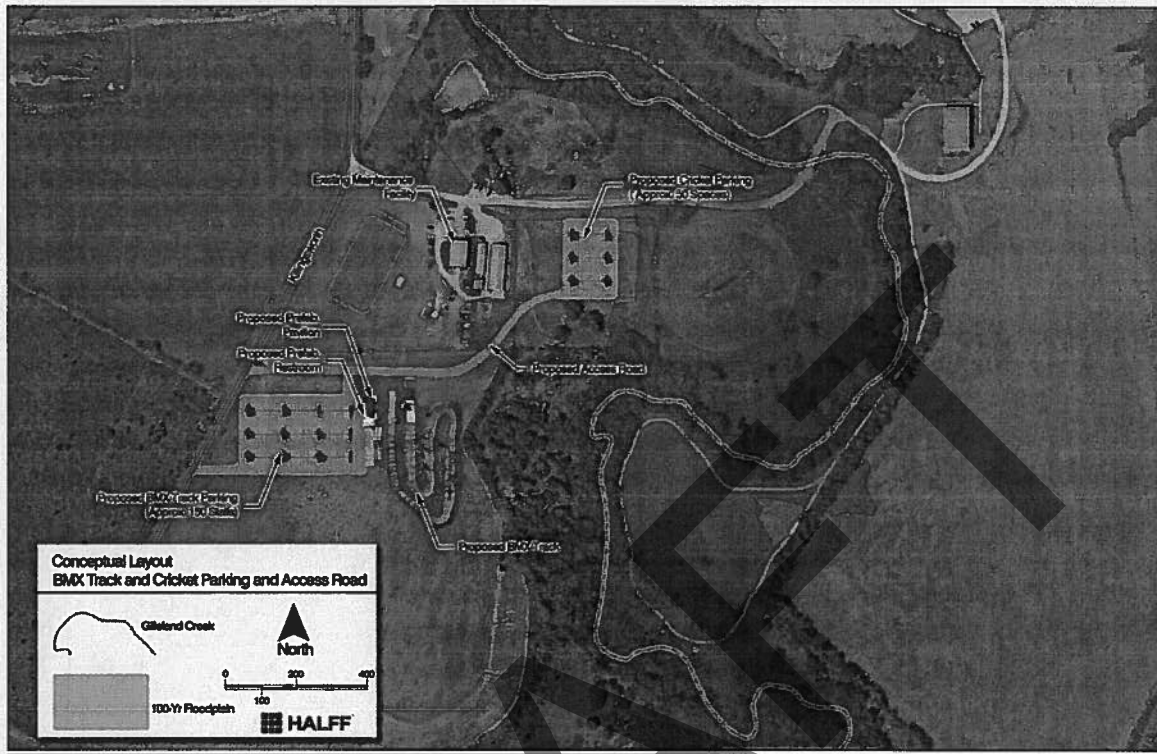
5.7 Meetings

5.7.1 The Consultant shall attend meetings with the County as required for the performance of the Project. This requirement shall include meetings with the County to develop, explain and refine program and design criteria and for the Consultant to present design solutions in order to secure County approval. Meetings with County sponsored advisory groups and local officials are also included for the purpose of presenting the Project to the public. Attendance and participation at such meetings shall be part of the Basic Services. All meetings shall be scheduled and coordinated through TNR's Project Manager.

5.7.2. The Commissioners Court shall be ultimately responsible for granting approval on all major issues related to the Project, including but not limited to: the scope of the Capital Improvements Project, budgetary decisions, planning and programming issues, and scheduling issues. The Commissioners Court has designated TNR to manage the Consultant. TNR staff will be available to assist in obtaining information, coordinating meetings, and advising on County policies and procedures.

5.7.3. The Consultant shall be responsible for the complete design and documentation of the work described within this Scope of Services. The design services shall include conventional architectural, mechanical, electrical, structural, civil, and other services required to complete the construction and other documentation for the Project. The Consultant shall be responsible for validating the CACC at the completion of each Project phase described herein, and for coordinating with TNR to ensure that the design meets the approved budget.

Contract No. 12AE0068LP



APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE SOQ IN SEPARATE FILE)

Purchase Requisition

09:16:04

Number : 0000546310
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : 53936 PARK-CIP ATTN: LEE PERRY
By : BRUNILDA CRUZ 854-7679
Date : 11/17/11
Vendor : 54784 HALFF ASSOCIATES
Contract nbr :
Ship to : AI AS INDICATED BELOW
Deliver by date . . . : 11/17/11
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	200000.00	DOL	DESIGN SERVICES FOR THE NEM PARK BMX TRACK AREA IMPROVEMENTS *****

COMMENTS EXIST

Total: 200000.00

+

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

Account number . . . : 503-4945-809.81-20
Fund : 503 NE METRO PRK BND PROPSALE
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 45 PARK SERVICES
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 9 COMM&ECON DEV (PKS & REC)
Element : 81 CAPITAL OUTLAY
Object : 20 PURCHD SERV-PARK IMPRVMNT

Original budget	:	0	
Revised budget	:	786,364	01/30/2012
Actual expenditures - current . . .	:	3,140.72	
Actual expenditures - ytd	:	.00	
Unposted expenditures	:	.00	
Encumbered amount	:	583,024.68	
Unposted encumbrances	:	.00	
Pre-encumbrance amount	:	200,000.00	
Total expenditures & encumbrances:		786,165.40	100.0%
Unencumbered balance	:	198.60	0.0

F5=EncumbrancesF7=Project dataF8=Misc inquiry

F10=Detail transF11=Acct activity listF12=CancelF24=More keys



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: J. Lee Perry / 854-9724; Marvin Brice
CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes C.P.M, CPPO

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal No.IL120130LP, Light Detection and Ranging (LiDAR) Services with The Capital Area Council of Governments (CAPCOG).

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- Transportation & Natural Resources Department (TNR) request that Travis County enter into an Interlocal agreement with CAPCOG to obtain LiDAR data for 97 square miles.

LiDAR (Light Detection and Ranging) is an optical remote sensing technology that will be utilized to create detailed topographic mapping that will facilitate planning, floodplain mapping, flood hazard assessment, project feasibility studies, design of roadway and drainage related projects.

TNR request Court approval of this Interlocal agreement with CAPCOG , for LiDAR data in the amount of \$36,750.00.

- **Contract Expenditures:** This is a new contract; \$0 has been spent against this contract.

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

➤ **Contract-Related Information:**

Award Amount: \$36,750.00

Contract Type: Interlocal Agreement

Contract Period: Through Completion

➤ **Contract Modification Information:** N/A

Modification Amount:

Modification Type:

Modification Period:

➤ **Solicitation-Related Information:** N/A

Solicitations Sent:

Responses Received:

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.: 551150

☒ Funding Account(s): 001-4905-621-6099

☐ Comments:

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

Marvin-?



Lee
2.14.12
MB

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

February 13, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: Steven M. Manilla, County Executive, TNR
SUBJECT: Interlocal Agreement
LIDAR for Geomap 2012 Work Order

RECEIVED
FEB 18 2012
TRAVIS COUNTY
PURCHASING OFFICE

TNR requests that Travis County enter into an interlocal agreement with The Capital Area Council of Governments ("CAPCOG") to obtain LiDAR data for 97 square miles for a total cost of \$36,750.00.

LiDAR (Light Detection and Ranging) is an optical remote sensing technology that will be used to create detailed topographic mapping that will facilitate planning, floodplain mapping, flood hazard assessment, project feasibility studies, design of roadway and drainage related projects.

The funds have been pre-encumbered on requisition 551150. The commodity/sub-commodity for this service is 962/052 and the budgeted account number is 001-4905-621-6099.

If you should have any questions or need further information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj

CAPITAL AREA COUNCIL OF GOVERNMENTS

LIDAR INTERLOCAL CONTRACT FOR GEOMAP 2012 WORK ORDER

4511-33-TC

Art. 1. Parties and Purpose

The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

- 1.1 Travis County is a Texas local government that is seeking to obtain Light Distance and Ranging ("LiDAR") goods and services (the "LiDAR Project" or the "Project").
- 1.2 CAPCOG has contracted with Sanborn Map Company, Inc. ("Sanborn") to provide these goods and services to Travis County. This interlocal contract is entered into and between CAPCOG and Travis County under chapter 791 of the Government Code (this "Agreement") so that Travis County can contribute funding toward the development of LiDAR data being developed jointly by Travis County and CAPCOG through CAPCOG's contract with Sanborn.

Art. 2. Goods and Services

2.1 CAPCOG agrees to furnish Travis County the LiDAR goods and services according to the delivery schedule described in Section 3.2 of this Agreement and in accordance with the attached Exhibit A (Work Order and Map) to this contract. The services will be performed by Sanborn for CAPCOG under Sanborn's contract with CAPCOG for the Capital Area Geospatial Base Map Project, as amended (the "CAPCOG/Sanborn Contract"), and CAPCOG will in turn provide the goods and services to Travis County. CAPCOG agrees to enforce the provisions of the CAPCOG/Sanborn Contract.

2.2 CAPCOG will cause each deliverable to be promptly delivered to Travis County, so that Travis County can assess the deliverable and notify CAPCOG, within 15 business days after receipt of the deliverable, that the deliverable is either acceptable or deficient.

2.3 If Travis County notifies CAPCOG of a deficiency in a deliverable, CAPCOG will acknowledge receipt of the notice within 5 business days and promptly seek correction of the deficiency by Sanborn in accordance with the terms of the CAPCOG/Sanborn Contract.

Art. 3. Contract Price and Payment Terms

3.1 Travis County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Travis County, with a total value not to exceed \$36,750.00. The total contract value includes a project management fee of \$1,750.00, which is equal to 5% of the price CAPCOG will pay Sanborn under the particular work order executed to provide goods and services for Travis County. In each invoice submitted for an installment payment under Section 3.2, CAPCOG agrees to invoice Travis County for the percentage of the project management fee equal to the installment percentage due under Section 3.2.

3.2 Travis County agrees to provide installment payments to CAPCOG based on the Deliverable Schedule shown below:

- 30% when CAPCOG provides to the County written confirmation that Sanborn has provided all pre-flight planning deliverables
- 30% when CAPCOG provides to the County written confirmation that Sanborn has completed all LiDAR data acquisition for the Project
- 30% when CAPCOG provides documentation to the County that Sanborn has processed the deliverables
- 10% when the County has received and is satisfied with all deliverables for the Project

3.3 Invoices requesting payment along with attached documentation provided by Sanborn to CAPCOG that the Deliverable milestones have been met, as per Section 3.2, shall be delivered to: Travis County Transportation and Natural Resources, P.O. Box 1748, Austin, TX 78767-1748, Attention: David Shore, GIS Coordinator.

3.4 Travis County agrees to pay the invoice within 30 days after it receives the invoice, as required by the Prompt Payment Act, chapter 2251 of the Government Code.

3.5 CAPCOG agrees to provide funding and/or in-kind services to Sanborn under its Contract for the Capital Area Geospatial Base Map Project, as currently amended, with a total value not to exceed \$35,000.00 in order to provide funding for performance of the contract.

Art. 4 Effective Date and Term of Contract

4.1 This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6 or 7, when the total value of funding, as set out in paragraph 3.1, has been furnished by Travis County, or on September 30, 2012, whichever comes first.

Art. 5. Nondiscrimination and Equal Opportunity

5.1 CAPCOG and Travis County will not unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Art. 6. Termination of Contract for Unavailability of Funds

6.1 Travis County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or in part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

6.2 CAPCOG terminates this contract for unavailability of funds by giving Travis County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Art. 7. Termination for Breach of Contract

7.1 (a) If Travis County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so, the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.

(b) If Sanborn breaches its contract with CAPCOG, so that the LiDAR goods and services are not delivered to Travis County, CAPCOG may terminate this contract by giving Travis County notice of the termination, as soon as it learns of the nondelivery, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

7.2 Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach.

Art. 8. Dispute Resolution

8.1 The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitation, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.

8.2 At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this

Contract No. IL120130LP

contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Travis County for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services. 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 are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

8.4 The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Art. 9. Notice to Parties

9.1 Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 9.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 9.2.

9.2 CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Travis County's address is: Travis County Transportation and Natural Resources, P.O. Box 1748, Austin, TX 78767-1748, Attention: Samuel T. Biscoe, County Judge.

9.3 A party may change its address by providing notice of the change in accordance with Art. 9.1.

Art. 10. Miscellaneous

10.1 Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations.

10.2 (a) This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

(b) Exhibit A, including the map attached thereto, is part of this contract.

10.3 This contract is binding on and inures to the benefit of the parties' successors in interest.

10.4 This contract is executed in duplicate originals.

Contract No. IL120130LP

10.5 **Non-Waiver of Default.** No payment, act, or omission by the County may constitute or be construed as a waiver of any breach or default of CAPCOG which then exists or may subsequently exist. All rights of the County under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the County under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

19.6 **No Waiver of Immunity.** It is expressly understood and agreed by the Parties that neither the execution of this Agreement nor any conduct of any representative of CAPCOG or County relating to this Agreement will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

10.7. This Agreement is between Travis County and CAPCOG. This Agreement is not intended, nor may it be construed, to confer any benefits, rights, or remedies upon any person not a party hereto.

10.8 If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

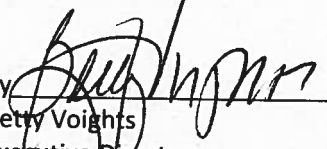
10.9 **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the County and CAPCOG and their respective successors, executors, administrators, and assigns. Neither the County nor CAPCOG may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

TRAVIS COUNTY, TEXAS

By _____
Samuel T. Biscoe
County Judge

Date _____

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By 
Betty Voights
Executive Director

Date 2-9-12

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

DRAFT

Contract No. IL120130LP

EXHIBIT A

CAPITAL AREA COUNCIL OF GOVERNMENTS

GEOMAP 2012 WORK ORDER 4511-33-TC

When signed on behalf of CAPCOG, this Work Order authorizes Sanborn to provide the goods and services described in the Scope of Work set out below in accordance with the timetable set out in the Scope of Work.

CAPCOG agrees to pay Sanborn the firm fixed price of \$35,000.00 for the goods and services provided under the Scope of Work.

This Work Order is subject to all of the terms and conditions of the Contract for the Capital Area Geospatial Base Map Project, as currently amended, between CAPCOG and Sanborn.

CAPCOG agrees to enforce all of the provisions of the CAPCOG/Sanborn Contract to ensure that all deliverables for the Project meet the standards set forth in the attached LiDAR Data Specifications.

SCOPE OF WORK

CAPCOG will provide the County LiDAR goods and services for 97 square miles (Q4 tiles) for a total price of \$36,750.00, or \$378.87 per unit tile. Each of the Q4 tiles is depicted in the attached map. Further details of the overall Scope of Work and Work Order are set forth in the attachments to the CAPCOG/Sanborn Contract.

Within ten business days after CAPCOG receives the project plan prepared by Sanborn, CAPCOG will deliver the project plan to the County.

**MAP
(SEE ATTACHMENT)**

THE SANBORN MAP
COMPANY, INC.

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

John Copple
Chief Executive Officer

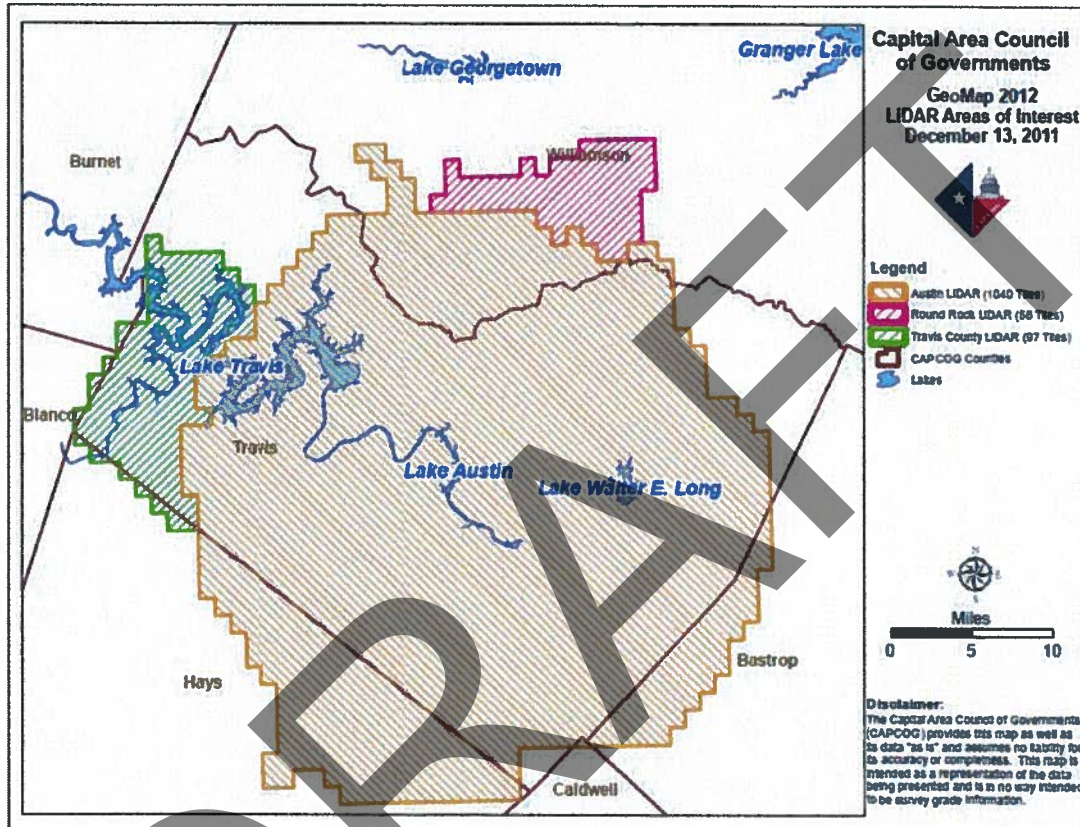
Betty Voights
Executive Director

Date _____

Date _____

LiDAR Data Specifications

The Round Rock lidar area and Travis County area adhere to the same specifications (defined below) as the City of Austin Lidar dataset being produced under Work Order #4448.



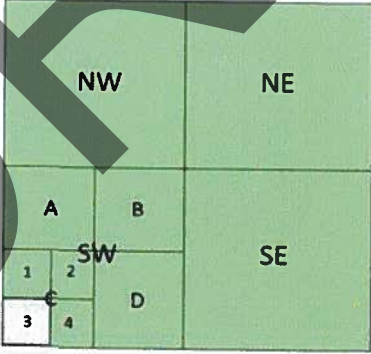
LiDAR Data Acquisition		
Requirement	Description	Specification
Collection Conditions	Cloud and fog-free between the aircraft and ground. Leaf-off is preferred when possible to facilitate ground acquisition. Ground should be snow free and no unusual flooding or inundation unless requirement waived in advance.	*
Returns per pulse	LiDAR sensor shall be capable of recording up to 3 (or more) returns per pulse, including 1st and last returns	*
Scan angle	From center scan angle $\leq \pm 20$ degrees. Full scan angle $\leq 40^\circ$.	*
Swath overlap	Nominal 50% side lap on adjoining swaths, i.e., survey shall be designed for 100% double coverage at planned aircraft height above ground	50%

Contract No. IL120130LP

Design pulse density (nominal)	Pulses/m ² (includes swath overlap; e.g., with 50% side lap, ≥ 2 pulse/m ² in each swath)	≥ 4
GPS procedures	At least 2 GPS reference stations in operation during all missions, sampling positions at 1 Hz or higher frequently. CORS stations will be selected in consultation with the Texas Height Modernization Program at the Texas Spatial Reference Center (TSRC). Differential GPS baseline lengths shall not exceed 30 km. Differential GPS unit in aircraft shall sample position at 2 Hz or higher. LiDAR data shall only be acquired when GPS PDOP is ≤ 3.5 and at least 6 satellites are in view.	*
Survey Conditions	Leaf-off and no significant snow cover or flood conditions, as observed by City of Austin Contract Representatives. Cloud and fog-free between the aircraft and ground.	*
Accuracy		
Horizontal Accuracy	RMSE(xy)	<50 cm
Vertical Accuracy	RMSW(z)	<10 cm

Geographic Coverage and Continuity	
Coverage	No voids between swaths. No voids because of cloud cover or instrument failure.
Swath overlap	$\leq 40\%$ no-overlap area per project.
Aggregate 1 st return density	Barring non-scattering areas (e.g., open water, wet asphalt): For entire project area, $\geq 85\%$ design pulse density Within any 30m x 30m area within areas of swath overlap, $\geq 50\%$ design pulse density
Spatial Reference Framework	
Vertical Datum	NAVD88, Geoid03, unless otherwise specified
Horizontal Datum	NAD83
Projection	State Plane Central Texas
Vertical Units	Feet (Orthometric, NAVD88)
Horizontal Units	U.S. Survey Feet

LiDAR

Deliverables- for Travis County and Round Rock Area	
Report of Survey & GPS	Text report that describes survey methods; results; LiDAR provider's accuracy assessments (with backup GPS and IMS sensor measurements) including internal consistency and absolute accuracy; file formats; file-naming schemes; tiling schemes, .pdf, .doc, or .odt format
Aircraft trajectories (SBET files)	Aircraft position (easting, northing, elevation) and attitude (heading, pitch, roll) and GPS time recorded at regular intervals of 1 second or less. May include additional attributes. <i>ASCII text or ESRI file geodatabase format</i>
All-return point cloud	List of all valid returns in LAS format. For each return: GPS week, GPS second, easting, northing, elevation, intensity, return#, return classification. May include additional attributes. No duplicate entries. GPS second shall be reported to the nearest microsecond (or better). Easting, northing, and elevation shall be reported to nearest 0.01 m (nearest 0.01 ft). Classification of returns shall be as complete as is feasible (including classes: 1. Unclassified, 2. Ground, 3. Low Vegetation (any vegetation below 4 feet over the ground) , 4. Medium Vegetation (between 4-12 feet), 5. High Vegetation (taller than 12 feet), 6 Building, 7. Low Point (noise), 9. Water, 15. Bridges, and 17. Culverts), without avoidable return misclassification. When the identification of a feature as a bridge or culvert cannot be made reliably, the feature should be regarded as a culvert. Cloud file structure shall conform to 1/64th USGS 7.5-minute quadrangle tiles (0.9375 minute by 0.9375 minute), using established CAPCOG file naming convention below. Point cloud should fill entire area of each tile. Note: The City of Austin will supply LiDAR provider Bridges and Culverts location shapefiles to assist with the location of all features as well as watershed boundaries.
CAPCOG File Naming Convention	<p>USGS 7.5min Quad: JOLLYVILLE</p>  <p>USGS Quarter Quad: "JOLLYVILLE-SWC3" Sample naming system</p> <p> S :- easting rn, lr s file, etc): is, text ITY : ville- </p>
2' Contours	2' Contours compliant with NMAS standards for 2' contours, edge matched and tagged with source LAS file, in both a seamless layer and in tiles matching the LAS point cloud deliverables. Contours smoothed using level 6 (middle of range).
Special Contours	Contours at 429.0 ft, 492.8 ft, 504.9 ft, 554.5 ft, and 681.0 ft, compliant with NMAS standards for 2' contours in a seamless layer. Layer schema will be approved at kick-off meeting.

Contract No. IL120130LP

Hydro-Flattening Breaklines	<p>All breaklines developed for use in hydro-flattening shall be delivered as a 3D feature class in an ESRI file geodatabase.</p> <p>Each shall be properly formatted and have accurate georeference information.</p> <p>Breakline elevations will use the same coordinate reference system (horizontal and vertical) and units as the LiDAR point delivery.</p> <p>Breakline delivery must be in the same tiling scheme as the LiDAR point delivery. Tiled deliveries must edge-match seamlessly in both the horizontal and vertical.</p> <p>Hydro-flattening refers to DRAFT USGS Base LiDAR Specification Version 13. The intent of these breaklines is to accurately depict water feature surfaces having a continuous surface elevation. (Data collected as 2 acres or greater and drains a 100' wide or greater).</p>
Formal metadata	<p>Tile based FGDC compliant metadata in XML format, one metadata file per tile per deliverable. Deliverables include LAS all point clouds, LAS bare earth point clouds, breaklines, intensity TIFFs and 10' DEMs (10' DEMs can be delivered in bigger areas, even one file for the whole AOI, in this case only one metadata file is needed to describe the 10' DEM.)</p>

Purchase Requisition

14:49:25

Number : 0000551150
Type : 1 PURCHASE REQUISITION
Status : READY FOR BUYER PROCESS
Reason : PENDING COURT APPROVAL OF INTERLOCAL
By : CHRISTINA JENSEN 854-9383
Date : 1/24/12
Vendor : CAPITAL AREA COUNCIL
Contract nbr :
Ship to : AI AS INDICATED BELOW
Deliver by date . . . : 1/31/12
Buyer : LP LEE PERRY
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	36750.00	DOL	LIDAR IMAGERY FOR 97 SQUARE MILES AS PROVIDED BY THE GEOSPATIAL BASE MAP PROJECT BETWEEN SANBORN AND CAPCOG

COMMENTS EXIST Total: 36750.00

F3=Exit F7=Alternate view F9=Print

F10=Approval info F12=Cancel F20=Comments

Fiscal Year 2012

Account Balance Inquiry

Account number . . . : 1-4905-621.60-99
Fund : 001 GENERAL FUND
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 05 COMPREHENSIVE PLANNING
Activity basic : 62 INFRA-ENV SCVS (TRNS&RDS)
Sub activity : 1 TNR (TRANS & NATRL RESRC)
Element : 60 OTHER PURCHASED SERVICES
Object : 99 CONTRACTED SERVICES

Original budget :	68,973	
Revised budget :	93,973	10/01/2011
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	.00	
Unposted expenditures :	.00	
Encumbered amount :	600.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	91,250.92	
Total expenditures & encumbrances:	91,850.92	97.7%
Unencumbered balance :	2,122.08	2.3

F5=EncumbrancesF7=Project dataF8=Misc inquiry

F10=Detail transF11=Acct activity listF12=CancelF24=More keys



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Loren Breland, 854-4854

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement between Travis County and the Capital Area Council of Governments (CAPCOG) for air quality monitoring.

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

On September 13, 2011, Travis County's Commissioner's Court approved \$12,500 to assist CAPCOG in the purchase of equipment for an air quality monitor at McKinney Roughs if other local entities agreed to assist CAPCOG as well. San Marcos, Round Rock, Williamson County, Hays County and Bastrop County are also assisting in the funding of monitors. The actual cost for the equipment will not exceed \$10,500.

The data collected at this site shows the impact of ozone transport and provides important information which will assist in the development of effective targeted pollution control strategies. Unlike other air quality work, monitoring data is unique and cannot be done at a late date.

The TX Legislature budget proposal cut funding for CAPCOG by 50%. This drastic reduction in funding required CAPCOG to eliminate or reduce important monitoring. The McKinney Roughs monitor shows the impact of ozone transport towards Travis County. Without the data from the monitor, it will be difficult to show the extent to which Travis County is affected by ozone transport. This data is becoming increasingly important as the standard for ozone is lowered and as Travis County is on the edge of not meeting the standard. Furthermore, this data is important for the development of control strategies for a State

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

Implementation Plan (SIP) if Travis County is declared nonattainment for ozone. If not collected during the 2012 ozone season, the data is lost – we cannot go back and collect or create it.

The attached Interlocal Agreement details the agreement between Travis County and CAPCOG regarding the purchase of the equipment for monitoring purposes.

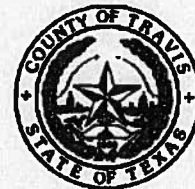
Ø **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☐ Funding Account(s):

☒ Comments: On September 13, 2011, Commissioner's Court approved \$12,500.00 to assist CAPCOG in the purchase of air quality monitoring equipment. Actual cost will not exceed \$10,500.00

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



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

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

February 14, 2012

MEMORANDUM

TO: Cyd Grimes, County Purchasing Agent
FROM: *Steven M. Manilla*
Steven M. Manilla, County Executive, TNR
SUBJECT: Interlocal Agreement
Air Quality Monitoring

TNR requests that Travis County enter into an interlocal agreement with The Capital Area Council of Governments ("CAPCOG") to assist in the purchase of equipment for air quality monitoring at McKinney Roughs.

Due to funding cuts, CAPCOG was required to reduce ozone monitoring in multiple locations. The data collected at the McKinney Roughs location demonstrates the direct impact of ozone transport on Travis County. This information is required to develop effective targeted pollution control strategies within Travis County.

The Commissioners' Court placed an earmark of \$12,500 during budget markup on September 13, 2011.

If you should have any questions or need further information, please contact Christina Jensen at (512) 854-7670.

CJ:SMM:cj

CAPITAL AREA COUNCIL OF GOVERNMENTS
INTERLOCAL CONTRACT FOR AIR QUALITY SERVICES

Art. 1. Parties and Purpose

1.1. The Capital Area Council of Governments ("CAPCOG") is a regional planning commission and political subdivision of the State of Texas organized and operates under the Texas Regional Planning Act of 1965, as amended, chapter 391 of the Local Government Code.

1.2. Travis County is a Texas local government that is seeking to ensure reliable, high-quality ambient air quality monitoring data is collected at CAPCOG's air quality monitor located in the McKinney Roughs Nature Park.

1.3. This contract is entered into between CAPCOG and Travis County under chapter 791 of the Government Code so that Travis County can contribute funding toward the purchase and continued operation of air quality equipment at the McKinney Roughs Nature Park as part of the regional air quality program at CAPCOG.

Art. 2. Goods and Services

2.1. CAPCOG agrees to purchase, install, operate, and maintain, new ambient air quality monitoring equipment (the "Equipment") at an ambient air quality monitoring site in the McKinney Roughs Nature Park described in Attachment A in this contract. The Equipment will include at least the following: an ozone analyzer, a wind sensor, and a data logger. CAPCOG agrees to provide Travis County with a copy of the receipt for the purchase of any monitoring equipment that will be paid for with funds from this contract, a copy of any warranty that covers the Equipment, and documentation of the installation of the Equipment at the site listed in Attachment A. CAPCOG agrees to allow Travis County to inspect the monitoring site listed in Attachment A to verify installation and the proper operation and maintenance of the Equipment purchased under this contract. CAPCOG shall cause the Equipment to be installed before April 1, 2012. CAPCOG agrees to fully enforce all warranties relating to the Equipment in addition to any agreements that CAPCOG has relating to the operation or maintenance of the Equipment.

Art. 3. Contract Price and Payment Terms

3.1. Travis County agrees to provide funding to CAPCOG under this contract, solely from current revenues available to Travis County, with a total value not to exceed \$10,500. CAPCOG will submit an invoice to Travis County upon installation of the equipment for Travis County's share of the cost of the equipment, along with a receipt for CAPCOG's purchase of the equipment and evidence of its installation at the site listed in Attachment A. This amount represents 100% of the cost of installing, operating,

AIR QUALITY PROGRAM 2012
INTERLOCAL CONTRACT

and maintaining the equipment CAPCOG plans to deploy in the McKinney Roughts Nature Park in 2012.

3.2. Travis County agrees to pay the invoice within 30 days after it receives the invoice, as required by the Prompt Payment Act, chapter 2251 of the Government Code.

Art. 4. Effective Date and Term of Contract

4.1. This contract takes effect on the date it is signed on behalf of CAPCOG and it ends, unless sooner terminated under Art. 6 or 7, or on October 31, 2012, whichever comes first.

4.2 Upon the termination of this contract, the County may request that CAPCOG, at no charge to the County, transfer ownership of the Equipment to the County and either deliver the Equipment to the County or allow the County to remove the Equipment. CAPCOG must deliver the Equipment to the County within 30 days after receiving a request from the County. The County has 45 days following the termination of this contract to remove the Equipment.

Art. 5. Nondiscrimination and Equal Opportunity

5.1. CAPCOG and Travis County will not unlawfully discriminate against anyone in carrying out this contract because of race, color, religion, national origin, sex, age, disability, handicap, or veteran status.

Art. 6. Termination of Contract for Unavailability of Funds

6.1. Travis County acknowledges that CAPCOG is a governmental entity without taxing power and agrees that CAPCOG may terminate this contract in whole or part if CAPCOG learns that funds to pay for the goods or services will not be available at the time of delivery or performance.

6.2. CAPCOG terminates this contract for unavailability of funds by giving Travis County notice of the termination, as soon as it learns of the funding unavailability, and specifying the termination date, which may not be less than 15 calendar days from the notice date. The contract terminates on the specified termination date.

Art. 7. Termination for Breach of Contract

7.1. If Travis County or CAPCOG breaches a material provision of this contract, the other may notify the breaching party describing the breach and demanding corrective action. The breaching party has five business days from its receipt of the notice to correct the breach, or to begin and continue with reasonable diligence and in good faith to correct the breach. If the breach cannot be corrected within a reasonable time, despite the breaching party's reasonable diligence and good faith effort to do so,

the parties may agree to terminate the contract or either party may invoke the dispute resolution process of Art. 8.

7.2. Termination for breach under Art. 7.1 does not waive either party's claim for damages resulting from the breach.

Art. 8. Dispute Resolution

8.1. The parties desire to resolve disputes arising under this contract without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Art. 8, toll the statute of limitations, or seek an injunction, until they have exhausted the procedures set out in this Art. 8.

8.2. At the written request of either party, each party shall appoint one nonlawyer representative to negotiate informally and in good faith to resolve any dispute arising under this contract. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

8.3. If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to refer the dispute to the Dispute Resolution Center of Austin for mediation in accordance with the Center's mediation procedures by a single mediator assigned by the Center. Each party shall pay half the cost of the Center's mediation services. 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 are to remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.

8.4. The parties agree to continue performing their duties under this contract, which are unaffected by the dispute, during the negotiation and mediation process.

Art. 9. Notice to Parties

9.1. Notice to be effective under this contract must be in writing and received by the party against whom it is to operate. Notice is received by a party: (1) when it is delivered to the party personally; (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party's address specified in paragraph 9.2 and signed on behalf of the party; or (3) three business days after its deposit in the United States mail, with first-class postage affixed, addressed to the party's address specified in Art. 9.2.

9.2. CAPCOG's address is 6800 Burleson Road, Building 310, Suite 165, Austin, TX 78744, Attention: Betty Voights, Executive Director. Travis County's address is P.O. Box 1748, 1010 Lavaca Street, Austin, Texas 78767, Attention: Adele Noel, Environmental Quality Program Manager.

9.3. A party may change its address by providing notice of the change in accordance with Art. 9.1.

Art. 10. Miscellaneous

10.1. Each individual signing this contract on behalf of a party warrants that he or she is legally authorized to do so and that the party is legally authorized to perform the obligations undertaken.

10.2. (a) This contract states the entire agreement of the parties, and an amendment to it is not effective unless in writing and signed by all parties.

(b) Attachment A is part of this contract.

10.3-. This contract is binding on and inures to the benefit of the parties' successors in interest.

10.4. This contract is executed in duplicate originals.

10.5 **Non-Waiver of Default.** No payment, act, or omission by the County may constitute or be construed as a waiver of any breach or default of CAPCOG which then exists or may subsequently exist. All rights of the County under this Agreement are specifically reserved and any payment, act, or omission is not to be construed to impair or prejudice any remedy or title to the County under it. Any right or remedy in this Agreement does not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided in this Agreement, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.6 **No Waiver of Immunity.** It is expressly understood and agreed by the Parties that neither the execution of this Agreement nor any conduct of any representative of CAPCOG or County relating to this Agreement will be considered to waive, nor will it be deemed to have waived, any immunity or defense that would otherwise be available to that entity against claims arising in the exercise of its governmental powers and functions, nor will it be considered a waiver of sovereign immunity to suit.

10.7. This Agreement is between Travis County and CAPCOG. This Agreement is not intended, nor may it be construed, to confer any benefits, rights, or remedies upon any person not a party hereto.

10.8 If performance by any Party of any obligation under this Agreement is interrupted or delayed by reason of unforeseeable event beyond its control, whether such event is an act of God or the common enemy, or the result of war, riot, civil commotion, sovereign conduct other than acts of the County under this Agreement, or the act of conduct of any person or persons not a party or privy hereto, then such Party

will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof.

10.9 Successors and Assigns. This Agreement is binding upon and inures to the benefit of the County and CAPCOG and their respective successors, executors, administrators, and assigns. Neither the County nor CAPCOG may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

TRAVIS COUNTY,
TEXAS

CAPITAL AREA COUNCIL OF
GOVERNMENTS

By _____

By _____

Sam Biscoe
County Judge

Betty Voights
Executive Director

Date _____

Date _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

ATTACHMENT A CAPCOG AIR QUALITY MONITORING STATION INFORMATION

The Capital Area Council of Governments ("CAPCOG") owns an ambient air quality monitoring station located at 1884 State Highway 71 West, Cedar Creek, Texas (Latitude: 30.1408770 degrees; Longitude: -97.458897 degrees, elevation: 158.0 meters). This air quality monitoring station collects ambient ozone concentrations, wind speed, and wind direction during ozone season from April through October, and has been active since August 16, 2006. The site reports data to the Texas Commission on Environmental Quality ("TCEQ"), which designates the site as Continuous Air Monitoring Station ("CAMS") 684, and calls it "McKinney Roughs." The site's United States Environmental Protection Agency ("EPA") Site Number is 480210684..

The equipment currently installed at the site includes the following:

- One Teledyne-API ozone analyzer over 6 years old,
- One Zeno data logger over 8 years old,
- One Young Instruments Wind Sensor over 10 years old.

CAPCOG will replace each of these instruments with new instruments prior to the first day of the 2012 ozone season, which is April 1, 2012.



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: J. Lee Perry/512-854-9724; M. Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for Quinlin Park Road Design Project, RFQ No. Q110243-LP, to the highest qualified firm, RW Armstron & Associates, Inc.

- **Purchasing Recommendation and Comments:** Purchasing concurs with department and recommends approval of requested action. This procurement action meets the compliance requirements as outlined by the statutes.
- TNR, with Purchasing's concurrence, requests contract approval from the pre-qualified list of professional engineering and architecture firms, for the design services of Quinlin Park Road Design Project, in the amount of \$93,328.08.
- TNR requested the development of a pre-qualified list of professional engineering and architecture firms that can complete small roadway, drainage, and park projects as the need arises. An RFQ was subsequently established. Sixty-One (61) firms submitted qualification statements, and 58 firms qualified and were approved by Commissioners Court on October 25, 2011, as well as the procedures for utilizing the list.
- In accordance with the approved procedures, TNR has reviewed all firms on the pre-qualified list and has determined that RW Armstrong & Associates, Inc. is the most qualified firm for the Quinlin Park Road Design Project, consisting of widening of Quinlin Park Road between Bella Mar and Tierra Grande, approximately 1,800 feet long.

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

- TNR and Purchasing has negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, RW Armstrong & Associates, Inc., in the amount of \$93,328.08.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.
- **Contract-Related Information:**
 - Award Amount: \$93,328.08
 - Contract Type: Professional Services Agreement
 - Contract Period: Through Completion
- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:
- **Solicitation-Related Information:**
 - Solicitations Sent: N/A Responses Received: N/A
 - HUB Information: Vendor is % HUB Subcontractor: 46%
not a HUB
- **Special Contract Considerations:**
 - ☐ Award has been protested; interested parties have been notified.
 - ☐ Award is not to the lowest bidder; interested parties have been notified.
 - ☒ Comments: N/A
- **Funding Information:**
 - ☒ Purchase Requisition in H.T.E.: 548773
 - ☒ Funding Account(s): 508-4931-808-8164
 - ☐ Comments:

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



Lee
2.10.12
ab

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

FEB 10 2012

TRAVIS COUNTY
PURCHASING OFFICE

February 9, 2012

MEMORANDUM

TO: Cyd V. Grimes, County Purchasing Agent
Marvin Brice, Assistant Purchasing Agent

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

Subject: Contract Award Recommendation for Design Services for small A/E Quinlan Park Road Project
RFQ# Q110243-LP

The following information is for your use in preparing an agenda item for Commissioners Court action. Please contact me at ext. 4-9383 if you have any questions or need additional information.

Proposed Motion:

~~A) Consider and take appropriate action on TNR's request to use up to \$500,000 of 2001 Bond Precinct Three projects savings for engineering and construction services for the Quinlan Park Road Improvements project.~~ (Dept. Item)

B) Consider and take appropriate action on TNR's request to enter into a Professional Services Agreement with RW Armstrong for Quinlan Park Road Improvements in Precinct Three; and

Summary and Staff Recommendations:

TNR Public Works initially reviewed the SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small projects (RFQ# Q110243-LP). The proposed project improvements are widening of Quinlan Park Road between Bella Mar and Tierra Grande, approximately 1,800 feet long. The result of this evaluation determined that RW Armstrong is the most qualified firm for this assignment.

TNR staff has now completed its negotiation with RW Armstrong and requests Commissioners Court's approval of entering into a Professional Service Agreement with this consultant to perform necessary professional engineering services.

Budgetary and Fiscal Impact: Funding for this project, if approved by the Commissioners Court, will come from 2001 Bond Precinct Three projects savings. The contract amount of this PSA is \$93,328.08. The source of funding is as follow:

<u>Funding Source</u>	<u>Requisition</u>	<u>Account No.</u>	<u>Amount</u>	<u>Com/Sub</u>
2001 Bond Pct 3	548773	508-4931-808-8164	\$100,000.00	968/057

A summary of the 2001 bond savings by precinct is attached.

Issues and Opportunities:

Quinlan Park Road is a 2-lane road at the newly constructed River Ridge Elementary School. A center turn lane is needed to relieve traffic congestions during morning and afternoon peak hours. Construction work is planned to be performed by Road and Bridge crews during the school summer break.

Required Authorizations:

Jessica Rio, PBO

Chris Gilmore, County Attorney's Office

Attachment:

Scope and fee proposal

2001 Bond Savings

CC: Steve Sun, P.E., TNR Public Works, Engineering Division Manager
Miguel Villarreal, P.E., TNR Public Works, Project Manager
David Greear, P.E., TNR Road and Bridge
Cynthia McDonald, Donna Williams-Jones, TNR Financial Services
Lee Perry, Purchasing

Fiscal Year 2012

Account Balance Inquiry

12:25:25

Account number . . . : 508-4931-808.81-64
Fund : 508 U/T ROAD BONDS, 2007
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 64 PURCH SVC-INFRASTRCTR RDS

Project Req'd

Original budget :	0	
Revised budget :	7,440,907	12/12/2011
Actual expenditures - current . :	.00	
Actual expenditures - ytd . . . :	176,888.47-	
Unposted expenditures :	.00	
Encumbered amount :	3,975,494.58	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	100,000.00	
Total expenditures & encumbrances:	3,898,606.11	52.4%
Unencumbered balance :	3,542,300.89	47.6

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

Purchase Requisition

12:26:28

Number : 0000548773
Type : 1 PURCHASE REQUISITION
Status : AUDITOR APPROVAL
Reason : 53933 ENC \$\$ PENDING AWARD ATTN: MARVIN BRICE
By : DONNA WILLIAMS 854-7677
Date : 12/16/11
Vendor : RW ARMSTRONG ENGINEERING
Contract nbr :
Ship to : Z1 TNR ADMIN - 11TH FLR
Deliver by date . . . : 12/16/11
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	100000.00	DOL	ENGINEERING SERVICES FOR QUINLAN PARK ROAD IMPROVEMENTS-2001 BOND

+

COMMENTS EXIST

Total: 100000.00

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

Contract No. 12AE0082LP

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY

AND

RW ARMSTRONG & ASSOCIATES, INC

FOR

PROFESSIONAL ARCHITECTURAL/ENGINEERING SERVICES

FOR

**QUINLAN PARK ROAD DESIGN PROJECT
(SMALL PROJECTS)**

Contract No. 12AE0082LP

PROFESSIONAL SERVICES AGREEMENT (PSA)

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DRAFT PROFESSIONAL SERVICES AGREEMENT (PSA)

STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas (the "COUNTY") and Halff Associates, Inc. (the "CONSULTANT") (this "Agreement").

WHEREAS, the COUNTY desires to obtain professional architectural/engineering services for Quinlin Park Road Design Project (Small Projects) (the "Project");

WHEREAS, the CONSULTANT has the professional ability and expertise to fulfill the requirements of the Project, and to counsel the COUNTY in the selection and analysis of cost-effective alternatives; and

WHEREAS, this Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 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 and agreements set forth herein, the amount and sufficiency of which are acknowledged, the COUNTY and the CONSULTANT agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The COUNTY agrees to contract with the CONSULTANT as an independent contractor and the CONSULTANT agrees to perform professional architectural/engineering services as described herein. As a condition to this contractual obligation, it is specifically agreed that any disputes arising hereunder must be submitted to the County Executive of the Travis County Transportation and Natural Resources Department (the "COUNTY EXECUTIVE "). Disputes pertaining to non-technical matters will be handled in accordance with Paragraph 11.9 of this Agreement. The COUNTY EXECUTIVE MANAGER has complete authority for the purpose of resolving technical matters. In all other cases, the decision of the Travis County Commissioners Court (the "Commissioners Court") will be final and binding.
- 1.2 The COUNTY will provide the CONSULTANT convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relative to existing facilities and to the Project. The CONSULTANT must make copies of needed information and promptly return all originals. Cost of such copies will be a reimbursable expense. The CONSULTANT's copies of the foregoing material must be returned to the COUNTY upon completion of the Project, if the COUNTY EXECUTIVE so instructs the CONSULTANT.
- 1.3 The COUNTY cannot guarantee the accuracy of all information which it provides to the CONSULTANT. The CONSULTANT may rely on professional sealed documents to the extent

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that the original professional would have been held liable for the information contained therein, in accordance with industry standard practice. Information provided in record or as-built documents that are critical to the current design work should be field-verified by the CONSULTANT in accordance with his professional judgment. The CONSULTANT may rely on other project information provided by the COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 1.4 If the COUNTY EXECUTIVE observes or otherwise becomes aware of any fault or defect in the Work Product, as defined herein, the COUNTY EXECUTIVE will give prompt written notice thereof to the CONSULTANT. The CONSULTANT must correct any such fault or defect at no cost to the COUNTY.

SECTION 2 BASIC SERVICES OF THE CONSULTANT

- 2.1 The CONSULTANT is responsible for the complete design and documentation of the work described herein, and must prepare the Work Product, as defined herein, in a manner that will be acceptable to the COUNTY EXECUTIVE. The CONSULTANT must also serve as the COUNTY'S professional consultant in those phases of the Project to which this Agreement applies and must consult with and give advice to the COUNTY during the performance of the Project.
- 2.2 The CONSULTANT must perform the "Basic Services," which mean:
 - 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the COUNTY EXECUTIVE and the Commissioners Court and in accordance with the requirements, policies, and standard practices of Travis County;
 - 2.2.2 the detailed Scope of Services prepared for the Project, set forth in Appendix A, attached hereto and made a part hereof (the "Scope of Services");
 - 2.2.3 all requirements stated in the Qualifications Statement submitted by the CONSULTANT in response to that RFQ, attached hereto as Appendix B and made a part hereof;
 - 2.2.4 the Work Product, as defined herein, which the CONSULTANT must submit to the COUNTY for review at regular intervals, as specified in the Project Schedule to be provided by the CONSULTANT, attached hereto as Exhibit 3 and made a part hereof.
- 2.3 The CONSULTANT must use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements applying to this project must be the latest edition in effect on the date on which this PSA is executed, unless the CONSULTANT and the COUNTY expressly agree otherwise. The applicable codes for this project include, but are not limited to:
 - a. International Building Code
 - b. National Fire Code
 - c. National Plumbing Code
 - d. National Mechanical Code

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- e. City of Austin Energy Guidelines/Codes, or applicable electric service provider's guidelines/codes
- f. Travis County Design Standards for Construction of Streets and Drainage in Subdivisions
- g. AASHTO A Policy on Geometric Design of Highways and Streets
- h. Texas Manual of Uniform Traffic Control Devices for Streets and Highways (current edition and revisions)
- i. Texas Department of Transportation Construction Manual
- j. City of Austin Drainage Criteria Manual (current version and updates)
- k. Texas Department of Transportation's Standard Specifications for Construction of Highways, Streets and Bridges, 2004
- l. National Environmental Policy Act (NEPA)
- m. Architectural Barriers, Texas Department of Licensing and Regulation
- n. Americans with Disabilities Act (ADA) Regulations
- o. Army Corps of Engineers Regulations
- p. Edwards Aquifer Regulations
- q. Texas Commission on Environmental Quality applicable regulations

- 2.4 As part of the Basic Services, the CONSULTANT must report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by the County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to the COUNTY of all elements of the Project designed or specified by the CONSULTANT (the "Construction Cost").
- 3.2 The Construction Cost includes the cost at current market rates, including a reasonable allowance for overhead and profit, (i) of labor and materials and any equipment which has been designed, specified, selected, or specially provided for by the CONSULTANT and (ii) of permitting fees and other fees and charges required by the City of Austin or other governmental authorities. The Construction Cost does not include the compensation of the CONSULTANT and other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by the CONSULTANT represent the CONSULTANT'S best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the CONSULTANT nor the COUNTY has control over the cost of labor, materials, or equipment, over contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.
- 3.4 The CONSULTANT may include contingencies for design, bidding, and price escalation to determine what materials, equipment, component systems, and types of construction are to be included in the Work Product (as defined in Section 7), and may include in the Work Product alternate bids to adjust the Construction Cost to the fixed limit.
- 3.5 If the Bidding Phase (as described in the Scope of Services) has not commenced within one month after the CONSULTANT submits the Work Product for that phase to the COUNTY, any Project budget or fixed limit of Construction Cost will be adjusted by the CONSULTANT if

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directed by COUNTY as an additional service, if delay was not caused by the CONSULTANT, to reflect any change in the general level of prices in the construction industry between the date of submission of the Work Product and the date on which bids are sought.

- 3.6 If the Project budget or fixed limit of Construction Cost is exceeded by the lowest responsible bid, the COUNTY may:
- 3.6.1 give written approval of an increase in the Project budget or fixed limit,
 - 3.6.2 authorize rebidding of the Project within a reasonable time,
 - 3.6.3 if the Project is abandoned, terminate this Agreement, or
 - 3.6.4 revise the scope of the Project to reduce the Construction Cost.
- 3.7 If the COUNTY chooses to proceed under clause 3.6.4 above, the CONSULTANT, without additional compensation, must modify the documents that the CONSULTANT is responsible for preparing under the Basic Services portion of this Professional Services Agreement, as necessary to comply with the fixed limit.
- 3.8 The CONSULTANT must estimate the total project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget must not include (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures, and equipment. As part of the services, the CONSULTANT must report any suspected occurrence of hazardous materials in the areas of proposed remodeling to the County. Hazardous materials abatement work will be provided by the County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of the CONSULTANT's performance of the Basic Services, the CONSULTANT will receive the Basic Services compensation described in Exhibit 1, attached hereto and made a part hereof. The Basic Services compensation will be paid in accordance with the payment schedule set forth in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), the CONSULTANT will receive the Additional Services compensation described in Exhibit 1.
- 4.3 In the event of any dispute over the classification of the CONSULTANT's services as "Basic" or "Additional" services under this Agreement, the decision of the EXECUTIVE MANAGER will be final and binding on the CONSULTANT.

SECTION 5 PERIOD OF SERVICE

- 5.1 The CONSULTANT must perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached hereto as Exhibit 3 and made a part hereof. Any such modification must include an update to the Project.
- 5.2 This Agreement will become effective on the Effective Date, as defined herein, and will remain in full force and effect for the period required for the complete design of, construction contract

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award for, and construction of the Project, including warranty periods and any extensions of time as provided herein (the "Project Completion Date"), unless sooner terminated as provided for herein.

- 5.3 If the performance by CONSULTANT or the COUNTY of either party's 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 party hereto, then it will be excused from such performance for such period of time as is reasonably necessary after such occurrence to remedy the effects thereof. Upon the discovery of such an event, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the COUNTY EXECUTIVE to propose a program for a solution to the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. A written request for an extension of time, when properly documented and justified by the circumstances, may be granted by the COUNTY EXECUTIVE.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The COUNTY EXECUTIVE will act on behalf of the COUNTY with respect to any and all services to be performed under this Agreement. The COUNTY EXECUTIVE has complete authority to interpret and define the COUNTY's policies and decisions with respect to the CONSULTANT's services. The COUNTY EXECUTIVE may designate representatives to transmit instructions and receive information.
- 6.2 The CONSULTANT must not commence work until the CONSULTANT has been thoroughly briefed on the scope of the Project by the COUNTY EXECUTIVE. The CONSULTANT must not commence work on the Project until receipt of a written notice to proceed issued by the Travis County Purchasing Agent upon the recommendation of the COUNTY EXECUTIVE (the "Notice to Proceed"). The CONSULTANT must not commence work on any phase of the Project, as such phases are described in the Scope of Services, until receipt of a written Notice to Proceed, which will be issued by the COUNTY EXECUTIVE.
- 6.3 At the beginning of each phase and before written authorization to proceed with that phase is issued, the CONSULTANT must submit to the COUNTY EXECUTIVE the Project Schedule, as updated and adjusted as required for each phase. In addition, the CONSULTANT must make monthly progress reports with comparisons to the Project Schedule.
- 6.4 In addition to the CONSULTANT's obligations described in the Scope of Services pertaining to meetings, at intervals that must not exceed 30 days, the CONSULTANT must arrange for and attend progress meetings with representatives of the COUNTY and, as applicable, any other governmental authority having jurisdiction over the Project to explain and receive feedback on the work-in-progress.
- 6.5 The CONSULTANT must furnish all available data and reasonable assistance necessary to comply with established application, review, and approval processes for any permits, grants, or planning advances required for the Project. The CONSULTANT must familiarize itself with and comply with established application, review, and approval processes as necessary to assure

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that reasonable compliance will cause no delay to the Project Schedule.

- 6.6 The CONSULTANT has the responsibility at all times under the terms of this Agreement for advising the COUNTY whether in the CONSULTANT's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.7 The CONSULTANT must cooperate and coordinate with the COUNTY's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the COUNTY EXECUTIVE.

SECTION 7 WORK PRODUCT

- 7.1 The term "Work Product" means any reports, drawings, plans, specifications and any other documents created, obtained or assembled in connection with performance of this Agreement and with the services rendered in connection with the Project, including but not limited to any and all deliverables for each phase of the Project as described in the Scope of Services.
- 7.2 The Work Product must be submitted by the CONSULTANT for each phase of the Project on or before the dates specified in the Project Schedule provided by the CONSULTANT. Upon receipt of the Work Product, the submission will be checked for completion. A "Complete" submission means that all items listed, referenced and otherwise described in this Agreement relating to that phase of the Project have been included.
- 7.3 If the submission is Complete, the COUNTY will notify the CONSULTANT and the COUNTY's Technical Review Process, as defined herein, will begin. If the submission is incomplete, the COUNTY will notify the CONSULTANT, who must perform such professional services as are required to complete the Work Product for that phase and must resubmit it to the COUNTY.
- 7.4 The COUNTY's "Technical Review Process" means the County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, the Complete Work Product will be returned to the CONSULTANT, who must perform any professional services required for such compliance and resubmit the Complete Work Product to the COUNTY.
- 7.5 The process described in paragraph 7.3 and 7.4 will be repeated until the Work Product is accepted by County. "Acceptance" means that in the COUNTY EXECUTIVE's opinion substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, the CONSULTANT must perform any required modifications, corrections, redesigns, and additional work as requested by the COUNTY and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the COUNTY EXECUTIVE. "Approval" means formal written recognition that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 In the event of any dispute over the classification of the CONSULTANT's Work Product as "Complete", "Accepted", or "Approved" under this Agreement, the decision of the COUNTY

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EXECUTIVE will be final and binding on the CONSULTANT.

SECTION 8 REVISIONS TO WORK PRODUCT

- 8.1 After Approval by the County of the Work Product for each Project phase, the CONSULTANT must, without additional compensation, perform any professional services required as a result of the CONSULTANT's development of the Work Product which are found to be in error or omission. In addition, if it is necessary to revise the Work Product in order to make the Project constructible, the CONSULTANT must do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of County, which involve extra services and expenses to the CONSULTANT, will entitle the CONSULTANT to additional compensation for such extra services and expenses and will be paid as Additional Services in accordance with Exhibits 1 and 2. Written authorization for Additional Services must be obtained in advance in accordance with Exhibit 1.

SECTION 9 REIMBURSABLE EXPENSES

- 9.1 "Reimbursable Expenses" means expenses in addition to the compensation for Basic Services or Additional Services set forth in Exhibits 1 and 2, and must include actual expenditures made by the CONSULTANT in the interest of the Project for the expenses listed below:
- 9.1.1 Expense of reproductions, plotting of drawings, and/or other documents for other than the in-house use of the CONSULTANT. Also allowable as reimbursables are postage, delivery expenses, and mileage that are for the Work Product(s);
 - 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project; and
 - 9.1.3 The Sub-consultant Management Fee is a to be determined (TBD) percentage negotiated between the COUNTY and the CONSULTANT, for the management of any sub consultants utilized in the performance of the Basic Services or Additional Services set forth in Exhibits 1 and 2. The COUNTY reserves the right to waive the Sub-consultant Management Multiplier during negotiations.
- 9.2 Unless this Agreement has been amended or modified as provided herein, at no time may the payments made for each of the above-listed categories of Reimbursable Expenses exceed the amount shown in Exhibit 1.
- 9.3 Payment of Reimbursable Expenses will be made monthly upon presentation of the CONSULTANT's statement of services rendered or expenses incurred. Receipts for all reimbursable expenses must be submitted with each invoice. The COUNTY does not reimburse for sales taxes paid by the CONSULTANT. The CONSULTANT may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

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SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** The COUNTY may suspend performance of this Agreement at any time for any reason without terminating this Agreement by giving CONSULTANT written Notice of Suspension (a "Notice of Suspension"). The "Effective Date of Suspension" is the date on which CONSULTANT receives the Notice of Suspension, and this date begins the Suspension Period. Performance may be reinstated and this Agreement resumed in full force and effect within 60 days of receipt by the CONSULTANT of written notice of reinstatement from the COUNTY. Upon the Effective Date of Suspension, the CONSULTANT must follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, the CONSULTANT must, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Copies of all completed or partially completed designs, plans, and specifications prepared under this Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 10.1.2 During the Suspension Period, the CONSULTANT may submit the above-referenced statement to the COUNTY for payment of the approved services actually performed under this Agreement, less previous payments.
- 10.2 **TERMINATION FOR CONVENIENCE.** The COUNTY reserves the right to terminate this Agreement for reasons other than default by the CONSULTANT, including for any reason deemed by Commissioners Court to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order, by delivering to the CONSULTANT a written notice (a "Notice of Termination"), which will take effect on the tenth day following receipt by the CONSULTANT ("Termination for Convenience").
- 10.2.1 Upon receipt of a Notice of Termination and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
- 10.2.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a pre-condition to any final payment due under this Agreement.
- 10.2.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

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10.2.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

10.3 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the failure of the other party to perform any provisions of this Agreement, through no fault of the terminating party ("Termination for Default") by delivering written notice of termination (a "Notice of Termination for Default") to the defaulting party. The Notice of Termination for Default will take effect on the tenth day following receipt by the defaulting party. In the event of Termination for Default, the COUNTY and its officials, agents and representatives will not be liable for loss of any profits.

Termination by CONSULTANT:

10.3.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY, within thirty (30) days after receipt by the COUNTY of the CONSULTANT's Notice of Termination for Default, the CONSULTANT must submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

10.3.2 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.

10.3.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.

10.3.4 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.

Termination by COUNTY:

10.3.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and prior to the effective date of termination, the CONSULTANT must, unless the Notice of Termination otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and must proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within 30 days after receipt of a Notice of Termination for Default, the CONSULTANT must submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.

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- 10.3.6 Copies of all completed or partially completed designs, plans, specifications and other work product prepared under this Agreement prior to the effective date of termination must be delivered to the COUNTY as a precondition to any final payment due under this Agreement.
- 10.3.7 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.8 Failure by the CONSULTANT to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions constitutes a waiver by the CONSULTANT of any and all rights or claims to collect the fee that CONSULTANT may rightfully be entitled to for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

SECTION 11 CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 11.1 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless CONSULTANT or someone under CONSULTANT's direction is appropriately licensed. In the event such licensed individual's license expires, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within five working days.
- 11.2 The CONSULTANT is responsible for conformance with applicable federal and state laws, COUNTY permitting requirements, and city ordinances currently in effect.
- 11.3 Acceptance and Approval of the Work Product by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of CONSULTANT's designs, working drawings, specifications, or other documents or work performed under this Agreement. Neither Acceptance nor Approval by the COUNTY constitutes an assumption of responsibility or liability by the COUNTY for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by the CONSULTANT.
- 11.4 Notwithstanding anything in this AGREEMENT to the contrary, the CONSULTANT must perform all services and responsibilities required of the 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. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement is to be construed to relieve the CONSULTANT of this duty.
- 11.5 Any employee of the CONSULTANT, who in the opinion of the COUNTY is incompetent or whose conduct becomes detrimental to the work or coordination with the COUNTY, must upon the COUNTY's request be immediately removed from association with the Project.

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- 11.6 The CONSULTANT must place his Texas Professional CONSULTANT's seal of endorsement on all documents and engineering data furnished to the COUNTY, as required by law.
- 11.7 The CONSULTANT is an independent contractor under this Agreement. Neither the CONSULTANT nor any officer, agent, servant, or employee of the CONSULTANT will be classified as an employee or servant of COUNTY.
- 11.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, ACTIONS, SUITS, AND LIABILITY OF ANY KIND, WHETHER MERITORIOUS OR NOT, INCLUDING, WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR DAMAGE TO ANY PROPERTY ARISING IN WHOLE OR IN PART FROM ANY NEGLIGENT ACT, NEGLIGENT ERROR, OR NEGLIGENT OMISSION OF THE CONSULTANT OR ANY OF ITS EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.
- 11.8.1 If any claim, or other action, that relates to the 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 the CONSULTANT, the CONSULTANT must give written notice to County of the following information:
- (a) the existence of the claim, or other action, within ten (10) working days after being notified of it;
 - (b) 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;
 - (c) the alleged basis of the claim, action or proceeding;
 - (d) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (e) the name or names of any person against whom this claim is being made.
- 11.8.2 Except as otherwise directed, the CONSULTANT must furnish to County copies of all pertinent papers received by the CONSULTANT with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.
- 11.9 DISPUTES AND APPEALS: The Purchasing Agent acts as the County representative in the issuance and administration of this contract. In case of a dispute, any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized County person, is void unless otherwise stated in this contract. If the CONSULTANT does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, the CONSULTANT must submit a written notice to the Purchasing Agent, or other authorized County person, within ten calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail.

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SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 The CONSULTANT must furnish the County with Work Product as requested, whether or not they are complete at the end of the Project, or upon suspension or termination of this Agreement, as provided herein. The CONSULTANT has the right to retain copies of the Work Product for its records.
- 12.2 The Work Product, and any other documents, including estimates, computer tapes, graphic files, tracings, calculations, analyses, reports, specifications, field notes, and data prepared by the CONSULTANT in performance of this Agreement, together with all intellectual property and proprietary rights in and to all such documents, will upon creation become the sole and exclusive property of the COUNTY and upon completion of the Project must be delivered to the COUNTY in an organized fashion with the CONSULTANT retaining a copy.
- 12.3 Any reuse by the CONSULTANT of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of the COUNTY will be at the CONSULTANT's sole risk and without liability or legal exposure to the COUNTY. Should this Agreement be terminated prior to completion of the Project, the CONSULTANT is not liable for the COUNTY's use of partially completed designs, plans, or specifications on this Project or any other Project.
- 12.4 The CONSULTANT is not responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 performed by any other entity, without the specific written consent of the CONSULTANT.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 The CONSULTANT agrees to maintain appropriate accounting records of costs, expenses, and payrolls of employees working on the Project, together with documentation of evaluations and study results for a period of five years after final payment for completed services and all other pending matters concerning this Agreement have been closed.
- 13.2 The CONSULTANT further agrees that the COUNTY and its duly authorized representatives will have access to any and all books, documents, papers and records of the CONSULTANT, which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

SECTION 14 MISCELLANEOUS

- 14.1 VENUE. This Agreement is governed by and will be construed in accordance with the laws of

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the United States of America and the State of 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.

- 14.2 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 will remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4, attached hereto and made a part hereof.
- 14.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 14.4.1 Employed or retained for a commission, percentage, brokerage, contingency fee, or other consideration, any firm or person (other than a bona fide employee working solely for the CONSULTANT) to solicit or secure the services provided by this Agreement.
 - 14.4.2 Agreed, as an expressed or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person other than in connection with carrying out the services to be performed under this Agreement.
 - 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for the CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the services provided under this Agreement.
 - 14.4.4 The CONSULTANT further agrees that this certification may be furnished to any local, state or federal governmental agencies in connection with this Agreement and for those portions of the Project involving participation of agency grant funds and is subject to all applicable state and federal, criminal and civil laws.
- 14.5 BIDDING EXEMPTION. This Agreement is exempted from the bidding requirements of the County Purchasing Act pursuant to Section 262.024(a)(4) of the Local Government Code as this is a contract for professional services.
- 14.6 NOTICE. Any notice required or permitted to be given under this Agreement by one party to the other must be in writing and must 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.

The address of the COUNTY for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes (or successor)

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

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

Steven M. Manilla, P.E. (or successor)
Travis County Transportation and Natural Resources, County Executive
P.O. Box 1748
Austin, Texas 78767

The address of the CONSULTANT for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

RW Armstrong & Associates, Inc.
Attn: Christopher S. Wickham, PE
901 South MoPac Expressway
Building V, Suite 110
Austin, Texas 78746

14.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 5, attached hereto and made a part hereof.

14.8 FORFEITURE OF AGREEMENT. The CONSULTANT will forfeit all benefits of this Agreement and the COUNTY will retain all performance by the CONSULTANT and recover all consideration, or the value of all consideration, paid to the CONSULTANT pursuant to this Agreement if:

- (i) The CONSULTANT was doing business at the time of submitting its Qualifications Statement or had done business during the 365-day period immediately prior to the date on which its Qualifications Statement was due with one or more Key Contracting Persons; or
- (ii) The CONSULTANT does business with a Key Contracting Person after the date on which the Qualifications Statement that resulted in this Agreement and prior to full performance of this Agreement.

14.8.1 "Was doing business" and "has done business" mean:

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

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(c) but does not include:

- (1) any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public;
- (2) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by the CONSULTANT in the ordinary course of its business; or
- (3) a transaction for a financial service or insurance coverage made on behalf of the CONSULTANT if the CONSULTANT is a national or multinational corporation by an agent, employee or other representative of the CONSULTANT who does not know and is not in a position that he or she should have known about the Contract.

14.8.2 "Key Contracting Person" means any person or business listed in Attachment 1 to Exhibit 6, attached hereto and made a part hereof.

14.9 PURCHASE ORDER. The CONSULTANT and its contractors, subcontractors and vendors must provide goods and services using the purchase order method. A purchase order number will be assigned by the designated representative of the Travis County Purchasing Office. The CONSULTANT and its contractors, subcontractors and vendors must reference the Agreement number and the purchase order number on all invoices to the Travis County Transportation and Natural Resources Department. The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. All invoices submitted by the CONSULTANT and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. The COUNTY will not pay invoices that are in excess of the amount authorized by the purchase order.

14.10 PAYMENTS. Payment will be made by check or warrant by upon satisfactory delivery and acceptance of items and submission of a correct and complete invoice to the address below for orders placed by the Purchasing Agent, or as indicated on Purchase Orders placed by other authorized COUNTY offices and/or departments.

Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

14.10.1 In order to be considered "correct and complete," an invoice must include at least the following information:

- (a) Name, address, and telephone number of the CONSULTANT and similar information in the event payment is to be made to a different address,
- (b) County Agreement, Purchase Order, or Delivery Order number,
- (c) Identification of items or services as outlined in the Agreement,
- (d) Quantity or quantities, applicable unit prices, total prices, and total amount, and
- (e) Any additional payment information which may be called for by this Agreement.

The Consultant must also submit a statement with each invoice showing the percentage

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completion of the work to date, as well as any additional written information requested by the County to document the progress of the work.

14.10.2 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.

- (a) 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 the CONSULTANT to the State, the COUNTY or a salary fund, a warrant may not be drawn on a COUNTY fund in favor of the CONSULTANT, or an agent or assignee of the CONSULTANT until:
 - (1) the County Treasurer notifies the CONSULTANT in writing that the debt is outstanding; and
 - (2) the debt is paid.
- (b) "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY.
- (c) COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 14.10.2(a) above, if the notice includes a statement that the amount owed by the COUNTY to the CONSULTANT may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary herein, if the CONSULTANT is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, the CONSULTANT 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.

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

14.14 SUCCESSORS AND ASSIGNS. This Agreement is binding upon and inures to the benefit of the COUNTY and the CONSULTANT and their respective successors, executors, administrators, and assigns. Neither the COUNTY nor the CONSULTANT may assign, sublet, or transfer their interest in or obligations under this Agreement without the written consent of the other party hereto. IT IS EXPRESSLY ACKNOWLEDGED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

14.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.

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14.15.1 HUB Program Requirements

14.15.1.1 In consideration of award of this Agreement to the CONSULTANT, the CONSULTANT agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 7 and made a part hereof. The 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" means "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.

14.15.1.2 The CONSULTANT may go beyond the good faith efforts listed above when soliciting HUB subcontractors.

14.15.2 Subcontractor Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting reporting system (the "Subcontractor Tracking Software System" or the "System") to assist the Travis County Purchasing Office in monitoring, tracking and reporting payments to Subcontractors/subconsultants. The COUNTY understands and believes, based on discussions with representatives of the System vendor and review of documentation accompanying the System, that: (i) the System provides a paperless environment in which transactions are electronically stored and routed; "Payment" and "Payment Verification" alerts are provided by e-mail and fax; (ii) the System will facilitate electronic Subcontractor/subconsultant diversity management, which in turn will improve auditing while cutting costs and shortening the audit cycle from months to hours; (iii) the System will eliminate standard forms and streamline the current manual process of tracking payments to all first-tier Subcontractors/subconsultants by performing all such tracking procedures electronically; and (iv) the System will serve as a tool to improve

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efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 The CONSULTANT must designate, and must require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, the CONSULTANT must record and submit electronically payments made to all Subcontractors/subconsultants for Work completed through the end of the previous pay period; such electronic recording and submission must be completed no later than the 15th day after such payments are made. The CONSULTANT must contractually require all Subcontractors/ subconsultants to verify payments by entering such payment data in the System no later than 10 days following the day on which the CONSULTANT enters the Subcontractor/subconsultant payment information as required herein. The CONSULTANT must attempt to resolve any payment discrepancies or disputes in good faith. The CONSULTANT will not receive credit towards the HUB, M/WBE and DBE participation goals until reported payments have been verified by entering the payment data into the System as described herein or by providing to the COUNTY payment documentation satisfactory to the COUNTY.

14.15.2.3 The CONSULTANT must report payment information pertaining to each Subcontractor/subconsultant that includes, but is not limited to, business name, certification status, work assignment, original subcontract sum, payment number, percentage and dollars paid during the reporting period. A "Comment" field is available for entering additional information and comments and includes the ability to attach documents.

14.15.2.4 Failure by the CONSULTANT to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and contract termination in accordance with the procedures set forth in this Agreement. Additionally, if the CONSULTANT is determined to be in default of these mandatory reporting requirements, it may have such conduct considered against it, in assessment of responsibility, in the evaluation of future contracts with the COUNTY.

14.15.2.5 The CONSULTANT must register, and must contractually require all Subcontractors/subconsultants to register, with a username and password. Training on how to use the System will be provided by Travis County Purchasing Office HUB staff.

14.15.2.6 The COUNTY understands and believes that the Subcontractor Tracking Software System will assist the COUNTY in ensuring compliance with the County's HUB Program, and will allow COUNTY staff to closely monitor The CONSULTANT and all Subcontractors/subconsultants performing Work on the Project. Travis County Purchasing Office HUB staff will conduct periodic post-award compliance reviews to verify that Subcontractors/subconsultants listed by the CONSULTANT performed the work and received payment.

14.15.2.7 During the term of this Agreement, the CONSULTANT is encouraged to inform the COUNTY of any problems anticipated or encountered, and of any other concerns, regarding the utilization of HUBs, M/WBEs and DBEs.

14.15.2.8 Other information tracked by the System includes increases or decreases in Subcontractor/subconsultant Work assignments, percentage of goal achieved, and

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substitutions. When substituting a Subcontractor/subconsultant, the CONSULTANT is highly encouraged to utilize HUBs, M/WBEs and DBEs. The CONSULTANT must notify the COUNTY of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice must be sent electronically to the Purchasing Agent or HUB Program Coordinator. The CONSULTANT may be requested to provide evidence that it made a good faith effort to substitute another HUB, M/WBE or DBE Subcontractor/subconsultant but was unable to do so. Approval turn around time will be within 24 – 48 hours. If the CONSULTANT has difficulty in locating HUB, M/WBE or DBE Subcontractors/subconsultants, it should contact the Travis County Purchasing Office HUB staff at (512) 854-4561 or (512) 854-4852.

14.15.2.9 The COUNTY understands and believes that other notifications automatically generated by the Subcontractor Tracking Software System include the following: User Registration/Password, Contract Award Notifications, Audit Reminders, Unresponsive HUB Subcontractors, Discrepancy Notifications, HUB Subcontractor Change Requests, Payment Verifications, Vendor Information Verification Notices, Not Meeting the Goals Notification and Contract Closeout. Some notifications listed may include response deadlines.

14.15.2.10 The COUNTY encourages the fostering of mentor/protégé relationships through the Community Mentor Protégé Initiative, and Travis County Purchasing Office HUB staff will cooperate with and assist the CONSULTANT in initiating and/or developing such efforts.

14.16 FUNDING OUT. The COUNTY will make reasonable efforts within its power to obtain, maintain and properly request and appropriate funds from which the payments provided for in connection with this Agreement may be paid. Notwithstanding any provision to the contrary in this Agreement, in the event that either no funds or insufficient funds are appropriated for any payments due under this Agreement for the period covered by such budget or appropriation, this Agreement will terminate without penalty to the COUNTY.

14.17 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 the COUNTY to be included in each proposed budget within the foreseeable future. The Commissioners Court expects this to be an integral part of 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, the 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 the COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

14.18 NON-WAIVER OF DEFAULT. No payment, act, or omission by the COUNTY may constitute or be construed as a waiver of any breach or default of the CONSULTANT which then exists or may subsequently exist. All rights of the COUNTY under this Agreement are

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specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to the COUNTY under it. Any right or remedy in this Agreement will not preclude the exercise of any other right or remedy under this Agreement or under any law, except as expressly provided herein, nor will any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

- 14.19 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 must remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.20 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, the COUNTY may purchase equipment or supplies 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.
- 14.21 CONSULTANT CERTIFICATIONS:
- 14.21.1 The CONSULTANT certifies that the CONSULTANT (i) is a duly qualified, capable and otherwise bondable business entity, (ii) is not in receivership and does not contemplate same, (iii) has not filed for bankruptcy, and is not currently delinquent with respect to payment of property taxes within Travis County, and (iv) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 14.21.2 The CONSULTANT further represents and warrants that (i) all applicable copyrights, patents and licenses which may exist on materials used in this Agreement have been adhered to and (ii) the COUNTY will not be liable for any infringement of those rights and any rights granted to the COUNTY will apply for the duration of this Agreement. The CONSULTANT must indemnify the COUNTY, its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind including expenses of litigation, and court costs and attorney fees for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.22 CIVIL RIGHTS/ADA COMPLIANCE. The CONSULTANT must provide all services and activities required 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] as if the CONSULTANT were an entity bound to comply with these laws. The CONSULTANT must not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

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- 14.23 GRATUITIES. The COUNTY may terminate this Agreement if it is found that gratuities of any kind, including entertainment, or gifts were offered or given by the CONSULTANT or any agent or representative of the 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, the COUNTY will be entitled, in addition to any other rights and remedies, to recover from the CONSULTANT at least three times the cost incurred by CONSULTANT in providing the gratuities.
- 14.24 MONITORING. The COUNTY reserves the right to perform periodic on-site monitoring of the CONSULTANT's compliance with the terms of this Agreement and of the adequacy and timeliness of the CONSULTANT's performance under this Agreement. After each monitoring visit, the COUNTY will provide the CONSULTANT with a written report of the monitor's findings. If the report notes deficiencies in the CONSULTANT's performances under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 14.25 INCORPORATION OF EXHIBITS AND ATTACHMENTS. All of the exhibits, attachments, and appendices referred to in this Agreement are incorporated by reference as if set forth verbatim herein.
- 14.26 ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the COUNTY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.27 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by the County or any of its officials, employees, agents or representatives in connection with this Agreement is 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 Texas Attorney's General Office.
- 14.28 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 Texas Local Government Code, CONSULTANT must 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 must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. CONSULTANT must file an updated, completed questionnaire with the Travis County Clerk not later than the seventh 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 is 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
- 14.29 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract

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

14.30 ENTITY STATUS. By my signature below, I certify that the CONSULTANT is a Texas corporation, duly incorporated under Texas law and doing business in the State of Texas.

As a duly authorized representative of the CONSULTANT, I acknowledge by my signature below that I have read and understand the above paragraphs and that the CONSULTANT has the obligation to ensure compliance with its provisions by itself and its employees, agents, and representatives.

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

THE CONSULTANT:

By: Steve Fleming
Printed Name: STEVE FLEMING

Title: VICE PRESIDENT
Authorized Representative

Date: 2/12/12

The Texas Board of Professional Engineers, 1917 South IH -35 South, Austin, Texas 78741, phone: (512) 440-7723, has jurisdiction over individuals licensed under the Texas Engineering Practice Act, Chapter 1001 of the Occupations Code.

The Texas Board of Architectural Examiners, 333 Guadalupe St., Ste. 2-350, Austin, TX 78701, phone: (512) 305-9000, has jurisdiction over individuals who are registered under Chapter 1051 of the Occupations Code to engage in the practice of architecture.

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Susan Spataro
Travis County Auditor

APPROVED AS TO FORM:

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

APPROVED AS TO FORM:

By: _____
Assistant County Attorney

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EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES AND SCHEDULE OF PAYMENTS

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 The fixed fee for the performance of the Basic Services is the sum of (\$90,984.95).

1.1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the phases described below is:

(i)	Work Product 1 – 60% Plans (Scope Paragraph 2.2)	\$71,434.13
(ii)	Work Product 2 – 100% Plans (Scope Paragraph 2.2) Design Development:	\$12,505.62
(iii)	Project Management:	\$7,045.20

TOTAL: \$90,984.95

SECTION 2 - FIXED FEE

2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor and non-labor costs, set forth in Exhibit 2 and described above, required in the performance of the various phases of work provided for under this Agreement.

2.2 In the event of any dispute over the classification of the CONSULTANT's services as either "Basic" or "Additional" services, the decision of the COUNTY EXECUTIVE will be final and binding on the CONSULTANT.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

3.1 "Additional Services" are defined as any services performed by CONSULTANT not specifically described in the Basic Services (Section 2 of this Agreement).

3.2 The County will pay the CONSULTANT for the performance of Additional Services only if:

3.2.1 TNR recommended the Additional Services to the Travis County Purchasing Agent, and the Travis County Purchasing Agent issues a written authorization to the CONSULTANT to perform the Additional Services before any of those services are performed;

3.2.2 there is a written amendment to this Agreement regarding the Additional Services;

3.2.3 the work to be performed was not made necessary by the CONSULTANT's errors or omissions; and

3.2.4 the work is performed to the satisfaction of the County Executive.

3.3 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services are the hourly rates set forth in Exhibit 2.

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SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 The CONSULTANT will be reimbursed for non-labor expenses at invoice cost and a subcontract management fee (5%) incurred in the performance of the Basic Services under this Agreement, Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$300.00

Sub-Contract Management Fee: $\$40,862.60 \times 5\% = \$2,043.13$

REIMBURSABLES TOTAL NOT TO EXCEED: \$2,343.13

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Basic Services of \$90,984.95, plus the Not-to-Exceed Reimbursable Expenses (as listed in paragraph 4.1 above) of \$2,343.13, is not to exceed \$93,328.08.

SECTION 6 –SCHEDULE OF PAYMENTS

- 6.1 Payments will be made on a monthly basis for work performed, as described in detail in the Scope of Services, within 30 days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Transportation and Natural Resources Department.

Contract No. 12AE0082LP

EXHIBIT 2
HOURLY RATES

BASIC SERVICES/ADDITIONAL SERVICES

RW Armstrong Employee Category	Hourly Rate
Principal	\$262.65
Project Manager	\$156.56
Senior Engineer	\$134.87
Project Engineer	\$104.61
Designer	\$98.50
ENV Manager	\$167.31
Senior Biologist	\$100.01
Biologist	\$82.50
GIS Specialist	\$59.78
Admin/Clerical	\$97.85

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EXHIBIT 3
PROJECT SCHEDULE

- A. The CONSULTANT must provide a detailed schedule of services, including a list of tasks and accompanying Work Product, to be performed for each phase described in the Scope of Services (the "Project Schedule"). At the beginning of each phase, the COUNTY EXECUTIVE and the CONSULTANT must update and adjust the details of the Project Schedule and accompanying Work Product as may be required for each phase. The Project Schedule must allow sufficient time for the development of the Work Product in each phase to a level of quality and standard of completeness consistent with normal engineering practice, as well as to allow time for the COUNTY's Technical Review Process.
- A.1 The CONSULTANT must provide and maintain sufficient Project staffing levels necessary to produce the work in a timely and efficient manner consistent with the Project Schedule.
- A.2 The Project Schedule must be updated in the event that:
1. any COUNTY approval or decision is not made within the time frame set forth in the Project Schedule;
 2. the COUNTY makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by the COUNTY and due to causes beyond the reasonable control of the CONSULTANT;
 3. a force majeure event has occurred; and
 4. the CONSULTANT has not performed in accordance with the latest Project Schedule.
- A.3 If the CONSULTANT falls behind the Project Schedule by two or more weeks, then the CONSULTANT must present the COUNTY EXECUTIVE with a recovery plan, which sets forth the remedial actions to be taken by the CONSULTANT. At its sole option, the COUNTY may withhold all or part of any payment due to the CONSULTANT until the Project Schedule is recovered.
- B. This Agreement will become effective upon the Effective Date and will remain in full force and effect until the Project Completion Date, as defined herein.
- C. The CONSULTANT must complete all design work described herein, and must submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within the timeframe specified by the County in the first written Notice to Proceed received from the County for the Project.

Calculation of the timeframe referenced in paragraph C does not include any time period during which the COUNTY maintains control of the Work Product or any other documents to be submitted under this Agreement, for purposes that include but are not limited to performing the Technical Review Process described in Section 7 of this Agreement.

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ATTACHMENT 1 TO EXHIBIT 3

PERFORMANCE SCHEDULE

Phase	Precedent	Calendar Days
Work Product #1 (60% Design)	Notice to Proceed	50
Work Product #2 (100% Design)	County acceptance of WP#1	30

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Contract No. 12AE0082LP

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this non-discrimination clause.
- B. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT shall send to the labor union representative or workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or worker's representatives of the CONSULTANT'S obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The CONSULTANT shall comply with the regulations of the United States Department of Transportation (49 CFR 21 and 23 CFR §710.405) and all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor, including 41 CFR Part 60.
- E. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto; and shall permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONSULTANT'S non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONSULTANT may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The CONSULTANT shall include the provisions of paragraphs (A.) through (F.) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 or Executive Order 11246 of September 24, 1965, as amended, so that such provisions shall be binding upon each subcontractor or vendor. The CONSULTANT shall take such action with respect to any subcontractor purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance; provided, however, that in the event the CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the COUNTY or Federal Agency, the CONSULTANT may request the COUNTY and United States to enter into such litigation to protect the interests of the United States.

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EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, the 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 MUST 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 must 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.

The CONSULTANT must not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT must 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 does not relieve or decrease the liability of the 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. The CONSULTANT must furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company is subject to the approval of the COUNTY. The CONSULTANT must not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY MUST NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

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EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

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: _____

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EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
December 8, 2011

CURRENT

Position Held	Name of Individual Holding Office/Position	Name of Business Individual is Associated
County Judge	Samuel T. Biscoe	
County Judge (Spouse)	Donalyn Thompson-Biscoe	
Executive Assistant	Cheryl Brown	
Executive Assistant	Melissa Velasquez	
Executive Assistant	Josie Z. Zavala	
Executive Assistant	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	Jacob Cottingham*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Susan Spataro, CPA	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leroy Nellis, Interim	
County Executive, Emergency Services	Danny Hobby	
County Executive, Health/Human Services	Sherri E. Fleming	
County Executive, TNR	Steven M. Manilla, P.E.*	
County Executive, Justice & Public Safety	Roger Jefferies	
Director, Facilities Management	Roger El Khoury, M.S., P.E.	
Chief Information Officer	Joe Harlow	
Director, Records Mgmt & Communications	Steven Broberg	
Travis County Attorney	David Escamilla	
First Assistant County Attorney	Steve Capelle	
Executive Assistant, County Attorney	James Collins	
Director, Land Use Division	Tom Nuckols	
Attorney, Land Use Division	Julie Joe	
Attorney, Land Use Division	Christopher Gilmore	
Director, Transactions Division	John Hille	

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Attorney, Transactions DivisionTamara Armstrong
 Attorney, Transactions DivisionDaniel Bradford
 Attorney, Transactions DivisionMary Etta Gerhardt
 Attorney, Transactions DivisionBarbara Wilson
 Attorney, Transactions DivisionJim Connolly
 Attorney, Transactions DivisionTenley Aldredge
 Director, Health Services DivisionBeth Devery
 Attorney, Health Services DivisionPrema Gregerson
 Purchasing AgentCyd Grimes, C.P.M.
 Assistant Purchasing AgentMarvin Brice, CPPB
 Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVDiana Gonzalez
 Purchasing Agent Assistant IVLee Perry
 Purchasing Agent Assistant IVJason Walker
 Purchasing Agent Assistant IVRichard Villareal
 Purchasing Agent Assistant IVPatrick Strittmatter*
 Purchasing Agent Assistant IVLori Clyde, CPPO, CPPB
 Purchasing Agent Assistant IVScott Wilson, CPPB
 Purchasing Agent Assistant IVJorge Talavera, CPPO, CPPB
 Purchasing Agent Assistant IVGeorge R. Monnat, C.P.M., A.P.P.
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM*
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIElizabeth Corey, C.P.M.
 Purchasing Agent Assistant IIIRosalinda Garcia
 Purchasing Agent Assistant IIILoren Breland, CPPB
 Purchasing Agent Assistant IIC.W. Bruner, CTP
 Purchasing Agent Assistant IIINancy Barchus, CPPB
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome Guerrero
 Purchasing Business Analyst.....Scott Worthington
 Purchasing Business Analyst.....Jennifer Francis
 TNRMiguel Villarreal

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
County Executive, TNR.....	Joseph Gieselman	01/31/12
Purchasing Agent Assistant IV	Oralia Jones, CPPB	07/31/12
County Executive, Planning & Budget.....	Rodney Rhoades	08/19/12

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EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

DRAFT

Contract No. 12AE0082LP

APPENDIX A

SCOPE OF SERVICES

Quinlan Park Road
From Bella Mar Trail to Tierra Grande Trail
Travis County, Texas

SERVICES TO BE PERFORMED BY THE CONSULTANT

Quinlan Park Road, located in Travis County's Precinct 3, is a two-lane rural roadway with left turn bays at Bella Mar Trail and Tierra Grande Trail. Travis County (COUNTY) wishes to widen Quinlan Park Road to provide a continuous left turn lane throughout the project limits, approximately 1800' (the "Project").

The COUNTY has determined, on the basis of demonstrated competence and qualifications, that the RW Armstrong Team (CONSULTANT) is the most highly qualified firm to perform this work. The scope of the Project is to complete PS&E for the widening of Quinlan Park Road to provide two (2) through lanes and a continuous left turn lane through the corridor. It is anticipated that the proposed improvements will occur within the existing ROW.

1.0 GENERAL SCOPE OF SERVICES

Provide professional services to produce final PS&E Documents for the center left turn lane widening and associated improvements of Quinlan Park Road from Bella Mar to Tierra Grande Trail.

2.0 SPECIFIC PROJECT INFORMATION, LOCATION AND LIMITS

This Project consists of widening Quinlan Park Road from Bella Mar Trail to Tierra Grande Trail for a center left turn lane and associated improvements.

The CONSULTANT will be expected to provide up to three specific work products and/or support services tasks in connection with the Project, referred to herein as Work Product 1 and Work Product 2. Upon execution of this Agreement, County will engage the CONSULTANT to produce Work Product 1 by issuing a "Notice to Proceed" covering the services described below. Upon satisfactory completion of all services, and submission of all deliverables, required for the Work Product 1 services, County, in its sole discretion, may issue a second Notice to Proceed covering the Work Product 2 services.

The required work products include: Work Product 1, 60% - Plan Submittal; Work Product 2 - 100% Plan Submittal. Each Work Product shall be submitted for review; if the Work Product meets the requirements of this PSA, and if the COUNTY decides to engage the CONSULTANT for additional Work Product services, a written Notice to Proceed will be issued by the COUNTY to initiate the next Work Product services. The review process shall consist of submitting two (2) sets of the plans (11"x17"), specifications, and estimates of probable construction costs to TNR when the design is 60% and 100% completed in electronic PDF format. Each submittal shall include a cover letter from the CONSULTANT identifying the individual from the design team who performed a Quality Assurance/Quality Control Check, which must be performed by a professional engineer. The CONSULTANT must allow three weeks for TNR to review and provide written comments and/or approval for each submittal. The CONSULTANT must submit two final check sets and allow three weeks for TNR to review and provide written comments and/or approval.

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2.1 WORK PRODUCT 1 - 60% PLAN SUBMITTAL

The 60% Plan Submittal will address all major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals as a minimum shall include the following:

2.1.1 DATA COLLECTION

The CONSULTANT will:

- a) Coordinate with Travis County to obtain and verify pertinent Project information, including existing roadway plans to the extent they are available.
- b) Perform up to two (2) site visits to gather pertinent information relating to the corridor.
- c) Develop a photo inventory of the Project site for reference in Project meetings.

2.1.2 SURVEYING and UTILITY COORDINATION SERVICES

a) DESIGN SURVEY

The CONSULTANT will survey the limits of the Project as necessary to complete the design for the widening of Quinlan Park Road within the Project limits. It is not anticipated that right of entry will be required for this Project.

b) EXISTING UTILITY IDENTIFICATION AND MAPPING

The CONSULTANT will identify the utilities on the Northern half of Quinlan Park Road and all utilities crossing the pavement through Sue QL-C. The CONSULTANT will: (i) identify and compile contact information for the utility companies within the Project limits; (ii) Review utility plans and surface features located during the survey and map the same in electronic format; (iii) prepare plan sheets (11"x 17") utilizing the format required by the COUNTY; and (iv) reference all utilities by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person. It is anticipated that no test holes will be required to locate utilities (SUE QL-A). If the need for test holes arises, and the COUNTY authorizes such services in writing, they will be considered Additional Services.

c) UTILITY COORDINATION

The CONSULTANT will:

1. Hold a kickoff meeting with the utility owners to describe the Project and collect information from the utility owners.
2. Hold up to three (3) additional meetings to determine probability of a conflict.
3. It is assumed that that the project will not require any utility relocations. Coordination to relocate a utility is not part of the scope and, if authorized by the COUNTY in writing, will be considered Additional Services.

2.1.3 GEOTECHNICAL INVESTIGATIONS AND PAVEMENT DESIGN

CONSULTANT and COUNTY acknowledge and agree that an initial scoping meeting was held at the Project site with the CONSULTANT and the COUNTY, at which it was observed that:

1. The existing pavement section appeared to be a 2-course surface treatment over a flexible base course.
2. The pavement was in generally good condition with no alligator cracks seen. Some polishing of the pavement wearing surface was noted. Some settling appeared to occur at the seam where a left turn bay was added for Tierra Grande Trail. It was agreed that this could likely be resolved with a level-up course.

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These observations led the CONSULTANT and the COUNTY to the conclusion that the existing pavement structure is adequate and that the widening would utilize the existing design. A final HMAC overlay is expected and will be included in the final design plans by the CONSULTANT.

2.1.4 HYDROLOGY and HYDRAULIC ANALYSIS

- a) **HYDROLOGY / EXISTING AND PROPOSED CONDITIONS** – The CONSULTANT will prepare drainage area boundaries and hydrologic calculations for the existing and proposed conditions.
- b) **HYDRAULICS** - The CONSULTANT will design the proposed improvements such that there will be no significant impacts to adjacent properties. The Engineer-of-Record will analyze the existing and proposed water surface elevations at the outfall features to verify there are no significant impacts.
- c) **WATER QUALITY CALCULATIONS** - The CONSULTANT will prepare calculations to determine the amount of Total Suspended Solids pollutant removal within the ROW through the use of grass lined ditches. This Project is not within the Edward's Aquifer Recharge Zone, but does drain directly to Lake Austin. The purpose of the calculations is to show the COUNTY is being good stewards of the environment.
- d) **STANDARDS and SPECIFICATIONS** – The CONSULTANT will compile all related drainage standards necessary to construct the Project and supply estimated quantities of all related items.
- e) **HYDRAULIC REPORT** - The CONSULTANT will prepare preliminary and final hydraulic reports summarizing the methodology used in the hydrologic and hydraulic analyses. Results will be tabulated and presented.

2.1.5 TRAFFIC and PEDESTRIAN ENGINEERING

- a) **PEDESTRIAN FEATURES** – The CONSULTANT will design sidewalk and cross walk improvements impacted by the proposed widening. Limits of removal and construction will be clearly identified.
- b) **SIGNING and STRIPING** – The CONSULTANT will prepare Signing, Striping and Delineation Plans for the proposed improvements. Existing signs (including one (1) solar powered flashing beacon for a school zone) that can be salvaged will be removed and relocated on new poles with a 2'x2' concrete apron. All cross walks will be restriped according to Texas MUTCD.
- c) **STANDARDS and SPECIFICATIONS** – The CONSULTANT will compile all related traffic standards necessary to construct the Project and supply estimated quantities of all related items.

2.1.6 ROADWAY DESIGN

- a) **DESIGN CRITERIA** – The CONSULTANT will establish the roadway design criteria to be used for the Project with the COUNTY during a Design Development Meeting. This information will be compiled and distributed to the COUNTY and team.
- b) **DESIGN FEATURES** – The Consultant will:
 - 1. Verify existing and develop proposed typical sections.
 - 2. Determine widening plan to minimize costs and impacts to the COUNTY.
 - 3. Develop existing and proposed alignments.
 - 4. Develop project cross sections at 50' intervals.
 - 5. Develop limits of construction and verify proposed improvements are within the existing ROW.
 - 6. Develop Construction Phasing and TCPs.
 - 7. Develop Erosion Control Plans in sync with Construction Phasing.
 - 8. Identify utilities that could be affected by the proposed design.
 - 9. Preparation of final ROW documents is not anticipated and not included in the scope.

2.1.7 60% DESIGN PLANS

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Plan scales listed below are for 11" x 17" plan sheets.

a) MISCELLANEOUS PLANS

1. TITLE - Develop a Project title sheet as required for the construction plans.
2. INDEX - Prepare a detailed index of sheets that shows each sheet's location in the plan set, as well as its corresponding sheet number.
3. LAYOUT - Create Project layout sheets at a scale of 1"= 100' that clearly indicates the limits of the entire project.
4. UTILITY LAYOUT SHEET – Plan sheets (11"x 17") will be prepared utilizing the format required by the COUNTY. The utilities will be referenced by the type of utility, color coded to American Public Works Association standards, utility company or agency name, address, telephone number and contact person.

b) TRAFFIC CONTROL PLANS

1. SEQUENCE of CONSTRUCTION – Prepare a sequence of construction that is in sync with the Project phasing.
2. CONSTRUCTION TYPICALS – Prepare typical sections that are in sync with construction phasing.
3. CONSTRUCTION PHASING – Prepare Phased Plans that clearly define work zones and how traffic will be maintained. Detail temporary work zone signing, pavement markings and delineators. Include notes for contractor addressing special circumstances.

c) ROADWAY PLANS

1. TYPICALS - Create an typical section sheet depicting the existing conditions of the Project roadway and the proposed improvements to Quinlan Park Road.
2. GEOMETRY - Prepare a horizontal alignment data sheet depicting the horizontal geometric information for Quinlan Park Road.
3. PLAN & PROFILE - Create roadway plan and profile sheets for Quinlan Park Road depicting the proposed construction. The plan and profile sheets will be prepared at a scale of 1"=50' H and 1"=5' v. Limits of construction will be identified in the P&P sheets.
4. CROSS SECTIONS - Develop design cross sections at 50-foot stations and other locations as necessary for the determination of cut and fill quantities.

d) DRAINAGE PLANS

1. DRAINAGE AREA MAPS – Prepare plan sheets delineating drainage boundaries.
2. DRAINAGE CALCULATIONS – Prepare plan sheets that summarize all existing and proposed drainage calculations

e) EROSION CONTROL PLANS

1. LAYOUTS – Prepare Erosion Control Plan sheets that detail location and quantities of best practices proposed on the Project. Include SWPPP TxDOT sheet in plans.

f) TRAFFIC PLANS

1. LAYOUTS – Prepare signing and striping layouts throughout the Project limits.

g) STANDARDS

1. Compile the standards necessary to build the Project.

h) ENGINEER'S REPORT

CONSULTANT will include a preliminary engineering report with this submittal that includes the following:

1. Summary of Design Criteria
2. Summary of impacted property owners
3. Summary of easements and utilities that could be impacted by construction
4. Summary of environmental commitments and permit status
5. Summary of outstanding design issues
6. Summary of Calculations

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7. Estimate of Probable Cost
8. Updated schedule

2.1.8 QA/QC DESIGN PLANS

Work Product 1 will undergo an independent review prior to submittal to the COUNTY.

2.2 WORK PRODUCT 2 - 100% PLAN SUBMITTAL

The 100% Plan Submittal will include final plans, specifications, estimates, bid quantities, and permits. This submittal will include complete plans for the Quinlan Park Road widening.

Total projected time for completion of Work Product 2 will be no more than 45 calendar days. A detailed list of tasks follows:

2.2.1 100% DESIGN PLANS

- a) PLAN SHEETS
 - a. Address all remaining comments.
 - b. Issue final set of plan sheets in electronic format for plotting at the COUNTY print shop.
- b) SPECIFICATIONS, ESTIMATE AND PERMITS
 - a. Address all remaining comments.
 - b. Provide plan and profiles, culvert layouts, cross sections and other sheets as required to utility providers to assist them in any relocation efforts.
 - c. Issue final specifications, estimate and bid quantities into bid-ready format.
- c) Perform a final QAIQC review prior to submittal of Work Product 2.

2.3 MANAGEMENT TASKS

2.3.1 PROJECT MANAGEMENT

- a) Create and submit monthly invoices suitable for payment by the COUNTY.
- b) Prepare monthly progress reports for submission with the monthly invoices to provide a written account of the progress made to date on the Project.
- c) Meet formally once a month with the COUNTY up to a maximum of four (4) meetings to review Project progress.
- d) Prepare project meeting summaries up to a maximum of six (6) for applicable meetings during the Project development process.
- e) Project closeout.

3.0 DELIVERABLES

3.0.1 The following is a summary of deliverables the CONSULTANT will submit to the COUNTY:

1. Completed specific work product/plan stage documents for review.
2. PS&E.
3. Engineer's Opinion of Construction costs, Project Schedule, & CPM, updated and submitted with each submittal, including at monthly invoicing.
4. Electronic and hard copy of plans of record for the final project within thirty working days after completion of the project.
5. Survey services with electronic and soft copy of survey on NAD 83 or as determined by Travis County.
6. Engineering and Drainage Study Reports.
7. Design calculations.

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8. Electronic copy of above deliverables, where applicable (all drawings and e-files must be in MicroStation format, as appropriate. A set of construction plans with engineer's PE seal and signature shall be provided. Text documents must be in Microsoft Word or Excel format as applicable. Schedules and CPMs must be in Microsoft Project Gantt chart format with tracking).
9. Project Management File within 30 days of Project completion.

ADDITIONAL SERVICES

The following services are not included in this scope of work and can be provided as additional services if authorized in writing by Travis County in accordance with the terms of this PSA. Scope of Work and Compensation for Additional Services will be agreed to prior to their performance:

- a) Detention design or related calculations
- b) City of Austin Submittal and/or Review
- c) Landscape and Tree Protection sheets
- d) Permit acquisition
- e) Potholing Existing Utilities
- f) Utility design
- g) Coordination of Utility Relocations
- h) Bid and Construction phase services
- i) Site visits in excess of two (2) visits.
- j) Monthly project meetings in excess of four (4) meetings.
- k) Meeting summaries in excess of six (6) summaries.

APPENDIX B

CONSULTANT'S QUALIFICATIONS STATEMENT

(SEE SOQ IN SEPARATE FILE)



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number: Shannon Pleasant, CTPM / 854-1181

Marvin Brice, CPPB / 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Interlocal Agreement No. IL120116SH, Education and Training Services, University of Texas Southwestern Medical Center.

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

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program services from the University of Texas Southwestern Medical Center.

Ø The InterLocal Agreement with The University of Texas Southwestern Medical Center will provide STAR Flight Nurses (who are currently Registered Nurses with Emergency Medical Technician (EMT)- Basic), with the necessary training to prepare them to take the National Registry of EMT exam for Paramedic certification, upon completion of the program. The Department of Health and Human Services staffing for air ambulances includes the requirement that at least one of the medical crew members be a paramedic. Having all STAR Flight medical crew members with a paramedic certification will allow for more flexible staffing.

Ø **Contract Expenditures:** This is a new contract. \$0.00 has been spent against this contract.

ID #5963

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

Ø **Contract-Related Information:**

Award Amount: \$17,500

Contract Type: Interlocal Agreement

Contract Period: Execution thru January 3, 2013

Ø **Contract Modification Information: N/A**

Modification Amount:

Modification Type:

Modification Period:

Ø **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

Ø **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:

Ø **Funding Information:**

☐ Purchase Requisition in H.T.E.:

☒ Funding Account(s): 00159106026503 and 00159106026506

☒ Comments: Services will be contracted on an as needed basis.

ID #5963

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



Austin-Travis County
STAR Flight



7800 Old Manor Road
Austin, TX 78724
www.starflightrescue.org

Dispatch 1-800-531-STAR
Administration (512) 854-6464
Fax (512) 854-6466

To: Marvin Brice, Assistant Purchasing Agent
Travis County

From: Casey Ping, Program Manager, **STAR Flight**
Travis County

Date: November 2, 2011

Subject: Registered Nurse to EMT-Paramedic training

STAR Flight is requesting Travis County Purchasing assistance with the contracting and purchasing of EMS training program. When complete this program will allow the current **STAR Flight** Nurses, currently Registered Nurse with Emergency Medical Technician (EMT)- Basic, to take the National Registry of EMT exam for Paramedic.

Department of Health and Human Services (DHS) staffing requirements for air ambulances include the requirement that at least one of the medical crew members must be a paramedic. Having all **STAR Flight** medical crew members with a paramedic certification will allow for more flexible staffing.

Program personnel have been in contact with UT Southwestern and they indicate they can provide the requested training.

UT Southwestern contact information:

Ruth Price, Contracts Specialist

Office of Contracts Management

UT Southwestern Medical Center

5323 Harry Hines Blvd.

Dallas, Texas 75390-9062

(214) 648-4420

(214) 648-0845 FAX

email: RUTH.PRICE@UTSOUTHWESTERN.EDU

UT Southwestern will:

1. Review each nurses' CV or resume for admission approval
2. Submit course approval to DSHS
3. Provide directed resources for independent study
4. Review clinical rotations for compliance
5. Teach an on-site 3 day course (dates to be coordinated by both parties) to include
 - a. Review of content of course with emphasis on knowledge gaps
 - b. Test out each component course (Introduction of Advanced Practice, Trauma Mgmt, Cardiology, Medical Emergencies, Special Populations)
 - c. Provide directions to self-remediate any failed component exams (re-tests to be administered at UT Southwestern before with final exam)
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final (same pass criteria as paramedic students)
7. Review field evaluation materials for compliance in the requirement (minimum of 72 hours and a minimum of 7 successful ALS team leads)
8. Provide class days at UT Southwestern for nurses to attend NREMT prep course
9. Provide a day at UT Southwestern for NREMT testing for nurses

UT Southwestern estimated cost:

1. \$2500 for services (per course)
2. \$60 reimbursement for Course approval application for DSHS
3. \$200 per nurse for NREMT skills testing
4. \$100 per nurse per day for NREMT prep days
5. Reimbursement for travel expenses related to providing on site 3 day course (State rates for mileage, etc)

We would like for this to be a multi course/multiple year, as needed contract.

We are still waiting to get final account and funding information from the Auditor's Office but will forward those as soon as we get them.

Please let me know if you need further information

Casey

cc. Danny Hobby, County Executive
Travis County Emergency Services

CONTRACT ID NO. 2012-200380

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

UNIVERSITY OF TEXAS SOUTHWESTERN MEDICAL CENTER

FOR

EDUCATION AND TRAINING SERVICES

DRAFT

CONTRACT NO. L12-116SH



Travis County Purchasing Office

RECEIVED
FEB 1 1 18 11
TRAVIS COUNTY
PURCHASING OFFICE

PROFESSIONAL SERVICES AGREEMENT FOR EDUCATION AND TRAINING SERVICES

This Agreement is made and entered into by and between the following parties: Travis County, Texas, (the "COUNTY") and the University of Texas Southwestern Medical Center, 5323 Harry Hines Blvd., Dallas, Texas 75390 (the "CONTRACTOR").

RECITALS

COUNTY desires to obtain the education and training services for Travis County Nurses.

CONTRACTOR has the professional ability and expertise, and any necessary professional degrees, licenses, and certifications to provide these services.

AGREEMENT

1.0 DEFINITIONS

In this Agreement,

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

1.2 "County Auditor" means Travis County Auditor Susan Spataro or her successor.

1.3 "DIRECTOR" means the Director of the Travis County STAR Flight program or her designee.

1.4 "DSHS" means Texas Department of State Health Services.

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

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

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

1.5.3 but does not include

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

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

1.5.3.3 a transaction for a financial service or insurance coverage made on behalf of CONTRACTOR if CONTRACTOR is a national or multinational corporation by an

agent, employee or other representative of CONTRACTOR who does not know and is not in a position that he or she should have known about the Agreement.

- 1.6 "Key Contracting Person" means any person or business listed in Exhibit 1 to the Affidavit attached to this Agreement and marked as Attachment D.
- 1.7 "NREMT" means the Nation Registry of Emergency Technicians.
- 1.8 "Parties" mean Travis County, Texas, and University of Texas Southwestern Medical Center.
- 1.9 "Purchasing Agent" means Travis County Purchasing Agent Cyd V. Grimes or her successor.
- 1.10 "Services" means the services and activities described in Attachment A, Scope of Services.

2.0 TERM

2.1 Initial Term. The Initial Term of this Agreement shall commence upon complete execution by all parties and shall continue through January 3, 2013, unless sooner terminated as provided herein.

2.2 Renewal Term(s). Subject to continued funding by the Commissioners Court, this Agreement automatically renews on January 4 of each year for succeeding terms of one year unless sooner terminated by either Party as provided herein.

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

3.0 OBLIGATIONS OF PARTIES

3.1 CONTRACTOR'S RESPONSIBILITIES

3.1.1 Performance of Services. CONTRACTOR shall perform, in a timely manner, the Services pursuant to the agreement. CONTRACTOR shall provide Services at mutually determined dates and locations, to assist COUNTY STAR Flight nurses to challenge the Paramedic course and obtain certification from NREMT and the DSHS.

3.1.2 Ethical Standards. CONTRACTOR shall ensure that all its agents and employees who perform Services pursuant to the agreement and exercise all discretionary powers in a manner consistent with applicable professional ethical standards for their performance and his best professional judgment.

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

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

3.1.5 Legal Compliance. CONTRACTOR shall comply with all federal, state, county, and city laws, rules, regulations and ordinances applicable to providing the Services and performing all obligations under this Agreement.

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

3.1.7 Insurance Requirements CONTRACTOR shall comply with Attachment C, "Insurance Requirements".

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

3.1.9 Communications. CONTRACTOR may communicate all requests for direction and factual information relating to Services to the DIRECTOR and may rely on all factual information supplied by the DIRECTOR in response to these requests. However, DIRECTOR is not the agent of County or the Commissioners Court or any elected official of County for any other purpose than conveying factual information.

3.1.10 Right to Intellectual Material. CONTRACTOR shall transfer title to all work products produced under this Agreement including programming, reports, charts, schedules, or other appended documentation to any responses, inquiries, correspondence, and related material submitted by CONTRACTOR upon receipt by COUNTY.

3.2 COUNTY'S RESPONSIBILITIES

3.2.1 Scope of Services. COUNTY shall perform, in a timely manner, the following duties and obligations:

- 3.2.1.1 Inform COUNTY nurses of resources and class information;
- 3.2.1.2 Provide CONTRACTOR with nurse background and experience and continuing education information;
- 3.2.1.3 Teach all hands-on skills in the list in Attachment A to nurses with qualified instructors using NREMT Paramedic criteria when available;
- 3.2.1.4 Arrange for class facilities and any necessary handouts for nurses;
- 3.2.1.5 Arrange for clinical experience and internship as specified by CONTRACTOR and forward documentation of evaluation to CONTRACTOR;
- 3.2.1.6 Arrange for NREMT written exam testing at Pearson View Center and DSHS paperwork.

4.0 COMPENSATION, BILLING AND PAYMENT

4.1 Fees. For and in consideration of the satisfactory performance by CONTRACTOR of the Services and CONTRACTOR's compliance with this Agreement, COUNTY shall pay CONTRACTOR for the Services provided at the rates stated in Attachment B, Fee Schedule.

4.2 Satisfactory Completion of Services. COUNTY is not responsible for the costs of any Services that are not performed to COUNTY'S satisfaction and given COUNTY'S approval. COUNTY shall not unreasonably withhold its approval. COUNTY'S obligation to make any payment to CONTRACTOR is dependent upon completion of the Services in a timely, good and professional manner and at a standard acceptable in CONTRACTOR'S profession.

4.3 Timely Payment. COUNTY shall pay CONTRACTOR within thirty (30) days after completion of the Services and the receipt of a complete and correct invoice from CONTRACTOR. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.

4.4 Invoicing. CONTRACTOR shall submit invoices to COUNTY on a monthly basis and each invoice shall contain the name of each nurse served by CONTRACTOR, the type of service provided by CONTRACTOR, the total hours of service provided by CONTRACTOR, the hourly fee assessed for each service provided by CONTRACTOR and the total amount of payment requested for each nurse. Each invoice submitted by CONTRACTOR to COUNTY shall be signed by CONTRACTOR

4.5 Overpayment. If COUNTY determines that it has overpaid CONTRACTOR, CONTRACTOR shall refund to COUNTY any money paid to CONTRACTOR by COUNTY in excess of what is due. CONTRACTOR shall refund the overpayment to COUNTY within thirty (30) days after COUNTY requests the refund. If CONTRACTOR fails to refund any money owed to COUNTY, COUNTY may offset the refund against the next amount payable to CONTRACTOR under this Agreement or any subsequent Agreement COUNTY may enter with CONTRACTOR.

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

4.7 Delinquent Property Taxes. Notwithstanding anything to the contrary in this Agreement, if CONTRACTOR is delinquent in the payment of property taxes at the time of invoicing, CONTRACTOR hereby assigns an amount equal to the delinquent taxes to the Travis County Tax Assessor-Collector for the payment of those taxes.

4.8 Disbursements to Persons with Outstanding Debt. In this section, "Debt" includes delinquent taxes, fines, fees, and indebtedness arising from written agreements with the COUNTY. In accordance with Section 154.045 of the Texas Local Government Code, if notice of Debt has been filed with the County Auditor or County Treasurer evidencing the Debt of CONTRACTOR to the State, the County or a salary fund, a check or warrant may not be drawn on a COUNTY fund in favor of the CONTRACTOR, or an agent or assignee of CONTRACTOR until the County Treasurer notifies CONTRACTOR in writing that the Debt is outstanding; and the Debt is paid. COUNTY may apply any funds COUNTY owes CONTRACTOR to the outstanding balance of Debt if the notice made under this section includes a statement that the amount owed by the COUNTY to CONTRACTOR may be applied to reduce the outstanding Debt.

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

4.10 Exemption from County Purchasing Act. Pursuant to Texas Local Government Code § 262 et seq., Commissioners Court hereby orders that this Agreement is exempt from the requirements of the County Purchasing Act because it is a contract for the purchase of personal or professional services.

5.0 RECORDS ACCESS

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

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

6.0 AMENDMENTS MODIFICATIONS

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

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

6.3 Purchasing Agent Authority. CONTRACTOR understands and agrees that the Purchasing Agent has certain authority to approve an Amendment subject to applicable law and County policy, as approved by the Commissioners Court. Within that authority, the Purchasing Agent may approve Amendment requests under this Agreement. 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.

7.0 OTHER PROVISIONS:

7.1 INDEMNIFICATION. Subject to section 7.2 and to the extent allowed by the Texas Constitution and Texas law, CONTRACTOR SHALL INDEMNIFY COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES, AND BEAR THE RISK OF LOSS FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, NEGLIGENCE,

CAUSES OF AUCTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR ANY ACT OR OMISSION BY CONTRACTOR, OR FOR DAMAGE TO ANY PROPERTY, ARISING OUT OF OR IN CONNECTION WITH THE WORK DONE BY CONTRACTOR UNDER THIS CONTRACT.

7.2 CONTRACTOR shall not be liable to COUNTY or any of its officers, agents, or employees when the injury or damage to person or property is caused by the negligence of COUNTY, its officers, agents, employees or the negligence of a person or persons not under the supervision or control of CONTRACTOR.

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

7.4 Claims Notification. If any claim, or other action, including proceedings before an administrative agency, is made or brought by a person, firm, corporation, or other entity against CONTRACTOR or COUNTY in relation to the performance of this Agreement, the Party against which it was made or brought shall give the other Party written notice of it in compliance with section 7.8 within three (3) working days after being notified of or the threat of it. Notice shall also include the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. Except as otherwise directed, CONTRACTOR shall furnish to COUNTY copies of all pertinent papers received by CONTRACTOR with respect to these claims or actions.

7.5 No provision of this Agreement may be interpreted to constitute a waiver of immunities or limits of liability granted to either Party under the Texas Constitution or Texas law, including the Tort Claims Act.

7.5 Non-Waiver of Default

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

7.5.2 All rights of COUNTY under this Agreement are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right of COUNTY under it. Any right or remedy in this Agreement shall not preclude the exercise of any other right or remedy and any action taken in the exercise of any right or remedy shall not be deemed a waiver of any other rights or remedies.

7.6 Forfeiture of Contract If CONTRACTOR has done business with a Key Contracting Person during the 365 day period immediately prior to the date of execution of this Agreement or does business

with any Key Contracting Person at any time after the date of execution of this Agreement and prior to the full performance of this Agreement, CONTRACTOR shall forfeit all benefits of this Agreement and COUNTY shall retain all performance by CONTRACTOR and recover all considerations, or the value of all consideration, paid to CONTRACTOR pursuant to this Agreement

7.7 Entire Agreement

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

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

- 7.7.2.1 Attachment A – Scope of Services
- 7.7.2.2 Attachment B – Fee Schedule
- 7.7.2.3 Attachment C – Insurance Requirements
- 7.7.2.4 Attachment D – Ethics Affidavit
- 7.7.2.5 Attachment E – List of Key Contracting Personnel

7.8 Notices:

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

7.8.2 County Address. The address of County for all purposes under this Agreement is:

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

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

Casey Ping, Program Director *STAR Flight*
P.O. Box 1748
Austin, Texas 78767

7.8.3 Contractor Address. The address of CONTRACTOR for all purposes and notices under this Agreement is:

The University of Texas Southwestern Medical Center at Dallas
5323 Harry Hines Blvd.

Dallas, Texas 75390-9013

Attn: John A. Roan, Executive VP for Business Affairs

7.9 Change of Address. Each Party may change the address for notice to it by giving written notice of the change in compliance with Section 7.8. Any change in the address shall be reported within fifteen (15) days of the change.

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

7.11 Dispute Resolution. The Purchasing Agent acts as the COUNTY representative in the issuance and administration of this contract in relation to disputes. Any document, notice, or correspondence not issued by or to the Purchasing Agent, or other authorized COUNTY person, in relation to disputes is void unless otherwise stated in this agreement. 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 written Notice of Appeal to the Commissioners Court, through the Purchasing Agent, within ten (10) calendar days after receipt of the unsatisfactory reply. CONTRACTOR then has the right to be heard by Commissioners Court.

7.12 Mediation. If the CONTRACTOR is not satisfied with the resolution of the dispute pursuant to paragraph 7.11, CONTRACTOR may notify the County Executive or the DIRECTOR, and, if mediation is acceptable to both Parties, 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 Texas Civil Practice and Remedies Code, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Texas Civil Practice and Remedies Code, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

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

7.14 Independent Contractor. The status of CONTRACTOR and its employees performing Services under this Agreement is that of an independent contractor, operating solely in that capacity. Nothing in this Agreement may be construed to change that status. CONTRACTOR assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. CONTRACTOR shall not be considered an employee of COUNTY, or gain any rights against COUNTY pursuant to the COUNTY'S personnel policies.

7.15 Governing Law. The validity of this Agreement and any of its provisions, as well as the rights and duties of the Parties under it, are governed by the applicable laws of the State of Texas and the United States of America, as well as rules, regulations and ordinances of County and the Rules and Regulation of the Board of Regents of the University of Texas.

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

7.17 Venue. All obligations under this Agreement shall be performable in Travis County, Texas. Venue for any litigation concerning this Agreement shall be Travis County.

7.18 Assignment. No Party may assign any of the rights or duties created by this Agreement without the prior written approval of the other Party. As a condition of COUNTY approval, CONTRACTOR shall remain liable for completion of Services if the assignee contractor defaults on the Services. It is acknowledged by CONTRACTOR that no officer, agent, employee or representative of COUNTY has any authority to assign any part of this Agreement unless expressly granted that specific authority by Commissioners Court. Neither the COUNTY nor the CONTRACTOR may sublet or transfer his interest in or obligations under this Agreement without the written consent of the other Party. Notwithstanding any other provision of this Agreement, this Agreement shall be binding upon and inure to the benefit of the COUNTY and the CONTRACTOR and their respective successors, executors, administrators, and assigns.

7.19 Performance of Other Services. As a part of this Agreement, it is understood that CONTRACTOR is free to provide services outside this Agreement as it sees fit at those times which CONTRACTOR is not obligated to COUNTY. It is also understood that COUNTY is free to have more than one contractor providing the type of services included in this Agreement.

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

7.21 Interpretational Guidelines

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

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

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

7.22 Conflict of Interest Questionnaire: If required by Chapter 176, Texas Local Government Code, the CONTRACTOR shall complete, file and update a Conflict of Interest Questionnaire in compliance with that chapter. The CONTRACTOR should note that the law requires the COUNTY to provide access to a filed Questionnaire on the official Travis County Internet website.

7.23 Debarment, Suspension etc.: In compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." To the best of its knowledge and belief, CONTRACTOR warrants and certifies that it and its principles:

7.23.1 are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

7.23.2 within three years before this Contract, have not been convicted of or had a civil judgment rendered against them for

7.23.2.1 commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; or

7.23.2.2 violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

7.23.3 are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses in 7.23.2 and

7.23.4 within three years before this Contract, have not had one or more public transactions (Federal, State or local) terminated for cause or default.

DRAFT

7.24 The person or persons signing this Agreement on behalf of CONTRACTOR, or representing themselves as signing this agreement on behalf of CONTRACTOR, do hereby warrant and guarantee that he, she or they have been duly authorized by CONTRACTOR to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR validly and legally to all terms, performances, and provisions in this Agreement.

DUPLICATE ORIGINALS

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

University of Texas
Southwestern Medical Center

Travis County


SHAWN COHENOUR, DIRECTOR
OFFICE OF CONTRACTS MANAGEMENT

By: _____
Name and Title (Printed)

By: Samuel T. Biscoe
Travis County Judge

Date: 2/8/12

Date: _____

Approved as to Legal Form By _____

Assistant County Attorney

DRAFT

Approved by Purchasing:

Cyd V. Grimes, C.P.M., CPPO

ATTACHMENT A

SCOPE OF SERVICES & PERFORMANCE MEASURES

EDUCATION / TRAINING SERVICES

The Services to be provided by CONTRACTOR include the following:

1. Review each nurse's Curriculum Vitae (CV) or resume for approval to go through this abbreviated course process;
2. Submit course to DSHS for approval;
3. Provide directed resources for independent study;
4. Review clinical rotations for compliance in this requirement;
5. On dates to be coordinated by both Parties, teach an on-site 3 day course at a COUNTY location which includes:
 - a. Review of content of course with emphasis on what nurses may not know;
 - b. About one component course (Introduction of Advanced Practice, Trauma Management, Cardiology, Medical Emergencies, Special Populations);
 - c. Provide classes to self-administer any failed component exams (re-tests to be administered at UT Southwestern before final exam);
6. Provide a ½ day at UT Southwestern for nurses to take comprehensive final with the same pass criteria as paramedic students;
7. Review field evaluation materials for compliance in the requirements of a minimum of 72 hours and a minimum of 7 successful ALS team leads;
8. Provide class days at UT Southwestern for nurses to attend NREMT prep (X 2) if they choose to do so
9. Provide a day at UT Southwestern for NREMT testing for nurses;
10. Provide training equipment and facility for classes at UT Southwestern, when requested by COUNTY. COUNTY may only use equipment and facilities at UT Southwestern under UT Southwestern's supervision and all equipment shall remain on UT Southwestern's campus.

ATTACHMENT B
FEE SCHEDULE**EDUCATION AND TRAINING SERVICES**

In consideration of full and satisfactory performance of the Services, Travis County shall pay Contractor at the following rates:

Item No.	Item Description	Unit	Cost
1	For teaching a 3-day course at UT Southwestern	Per Course	\$2500
2	As reimbursement for Course approval application for DSHS	Per Application	\$60
3	NREMT Skill Testing	Per Nurse	\$200
4	NREMT Preparation Days	Per Nurse / Per Day	\$100
5	For teaching a 3-day course at County site	Per Course	\$2500 Plus reimbursement as describe below

DRAFT

If courses are taught at County site, COUNTY shall reimburse CONTRACTOR without mark-up for reasonable expenses (including meals, lodging, and mileage) validly incurred directly and solely in support of the Services submitted to the current Travel Reimbursement Rates promulgated by the Comptroller of Public Accounts for the State of Texas at <https://fm.x.cpa.state.tx.us/fm/travel/travelrates.php> with regard to meals, lodging, mileage, and all other expenses related to travel. As a condition precedent to receiving reimbursement for expenses and disbursements, CONTRACTOR shall submit receipts, invoices, and other documentation to COUNTY as reasonably required by COUNTY.



Travis County Commissioners Court Agenda Request

28

Meeting Date: February ~~21~~, 2012

Prepared By/Phone Number: Jason G. Walker/44562; Marvin Brice, CPPB, Assistant Purchasing Agent

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 1, an Assignment of Contract No. 12K00137JW from Hornsby Bend Utility Company, Inc., to Southwest Water Company for Plain View Waterline.

➤ **Purchasing Recommendation and Comments:**



- Travis County and Hornsby Bend Utility Company, Inc. (HBUC) entered into a contract on June 12, 2007 for the Plain View Estates subdivision to have the waterline extended and installed onto Clear View Drive(s). Travis County shared the costs, in an amount of \$115,000.00, in order for the entire subdivision to benefit from a planned expansion by HBUC. In addition to the construction of the expanded waterline, a \$400 per residence tap fee was established.
- Of 41 homes, approximately 20 have not been able to afford to pay this tap fee, and as a result, the Commissioners Court approved the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to be used in order to complete the waterline installations.
- This modification is for an Assignment of Contract from HBUC to Southwest Water Company. Southwest Water Company has no changes to make to this contract, rather, just a re-assignment of the exact contract that Travis County had with HBUC.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

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

➤ **Contract-Related Information:**

Award Amount: \$115,000.00

Contract Type: Construction

Contract Period: Through completion

➤ **Contract Modification Information:**

Modification Amount:

Modification Type: Assignment of Contract

Modification Period: Through completion

➤ **Solicitation-Related Information: N/A**

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

➤ **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.:

☐ Funding Account(s):

☒ Comments: Assignment of contract – no funds involved with this modification.



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

February 13, 2012

MEMORANDUM

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

FROM: Steve Manilla, P.E., County Executive, TNR/FM

SUBJECT: Award of Construction Services Contract

Home Rehabilitation: Plain View Estates Water Connections.
IFB No. B110291-JW
Contract No. 11K00291JW

Requested Agenda Item

TNR hereby requests that the Purchasing Office place the following item on the Commissions Court Agenda for a February 21, 2012 voting session:

Requested Motion: Consider and take appropriate action on the recommendation to modify contract number 12K00137JW, Plain View Waterline to re-assign all of right, title and interest in and to the Contract from HORNSBY BEND UTILITY COMPANY, INC. (HBUC), a corporation duly authorized and operating under the laws of the State of Texas, and SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas.

Summary and Recommendations

Travis County and HBUC entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, on June 12, 2007. Travis County agreed to participate with HBUC in the installation and extension of the waterline onto Clear View Drive by paying \$115,000 of the costs so that the entire neighborhood could benefit from a planned expansion by HBUC through Plain View Drive. Additionally, the agreement establishes a \$400 per residence tap fee to make tapping into the waterline affordable by the existing 41 homes. Approximately 20 of the existing residences have not been able to afford to pay the tap fee and install the service lines to their homes resulting in the Commissioners Court's approval of the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to complete the installation. By this agreement, Travis County and Hornsby Bend Utility Company, Inc., assign all of its right, title and interest in Contract Number

12K00137JW, Plain View Waterline to Southwest Water Company. This action will reduce the cost of the fees charged to the County to connect the 20 homes by over \$1,100. TNR recommends that Travis County re-assigns this contract.

If you have any questions or require additional information please contact Lee Turner at 854.7598.

Attachments:

Project Location Map
Agreement Regarding Plain View Waterline
Assignment of Contract
Modification of Contract

CC Jessica Rio, Planning and Budget Office
Sean O'Neal, County Auditor's Office
Christy Moffett, Health & Human Services
Jason Walker, Purchasing
Steve Sun, TNR
Lee Turner, TNR
Donna Williams-Jones, TNR

TRANSPORTATION AND NATURAL RESOURCES

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



411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

February 10, 2012

MEMORANDUM

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

FROM: Steve Manilla, P.E., County Executive, TNR/FM *Carol B. Jorgensen*

SUBJECT: **MODIFICATION OF AGREEMENT REGARDING PLAIN VIEW WATERLINE
CONTRACT NUMBER 12K00137JW**

Requested Agenda Item

TNR hereby requests that the Purchasing Department place the following item on the Commissions Court Agenda for a February 21, 2012 voting session:

Requested Motion: Consider and take appropriate action on the recommendation to modify contract number 12K00137JW, Plain View Waterline to re-assign all of right, title and interest in and to the Contract from HORNSBY BEND UTILITY COMPANY, INC. (HBUC), a corporation duly authorized and operating under the laws of the State of Texas, to SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas.

Summary and Recommendations

Travis County and Hornsby Bend Utility Co. entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, on June 12, 2007. Travis County agreed to participate with HBUC in the installation and extension of the waterline onto Clear View Drive by paying \$115,000 of the costs so that the entire neighborhood could benefit from a planned expansion by HBUC through Plain View Drive. Additionally, the agreement establishes a \$400 per residence tap fee to make tapping into the waterline affordable by the existing 41 homes. Approximately 20 of the existing residences have not been able to afford to pay the tap fee and install the service lines to their homes resulting in the Commissioners Court's approval of the use of Housing and Urban Development (HUD) Community Development Block Grant Recovery (CDBG-R) funds to complete the installation.

By this agreement, Travis County and Hornsby Bend Utility Company, Inc., assign all of its right, title and interest in Contract Number 12K00137JW, Plain View Waterline to Southwest Water Company. This action will reduce the cost of the fees charged to the County to connect the 20 homes by over \$1,100 per house. TNR recommends that Travis County re-assigns this contract.

If you have any questions or require additional information please contact Lee Turner at 854.7598.

Attachments:

Modification of Contract
Assignment of Contract
Agreement Regarding Plain View Waterline
Project Location Map

CC Jessica Rio, Planning and Budget Office
Sean O'Neal, County Auditor's Office
Christy Moffett, Health & Human Services
Jason Walker, Purchasing
Steve Sun, TNR
Lee Turner, TNR
Donna Williams-Jones, TNR

MODIFICATION OF CONTRACT NUMBER: 12K00137JW, PLAIN VIEW**PAGE 1 OF 2 PAGES****WATERLINE**

ISSUED BY: PURCHASING OFFICE 700 LAVACA ST., SUITE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Jason G. Walker TEL NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: February 3, 2012
ISSUED TO: Hornsby Bend Utility Company, Inc. P.O. Box 650784 Dallas, TX 75265	MODIFICATION NO.: 1	EXECUTED DATE OF ORIGINAL CONTRACT: June 12, 2007
ORIGINAL CONTRACT TERM DATES: <u>6/12/07</u> – <u>through project completion</u> CURRENT CONTRACT TERM DATES: <u>6/12/11</u> – <u>through project completion</u>		

FOR TRAVIS COUNTY INTERNAL USE ONLY:Original Contract Amount: \$115,000.00Current Modified Amount \$115,000.00.

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

1.) Pursuant to the attached Assignment of Contract, Attachment 1, the Contractor's name on Contract No. 12K00137JW is changed as follows:

From: Hornsby Bend Utility Company, Inc.
P.O. Box 650784
Dallas, TX 75265

To: Southwest Water Company
12535 Reed Rd.
Sugar Land, TX 77478

Signature_____
Signature_____
Printed Name_____
Printed Name**DRAFT****Note to Vendor:**

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

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

LEGAL BUSINESS NAME: _____

BY: _____
SIGNATUREBY: _____
PRINT NAMETITLE: _____
ITS DULY AUTHORIZED AGENT☐ DBA☐ CORPORATION☐ OTHER

DATE: _____

TRAVIS COUNTY, TEXAS

BY: MB
CYD V. GRIMES, C.P.M., TRAVIS COUNTY PURCHASING AGENT

DATE: _____

TRAVIS COUNTY, TEXAS

BY: _____
SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE

DATE: _____

DRAFT

12K00137JW, Mod 1

Attachment 1

Page 2 of 2

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are HORNSBY BEND UTILITY COMPANY, INC., a corporation duly authorized and operating under the laws of the State of Texas ("Assignor"), and SOUTHWEST WATER COMPANY, a corporation duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and HORNSBY BEND UTILITY COMPANY, INC. entered into a written Contract for the construction of waterline(s) in the Plainview Estates subdivision in Travis County, Texas, (Contract No.12K00137JW) on June 12, 2007 which is hereby incorporated by reference herein for all purposes as if fully copied and set forth herein at length, (the "Contract"); and
- B. Assignor desires by this Assignment to assign all of its right, title and interest in and to the Contract to Assignee subject to the terms of the Contract and this Assignment.

TERMS:

In consideration of the mutual agreements set forth in this Assignment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignor assigns, transfers and conveys to Assignee all of its right, title and interest in and to the Contract as of _____ (the "Effective Date of Assignment").
2. Assignee accepts such assignment, and assumes and is bound by and shall perform all terms, conditions, covenants, obligations, and duties of Assignor under the Contract as of the Effective Date of Assignment.
3. Assignor and Assignee acknowledge that nothing in this Assignment waives or modifies any of the provisions of the Contract.
4. The provisions of this Assignment are binding on and inure to the benefit of the heirs, representatives, successors and assigns of the parties.
5. This Assignment shall be construed and enforced in accordance with the laws of the State of Texas. Venue for any action arising hereunder or connected herewith shall lie exclusively in Travis County, Texas.
6. All references in this Assignment to the Contract encompass the original Contract.

ASSIGNOR:HORNSBY BEND UTILITY COMPANY, INC.

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

ASSIGNEE:SOUTHWEST WATER COMPANY

By: _____

Printed Name: _____

Title & Date: _____

Attest: _____

Date: _____

Travis County consents to this assignment of the Contract from HORNSBY BEND UTILITY COMPANY, INC. to SOUTHWEST WATER COMPANY

TRAVIS COUNTY, TEXAS

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By: Adele Noel Phone #: 854 7211

Division Director/Manager: Jon White/Tom Weber - NREQ

Carol B. Doyle for
Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: County Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on the use of FY2012 Local Initiative Projects (LIP) program grant funds to provide continued support for the Downtown Alliance Transportation Management Association (DATMA).

BACKGROUND/SUMMARY OF REQUEST:

The LIP grant program is intended to fund projects that improve air quality in Texas counties that participate in the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP).

The current request is that Travis County's FY2012 LIP grant allotment of \$19,011 be passed-through to the Downtown Alliance Transportation Management Association (DATMA of Austin) to provide continued support for the development and implementation of strategies to address traffic congestion and mobility issues in downtown Austin.

Transportation management associations are an established, acceptable use for LIP funds. In FY2010, Travis County Commissioner's Court approved \$37,000 of the LIP funds for DATMA. The Court approved an additional \$22,224 in LIP funds for DATMA in FY2011. In each of these years the Texas Commission on Environmental Quality (TCEQ) approved the use of LIP funds for the DATMA project and transferred funds to Travis County for that purpose. In FY12, Travis County Commissioner's Court entered into a contract with the DATMA that specifies the responsibility of the grant sub-recipient before receiving the LIP funds. To date, Travis County has paid \$10,434 to the DATMA.

If the proposed pass-through of funds is recommended by the Commissioners Court, TCEQ must approve the attached Project Summary which adds the supplementary funds to the existing project. After approval by TCEQ, the contract between Travis County and DATMA must be amended to incorporate the additional funding.

Funding will support the DATMA's efforts on "transportation management" strategies that will enable and encourage people to make commuting choices other than driving

to work alone over three years. Such strategies include a wide array of programs and policies designed to maximize the efficient utilization of existing transportation investments.

The proposed pass-through amount of \$19,011 represents the full allotment of LIP funds to Travis County for FY2012. This amount is substantially less than the amount available in past years. The budgets for both LIRAP and LIP were substantially reduced in the biennial budget.

STAFF RECOMMENDATIONS:

TNR recommends approval.

ISSUES AND OPPORTUNITIES:

In 2007, the 80th Texas Legislature, passed Senate Bill 12, amending the Texas Health and Safety Code, Chapter 382 to add Section 382.220 titled, Use of Funding for Local Initiative Projects. This section authorizes the spending of accumulated funds on clean air projects proposed by counties that participate in LIRAP.

The current National Ambient Air Quality Standard (NAAQS) for ozone is 75 parts per billion. Addressing the quality of emissions from vehicles is one of the primary strategies for addressing ozone in Travis County, considering that 66% of nitrogen oxides (precursors to ozone formation) result from on-road mobile sources like passenger vehicles.

FISCAL IMPACT AND SOURCE OF FUNDING:

There will be no impact on Travis County's budget. Travis County's contribution will be state funds from the LIP grant that Travis County would pass-through to DATMA.

ATTACHMENTS/EXHIBITS:

Project Summary Form

REQUIRED AUTHORIZATIONS:

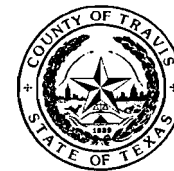
Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Jon White	Division Director	TNR	854-7212
Diane Blankenship	Director	HR	854-9165
Tom Weber	Env. Prog. Mgr	TNR	854-4692
Michele Gable	Financial Auditor	Auditor	854-5883
Julie Joe	Attorney	Legal	854-9415

Adele Noel	Air Quality Prj. Mgr.	TNR	854-7211
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: :
0101 - Administrative -



**FY 2012 Local Initiative Projects
Project Summary Form**

☐ New ☒ Revised

County: Travis County	Fiscal Year: 2012 and 2013
Original Date: August 17, 2010	Revision Date: February 28, 2012
Contact Person and Phone Number: Adele Noel, 512/854-7211	

Brief Project Title: Operation Transportation Management Association	Total Grant Funding this Revision: \$19,011
Counties to be Served: Travis County	Total Grant Funding this Project: \$78,234.60
Project Dates: Start Date Date of NTP issued End Date August 31, 2013	Matching/In-Kind Services this Revision: \$19,011 (Downtown Austin Alliance)
If contracting with another entity, list name and contact person: Downtown Austin Alliance Contact: Glenn Gadbois – 294-7446	Matching/In-Kind Services this Project: \$158,211 (includes 3 entities, Capital Metro, City of Austin, and Downtown Austin Alliance)

Personnel / Salaries <i>List personnel, # of hours, salary charged to grant</i>	Total Grant Funding this revision \$19,011 At this time – Executive's Director's Salary will be paid using these funds and maybe one other officer personnel. The maximum number of hours to be charged to the grant for each person is 40 per week.	Total Matching this revision \$19,011
Fringe Benefits		
Travel <i>List & itemize detailed travel expenditures</i>		
Supplies *TBD, This item includes cost of paper, pens, staples,		

etc.		
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>		
Construction <i>List & itemize construction expenditures</i>		
Contractual <i>List & itemize contractual expenditures (other than construction)</i> Legal and Accounting		
Other—Training List & itemize other expenditures:		
Indirect Charges		
Total Funding	Total Grant Funding this revision \$19,011 Total Grant Funding this project \$78,234.60	Total Matching this revision \$19,011 Total Matching this project \$73,011 Salaries \$ 4,800 Fringe Benefits \$ 3,000 Travel \$ 4,000 Supplies \$ 4,000 Equipment \$ 4,000 Contractual \$ 65,400 Other \$158,211.00

Project Description:

Funding will support the Transportation Management Association's (TMA) efforts to develop, coordinate, and implement "transportation management" strategies that would enable and encourage people to make commuting choices other than driving to work alone. Such strategies include a wide array of programs and policies designed to maximize the efficient utilization of existing transportation investments. Examples of strategies include:

- Encouraging and assisting employers, organizations, or venues that generate auto trips to develop transportation programs enhancing the travel choices available to the site (such as a shuttle from a work location to a transit hub).
- Parking management, including parking pricing and enforcement strategies in an area, implementing employer-specific improvements (such as revisions to policies to encourage alternatives to single-occupancy vehicles), and implementing parking cash-out programs that allow employees who choose not to use employer-paid parking to receive the cash value of the parking.
- Working with public transit providers to increase services by methods that may include discounted transit passes or route/schedule alterations to better serve an employer or area.

- Coordinating with state and local transportation agencies to improve traffic flow, including addressing traffic signal-timing and intersection improvements.
- Coordinating pedestrian and bicycle infrastructure improvements and providing facilities such as secure bicycle parking.

Services that would be available because the preliminary studies have already shown a latent demand for them:

- One-stop shop for downtown employers and other TMA members to get commute-related information and to access commutes services (including existing commute services).
- Coordination with Capital Metro to secure a bulk rate discount on transit passes that would be made available to downtown employees.
- Parking brokerage services in coordination with managers of public and private parking facilities to identify opportunities for shared parking and to match up demand with supply.

Without participation by the County, the other funding partners might not generate enough money to establish the TMA. Traffic would continue to worsen without an organization dedicated to providing transportation alternatives and demand for parking would continue to increase.

Benefits of TMA:

According to a 2009 report by the Texas Transportation Institute (TTI), *Austin Commute Solutions: Review and Opportunity*, approximately 62,000 people travel into downtown to work each day, which does not include people working at the State Capitol complex. Of that number, 80%, or nearly 49,000 people drive to work alone. This enormous number of vehicles is already more than our roadway network is able to accommodate, yet downtown continues to grow. For instance, in the next 15 years, Travis County is expected to add almost 2000 employees to the 1900 already working downtown.

A TMA would advocate for additional transportation options into downtown Austin and would implement and manage programs to encourage the use of those options, resulting in practical and attractive choices being available to downtown employees and visitors. This would have significant impact on traffic congestion on the roadways leading to downtown. The TTI report found that implementation of a moderately sized TMA program could reduce peak period traffic into downtown by 2.3%. A more aggressive program could result in a 9.7% reduction.

Besides relieving congestion and demands on parking, decreasing the percentage of people coming downtown in single-occupant vehicles will also support clean air objectives. These objectives are of increasing importance as the Central Texas region will soon no longer be in compliance with the federal government's tightened clean air standards.

Authorized Signature:

Date:



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By: Steve Sun **Phone #:** 825-4688

Division Director/Manager: Steve Sun, P.E., Engineering Division Manager

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

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE: Consider and take appropriate action on a request to approve an Advance Funding Agreement with the Texas Department of Transportation for intersection improvements at FM 973 and Decker Lake Road Extension in Precinct One.

BACKGROUND/SUMMARY OF REQUEST:

Decker Lake Road Extension is a public-private-public partnership project approved by the voters in the 2001 Bond election. The project consists of extending Decker Lake Road from its current terminus at FM 973 eastward to SH 130. This extension is approximately 3,550 feet long and will be a 4-lane divided arterial with bike lanes and sidewalks. A Participation Agreement was entered into by the County and the developer, Club Deal 116 Indian Hills TX, L.P. in November 2006. An Interlocal Agreement was entered into by the County and City of Austin in December 2007. Per the Participation Agreement, the developer will donate right-of-way needed for the road extension and will share the engineering cost equally with the County. Per the Interlocal Agreement, The City agrees to share the construction cost equally with the County and the developer.

This Advance Funding Agreement is requested by TxDOT for construction of center lanes and turn lanes at the intersection due to anticipated additional traffic generated by the roadway extension and future developments.

STAFF RECOMMENDATIONS:

TNR recommends approval of this AFA to allow for the tie-in of the Decker Lake Road Extension to FM 973.

ISSUES AND OPPORTUNITIES:

The construction documents for the roadway extension have been completed except the intersection improvements. Upon the approval of the AFA, the engineer will proceed with necessary environmental study and roadway design immediately. The intersection construction work will be sequenced to the later part of the project

construction schedule so to allow the rest of the construction work to start as soon as possible.

FISCAL IMPACT AND SOURCE OF FUNDING:

Total estimated cost for the intersection improvements is \$740,297.53. TxDOT will provide support for environmental study, ROW, and engineering at a value of \$106,397.53. The developer, County and City will share the engineering and construction costs per the Participation Agreement and the Interlocal Agreement for an estimated amount of \$633,900. County's share of the costs is available from 2005 bond proceeds in account 512-4931-808-8198 and will be encumbered during the construction contract award phase of the project.

ATTACHMENTS/EXHIBITS:

Advance Funding Agreement

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Chris Gilmore		Attorney's Office	

CC:

Steve Sun		TNR	
Tony Valdez		TNR	
Donna Williams-Jones		TNR	

: :

0101 - Administrative -

GM200I13

TRAVIS COUNTY

2/15/12

Fiscal Year 2012

Account Balance Inquiry

17:19:35

Account number . . . : 512-4931-808.81-98
Fund : 512 U/T ROAD BONDS, 2008
Department : 49 TNR (TRANS & NATRL RESRC)
Division : 31 RD CAPACITY/BRIDGE REPLMT
Activity basic : 80 CAPITAL PROJECTS
Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
Element : 81 CAPITAL OUTLAY
Object : 98 RESERVE-CAPITAL OUTLAY

Project Req'd

Original budget :	0	
Revised budget :	9,728,219	10/01/2011
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance :	9,728,219.00	100.0

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

GM200I13

TRAVIS COUNTY

2/15/12

Fiscal Year 2012

Account Balance Inquiry

17:19:35

Project Req'd

Account number . . . : 512-4931-808.81-98
 Fund : 512 U/T ROAD BONDS, 2008
 Department : 49 TNR (TRANS & NATRL RESRC)
 Division : 31 RD CAPACITY/BRIDGE REPLMT
 Activity basic : 80 CAPITAL PROJECTS
 Sub activity : 8 INFRA&ENV SVS (TRANS&RDS)
 Element : 81 CAPITAL OUTLAY
 Object : 98 RESERVE-CAPITAL OUTLAY

Original budget :	0	
Revised budget :	9,728,219	10/01/2011
Actual expenditures - current . . . :	.00	
Actual expenditures - ytd :	.00	
Unposted expenditures :	.00	
Encumbered amount :	.00	
Unposted encumbrances :	.00	
Pre-encumbrance amount :	.00	
Total expenditures & encumbrances:	.00	0.0%
Unencumbered balance :	9,728,219.00	100.0

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

Donna Williams-Jones

From: Tom Nuckols <Tom.Nuckols@co.travis.tx.us>
Sent: Wednesday, January 18, 2012 4:48 PM
To: Jessica Rio; Donna Williams-Jones
Cc: Christopher Gilmore; Cynthia McDonald; Hannah York; Steve Sun; Steven Manilla; Tony Valdez
Subject: Re: Decker Lake Road Developer Commitment Letter

Yes, he says we can use the funds allocated to the Decker Lake project in the '05 bond order to pay for building the transitional lanes and other intersection improvements needed to accommodate the new road.

>>> Donna Williams-Jones (Donna Williams-Jones) 1/13/2012 10:19 AM >>>
Hi Tom,

Project manager was asking if we ever got an answer from bond counsel on the project scope issues.

Thanks
Donna

>>> Tom Nuckols 12/21/2011 4:24 PM >>>

I sent an e-mail to Glenn about the project scope issues. Regarding the need for an AFA, the legislature passed a bill this session authorizing TxDOT to contract directly with landowners to construct improvements to the state highway system. I assume Indian Hills is operating under this new law and no AFA will be needed. I was also assuming the need for a separate "escrow account" for the TxDOT improvements was being driven by Indian Hills' agreement with TxDOT, but Steve raises a good question: Why can't the TxDOT improvements be handled by an amendment to the Participation Agreement? We should ask Indian Hills that question.

>>> Donna Williams-Jones (Donna Williams-Jones) 12/20/2011 10:49 AM >>>

Here's some additional information on the Decker Lake project to go with my attached e-mail. Please let me know if you (and bond counsel if you feel their opinion is needed) concur with TNR Public Works Division that we can move forward with the TX DoT AFA and use our project budget to do the transitional lanes on FM 973 for the Decker Lake project.

Also if possible could we please get an answer by Dec 30, 2011.

Thanks
Donna

>>> Steve Sun 12/20/2011 10:13 AM >>>

There are a couple of points in the developer's letter that I would like to offer different views.

1. The intersection improvements required by the TxDOT permit is NOT an additional project scope. The project scope is basically defined as construction of a new road from FM 974 to SH 130, which include design, construction, necessary permits, etc. This FM 973 intersection improvements is required by the permit so it shall be considered as a part of the project scope of work.

2. If the intersection improvements is a part of the project, then how it will be paid for will be same as defined in the current project PA and IA, i.e. County and Developer each pays 1/2 of engineering cost, and City, County and Developer each pays 1/3 of construction cost. There is already a process set up to reimburse the developer the project costs. It is NOT necessary to set up a separate escrow account just for the intersection improvements.

Since TxDOT indicated that they will only enter into AFA with public entities, County agrees to take the lead in getting the AFA executed so the permit can be issued.

Design and construction of the intersection will continue to be managed by the developer and costs will continue to be reimbursed by County and City.

Therefore, if the developer takes no exception on the above, the County can then process the AFA. In the attached email, City has indicated that they concur with the payment for 1/3 of the intersection improvements construction costs.

>>> Steven Manilla 12/15/2011 3:42 PM >>>

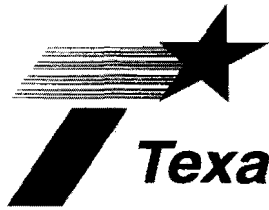
Please submit any additional comments you have about the attached letter of commitment to Steve S or Tony so that they can get them to the Developer asap. thx

Steve or Tony, please check with the City as well.

>>> Steven Manilla 12/9/2011 7:16 AM >>>

fyi, we're still looking over your letter but the issue of who pays for the future signal jumped out at us immediately. Attached is TxDot's response to the question.

Hope to get back to you early next week with any other issues we may have.



CODE: 0/01

RECEIVED

JAN 25 2012

TNR

Texas Department of Transportation

P.O. DRAWER 15426 • AUSTIN, TEXAS 78761-5426 • (512) 832-7000

January 24, 2012

Travis County
CSJ: 1200-03-053
FM 973 at Decker Lake Rd
Intersection Improvements

Steven Manilla, P.E.
Executive Manager
Transportation and Natural Resources
County of Travis
P. O. Box 1748
Austin, TX 78767-1748

Dear Mr. Manilla:

Enclosed for partial execution are two copies of an Advance Funding Agreement for the above project. The project consists of the construction of intersection improvements on FM 973 at Decker Lake Rd.

Please return the two signed and dated documents to this office for full execution. An executed copy will be returned for your records.

If you have any questions, please contact me at (512) 832-7050.

Sincerely,


(Patricia L. Crews-Weight, P.E.)
Director of Design - AUS

Attachments

cc: John R. Wagner, P.E., Georgetown/N. Travis Area Engineer
Bobby Ramthun, P.E., N. Travis Area Office
Mike Walker, District Environmental Coordinator

THE TEXAS PLAN

REDUCE CONGESTION • ENHANCE SAFETY • EXPAND ECONOMIC OPPORTUNITY • IMPROVE AIR QUALITY
PRESERVE THE VALUE OF TRANSPORTATION ASSETS

An Equal Opportunity Employer

CSJ # 1200-03-053
District # 14 - Austin
Code Chart 64 # 50227
Project: FM 973 at Decker Lake Rd.

STATE OF TEXAS §

COUNTY OF TRAVIS §

**ADVANCE FUNDING AGREEMENT FOR VOLUNTARY
LOCAL GOVERNMENT CONTRIBUTIONS
TO TRANSPORTATION IMPROVEMENT
PROJECTS WITH NO REQUIRED MATCH
ON-SYSTEM**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the County of Travis, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, Transportation Code, Chapters 201, 221, 227, and 361, authorize the State to lay out, construct, maintain, and operate a system of streets, roads, and highways that comprise the State Highway System; and,

WHEREAS, Government Code, Chapter 791, and Transportation Code, §201.209 and Chapter 221, authorize the State to contract with municipalities and political subdivisions; and,

WHEREAS, Commission Minute Order Number 112696 authorizes the State to undertake and complete a highway improvement generally described as add center turn lanes and right turn lanes; and,

WHEREAS, the Local Government has requested that the State allow the Local Government to participate in said improvement by funding that portion of the improvement described as add center turn lanes and right turn lanes on FM 973 at Decker Lake Road, called the "Project"; and,

WHEREAS, the State has determined that such participation is in the best interest of the citizens of the State;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, the State and the Local Government do agree as follows:

AGREEMENT

1. Time Period Covered

This agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described in this agreement has been completed and accepted by all parties or unless terminated, as provided for by this agreement.

2. Project Funding and Work Responsibilities

A. The State will authorize the performance of only those Project items of work which the Local Government has requested and has agreed to pay for as described in Attachment A, Payment Provision and Work Responsibilities which is attached to and made a part of this contract. In addition to identifying those items of work paid for by payments to the State, Attachment A, Payment Provision and Work Responsibilities, also specifies those Project items of work that

CSJ # 1200-03-053

District # 14 - Austin

Code Chart 64 # 50227

Project: FM 973 at Decker Lake Rd.

are the responsibility of the Local Government and will be carried out and completed by the Local Government, at no cost to the State.

- B. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- C. In the event that the State determines that additional funding by the Local Government is required at any time during the Project, the State will notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- D. Whenever funds are paid by the Local Government to the State under this agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

3. Right of Access

If the Local Government is the owner of any part of the Project site, the Local Government shall permit the State or its authorized representative access to the site to perform any activities required to execute the work.

4. Adjustments Outside the Project Site

The Local Government will provide for all necessary right of way and utility adjustments needed for performance of the work on sites not owned or to be acquired by the State.

5. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

6. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the local government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

7. Interest

The State will not pay interest on funds provided by the Local Government. Funds provided by the Local Government will be deposited into, and retained in, the State Treasury.

8. Inspection and Conduct of Work

Unless otherwise specifically stated in Attachment A, Payment Provision and Work Responsibilities, to this contract, the State will supervise and inspect all work performed

CSJ # 1200-03-053

District # 14 - Austin

Code Chart 64 # 50227

Project: FM 973 at Decker Lake Rd.

hereunder and provide such engineering inspection and testing services as may be required to ensure that the Project is accomplished in accordance with the approved plans and specifications. All correspondence and instructions to the contractor performing the work will be the sole responsibility of the State. Unless otherwise specifically stated in Attachment A to this contract, all work will be performed in accordance with the Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges adopted by the State and incorporated in this agreement by reference, or special specifications approved by the State.

9. Increased Costs

- A.** In the event it is determined that the funding provided by the Local Government will be insufficient to cover the State's cost for performance of the Local Government's requested work, the Local Government will pay to the State the additional funds necessary to cover the anticipated additional cost. The State shall send the Local Government a written notification stating the amount of additional funding needed and stating the reasons for the needed additional funds. The Local Government shall pay the funds to the State within thirty (30) days of the written notification, unless otherwise agreed to by all parties to this agreement. If the Local Government cannot pay the additional funds, this contract shall be mutually terminated in accordance with Article 11 – Termination. If this is a fixed price agreement as specified in Attachment A, Payment Provision and Work Responsibilities, this provision shall only apply in the event changed site conditions are discovered or as mutually agreed upon by the State and the Local Government.
- B.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

10. Maintenance

Upon completion of the Project, the State will assume responsibility for the maintenance of the completed Project unless otherwise specified in Attachment A to this agreement.

11. Termination

- A.** This agreement may be terminated in the following manner:
1. By mutual written agreement and consent of both parties;
 2. By either party upon the failure of the other party to fulfill the obligations set forth in this agreement; or
 3. By the State if it determines that the performance of the Project is not in the best interest of the State.
- B.** If the agreement is terminated in accordance with the above provisions, the Local Government will be responsible for the payment of Project costs incurred by the State on behalf of the Local Government up to the time of termination.
- C.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.

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 District # 14 - Austin
 Code Chart 64 # 50227
 Project: FM 973 at Decker Lake Rd.

12. Notices

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

Local Government:	State:
County of Travis Attn: County Judge P.O. Box 1748 Austin, Texas 78767-1748	Director of Contract Services Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

13. Sole Agreement

In the event the terms of the agreement are in conflict with the provisions of any other existing agreements between the Local Government and the State, the latest agreement shall take precedence over the other agreements in matters related to the Project.

14. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement.

15. Amendments

By mutual written consent of the parties, this agreement may be amended prior to its expiration.

16. State Auditor

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

17. Insurance

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the

CSJ # 1200-03-053

District # 14 - Austin

Code Chart 64 # 50227

Project: FM 973 at Decker Lake Rd.

State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately and the State may recover damages and all costs of completing the work.

18. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Title

Date

THE STATE OF TEXAS

Cathy T. Floyd, CPA
South Regional Support Center Director

Date

CSJ # 1200-03-053
 District # 14 - Austin
 Code Chart 64 # 50227
 Project: FM 973 at Decker Lake Rd

ATTACHMENT A

PAYMENT PROVISION AND WORK RESPONSIBILITIES

Description		Total Estimated Cost	Federal Participation		State Participation		Local Participation	
			%	Cost	%	Cost	%	Cost
Environmental (by Local Government)		\$ 5,000.00	0%	\$0	0%	\$0	100%	\$ 5,000.00
Right of Way (by Local Government)		\$ 0.00	0%	\$0	0%	\$0	100%	\$ 0.00
Utilities (by Local Government)		\$ 0.00	0%	\$0	0%	\$0	100%	\$ 0.00
Engineering (by Local Government)		\$ 63,000.00	0%	\$0	0%	\$0	100%	\$ 63,000.00
Construction (by Local Government)		\$ 565,900.00	0%	\$0	0%	\$0	100%	\$ 565,900.00
Subtotal		\$ 633,900.00	\$0		\$0		\$ 633,900.00	
Direct State Cost for Prelim. Engineer. \$ 9,758	Environm. Direct State Costs (20%)	\$ 1,951.60	0%	\$0	100%	\$ 1,951.60	0%	\$0
	Right of Way Direct State Costs (20%)	\$ 1,951.60	0%	\$0	100%	\$ 1,951.60	0%	\$0
	Engineer. Direct State Costs (40%)	\$ 3,903.20	0%	\$0	100%	\$ 3,903.20	0%	\$0
	Utility Direct State Costs (20%)	\$ 1,951.60	0%	\$0	100%	\$ 1,951.60	0%	\$0
Construction Engineering (by State)		\$ 45,545.00	0%	\$0	100%	\$ 45,545.00	0%	\$0
Construction Direct State Costs		\$ 5,010.00	0%	\$0	100%	\$ 5,010.00	0%	\$0
Indirect State Costs (7.27%)		\$ 46,084.53	0%	\$0	100%	\$ 46,084.53	0%	\$0
Subtotal		\$ 106,397.53	\$0		\$ 106,397.53		\$0	
TOTAL		\$ 740,297.53	\$0		\$ 106,397.53		\$ 633,900.00	

Initial payment by the Local Government to the State: \$0

Payment by the Local Government to the State before construction: \$0

Estimated total payment by the Local Government to the State \$0 This is an estimate. The final amount of Local Government participation will be based on actual costs.

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Project: FM 973 at Decker Lake Rd

Work Responsibilities:

1. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- a. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- b. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation.
- c. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment. Public hearings will not be held prior to the approval of project schematic.
- d. The Local Government is responsible for the preparation of the NEPA documents required for the environmental clearance of this project. Coordination shall be through the TxDOT Austin District Environmental Coordinator at (512) 832-7168.
- e. The Local Government shall provide the State with written documentation from appropriate regulatory agency(ies) that identified environmental clearance has been obtained, prior to beginning work.

2. Engineering Services

- a. The Local Government shall prepare or cause to be prepared the engineering plans, specifications, and estimates (PS&E) necessary for the development of the Project. The PS&E shall be prepared in accordance with all applicable laws, policies and regulations, deemed necessary by the State.
- b. The engineering plans shall be developed in accordance with the Texas Department of Transportation *Roadway Design Manual*, the current edition of the *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and the Texas Accessibility Standards. A project development schedule of design activities shall be supplied to the TxDOT North Travis Area Engineer office upon initiation of the Project.
- c. The Local Government shall submit a copy of the redlined plans provided by the State with all applicable plan submittals to indicate that QC/QA was undertaken.
- d. The Local Government shall submit the completed PS&E to the State for review and approval a minimum of twenty weeks prior to the beginning of construction work.

3. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

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District # 14 - Austin
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4. Right of Way and Real Property Acquisition

Right-of-way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. The Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.

All parties to this agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support compliance must be maintained and made available to the State and its representatives for review and inspection.

5. Construction Responsibilities

- a. The Local Government shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments or additional work orders which may become necessary subsequent to the award of the construction contract.
- b. The Local Government will use its approved contract letting and award procedures to let and award the construction contract.
- d. Prior to their execution, the State will review and approve contract change orders.
- c. The Local Government shall be responsible for 100% of the construction costs of any contract so awarded.



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By: Jim Barr, AIA, LEED AP, FMD Phone #: 854-9190

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

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

Sponsoring Court Members: Commissioner Ron Davis, Precinct One

AGENDA LANGUAGE: Receive briefing by City of Austin on progress of the Upper Airport Boulevard Initiative.

BACKGROUND/SUMMARY OF REQUEST:

The Travis County North Campus is comprised of properties at 5325, 5335, 5501 and 5555 Airport Boulevard that include the Tax Office, Departments of the Sheriff's Office, County Clerk and District Clerk along with CES, Emergency Services, RMCR Prints Shop, Imaging and Archives and a Wellness Clinic. The North Campus is within the area encompassed by the Upper Airport Boulevard Initiative.

The City of Austin has engaged consultants to assist with two planning initiatives. The Airport Boulevard Mobility Corridor Study and the Upper Airport Boulevard Planning Initiative both include the Travis County North Campus. The Mobility Corridor Study encompasses Airport Boulevard from Hwy. 183 in the South to Lamar Boulevard at the North end. The Planning Initiative includes the stretch from IH-35 to Lamar Boulevard.

The Mobility Corridor Study proposes changes to the right-of-way to improve automobile, mass transit, pedestrian and bicycle mobility, safety, business access and street experience. The intended outcomes are to stimulate existing businesses, attract new business, enliven neighborhoods and generate a greater sense of community.

The presentation under this agenda item, the Upper Airport Boulevard Initiative, proposes the formulation and adoption of Form-Based Codes to replace the existing development codes in use throughout the city. The new code, if adopted, would change how compatibility is viewed between neighborhoods, civic, industrial and commercial interests.

STAFF RECOMMENDATIONS:

Facilities Management Department has been engaged with Neighbors, Neighborhood Associations (Ridge top, Northfield and Highland), City of Austin Planning Staff, City Consultants and Business Owners since the first North Campus project and ongoing with these latest planning initiatives. As a result, the North Campus has been well received and development has benefitted. This presentation by City of Austin Staff will brief the Commissioners Court on progress of the Upper Airport Boulevard Initiative. The presentation is included in court backup and further information can be accessed from the website, <http://airportboulevard.com>.

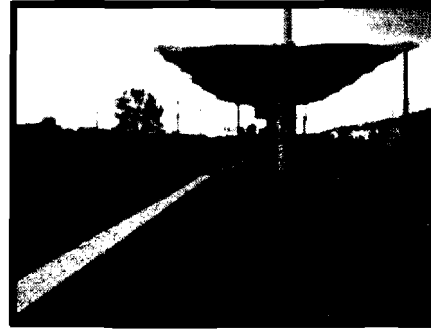
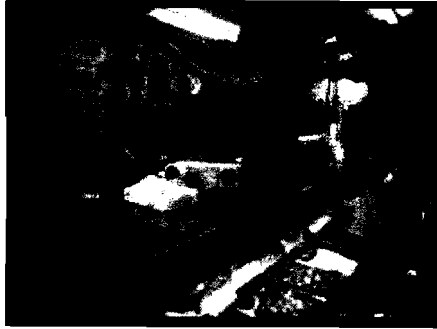
ISSUES AND OPPORTUNITIES:**FISCAL IMPACT AND SOURCE OF FUNDING:****ATTACHMENTS/EXHIBITS:**

- 1) Copy of Power point slide presentation by City of Austin staff.

REQUIRED AUTHORIZATIONS:

Steve Manilla	County Executive	TNR	854-9429

CC:



airport
b l v d

business. living. vision. development.

Travis County Commissioners Court Briefing

February 28, 2012



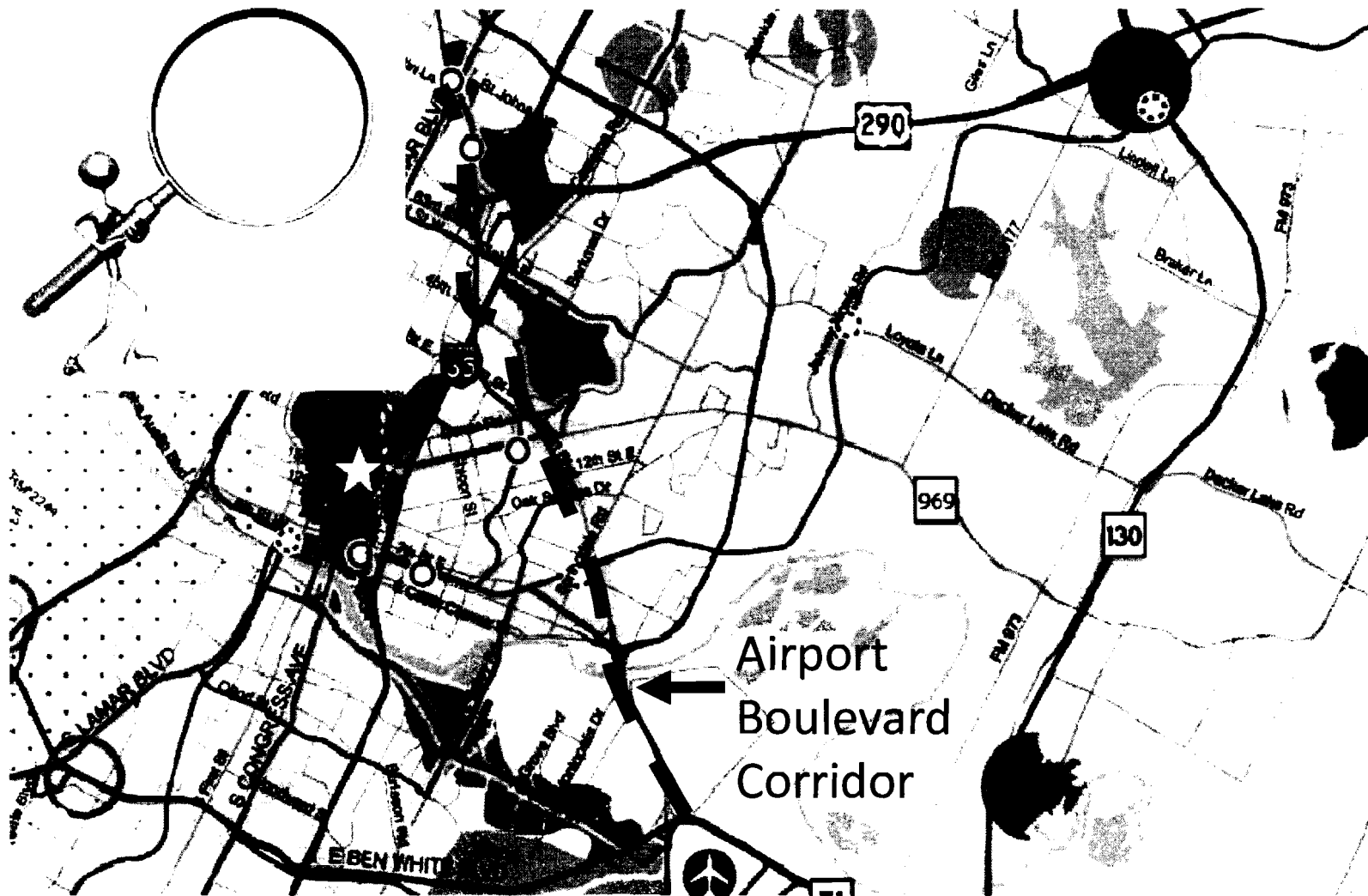
Upper Airport Boulevard Initiative

Purpose of today's presentation

- Overview of the Initiative to date
- Next Steps



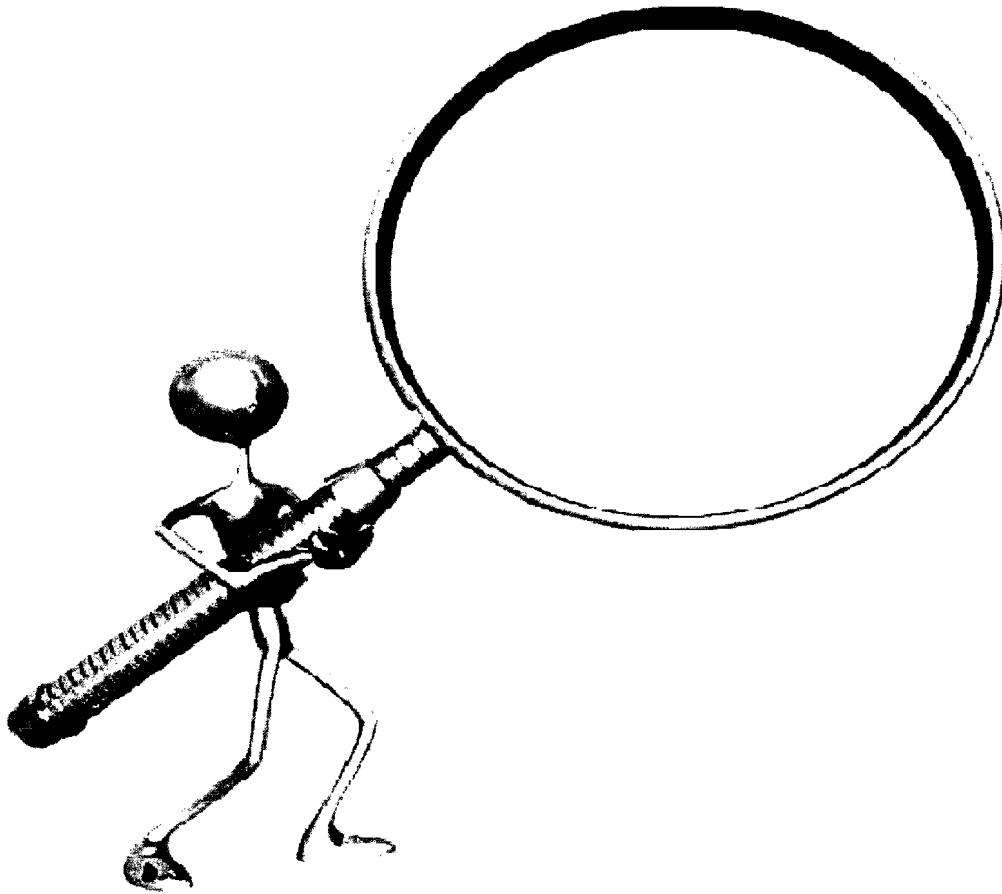
Imagine Austin: 8 miles high



airport
blvd

Austin is projected to double in population in the next 30 years

Upper Airport Boulevard Initiative



airport
blvd

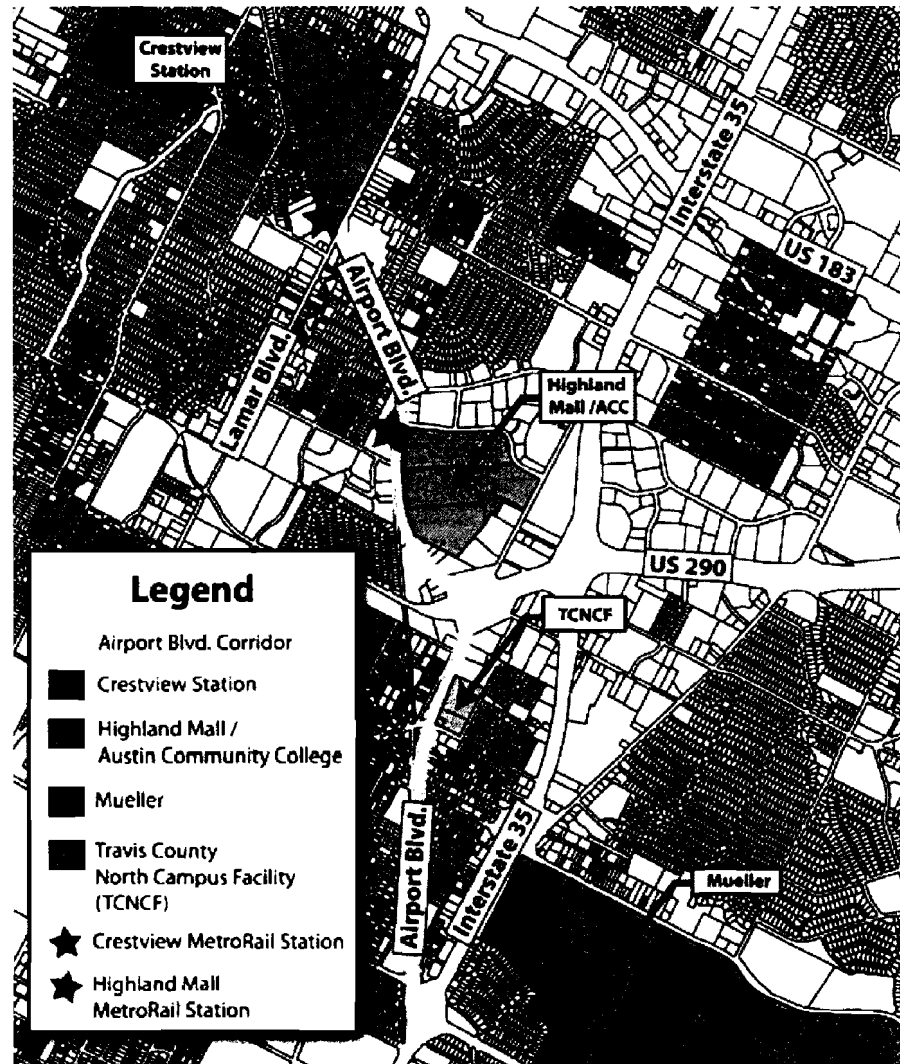


Where Is “Upper” Airport Boulevard?

From Lamar to I-35

This Initiative will address:

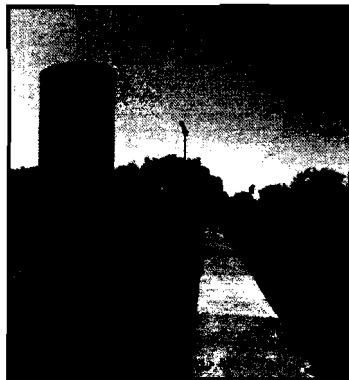
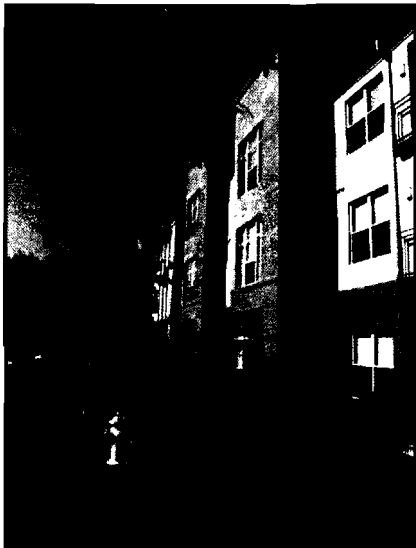
- **Public Improvements** on the boulevard (mobility recommendations)
- **Private Redevelopment** of properties adjacent to the boulevard



How was the Upper Airport Boulevard initiated?

City Council, 2010, recognized synergy of:

- Changes underway
- Reinvention of the Highland Mall
- Travis County North Campus master plan
- Red Line



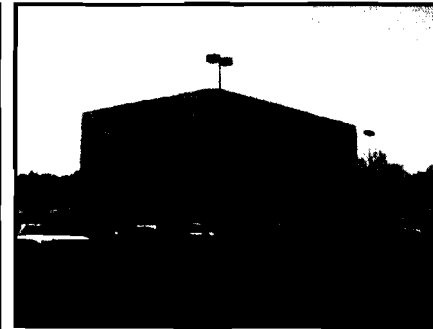
airport
blvd

Why the attention on Upper Airport Boulevard?

Big changes are already underway along the Boulevard:

- MetroRail is operational;
- Highland Mall is under new ownership:
 - Austin Community College (ACC) w/ development partner;
- Second Phase of Mid-Town Commons and Crestview Station; and
- Travis County's North Campus facility master plan.

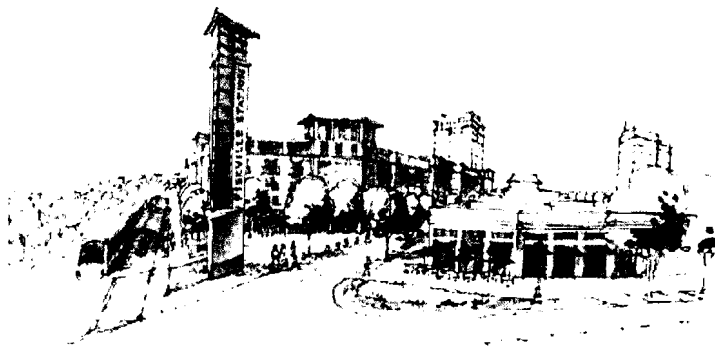
The trend is clear - changes and redevelopment are coming to Upper Airport Boulevard.



What is the Upper Airport Boulevard Initiative?

Key Questions:

1. What kind of redevelopment do we want to see?
2. How might it be more attractive, vibrant, and walkable?
3. How to provide a wider mix of uses, more transportation options, and greater amenities to all?
4. How might redevelopment be a good neighbor?



Fiskville Station TOD Concept

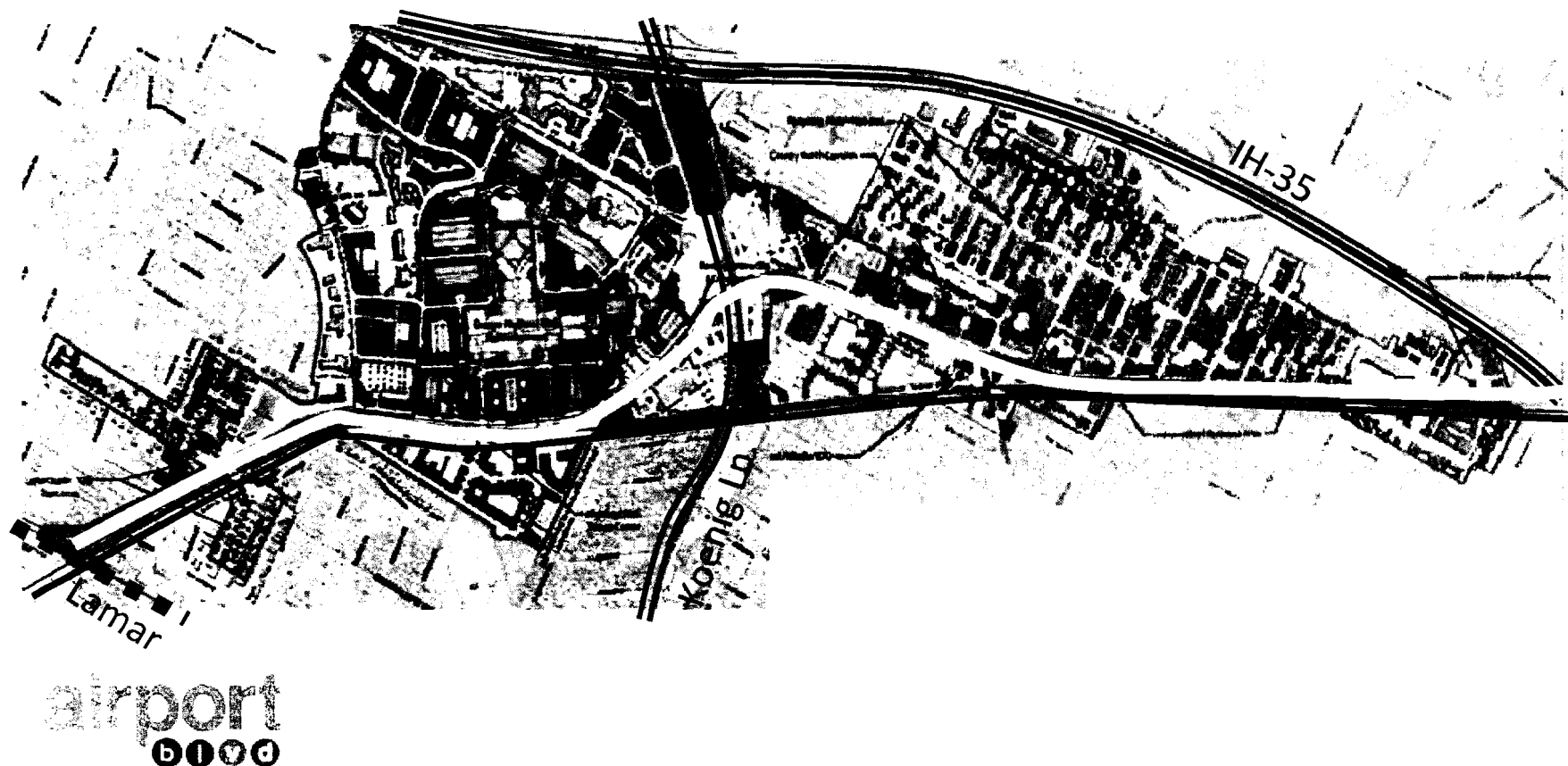


Highland Mall Concept

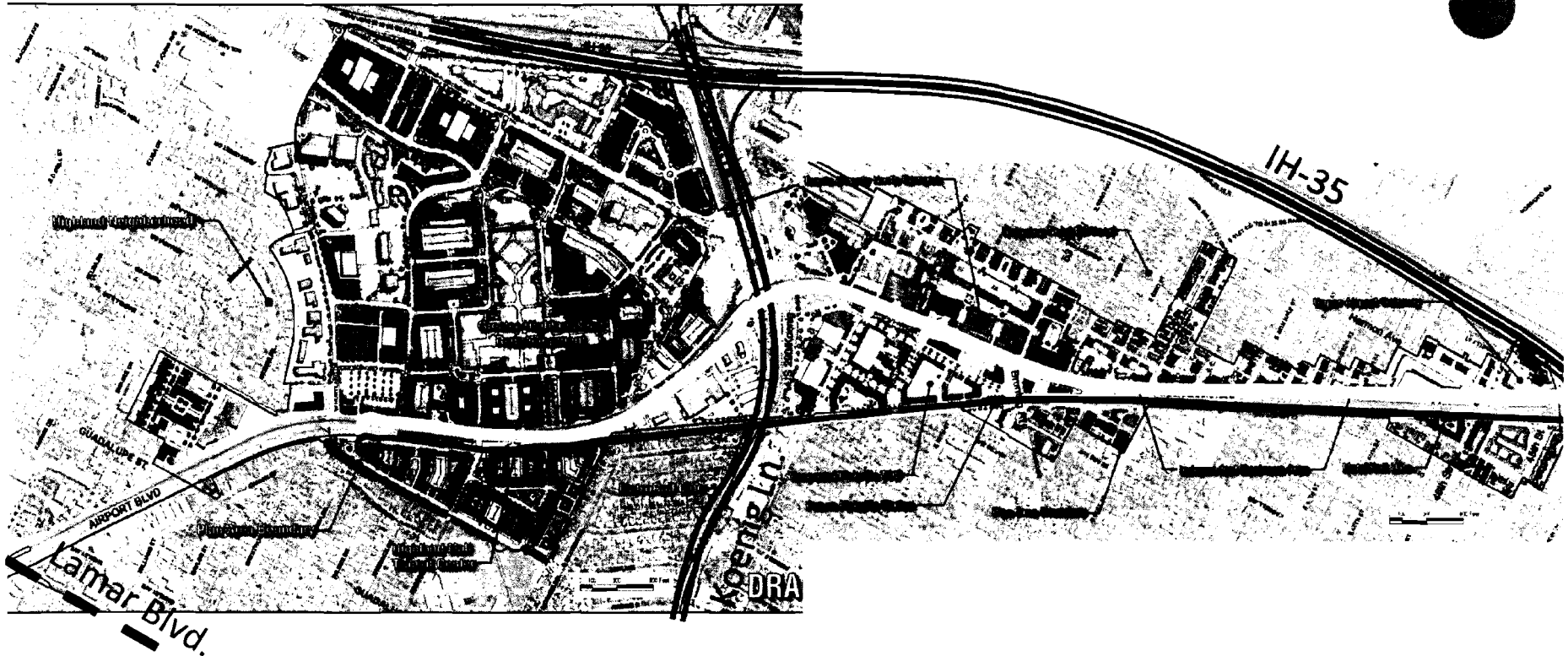
How will the Vision be realized?

Illustrative Vision Maps: Visualization tool to understand the goal for private and public improvements to the corridor.

Upper Airport: Draft Vision – October 2011

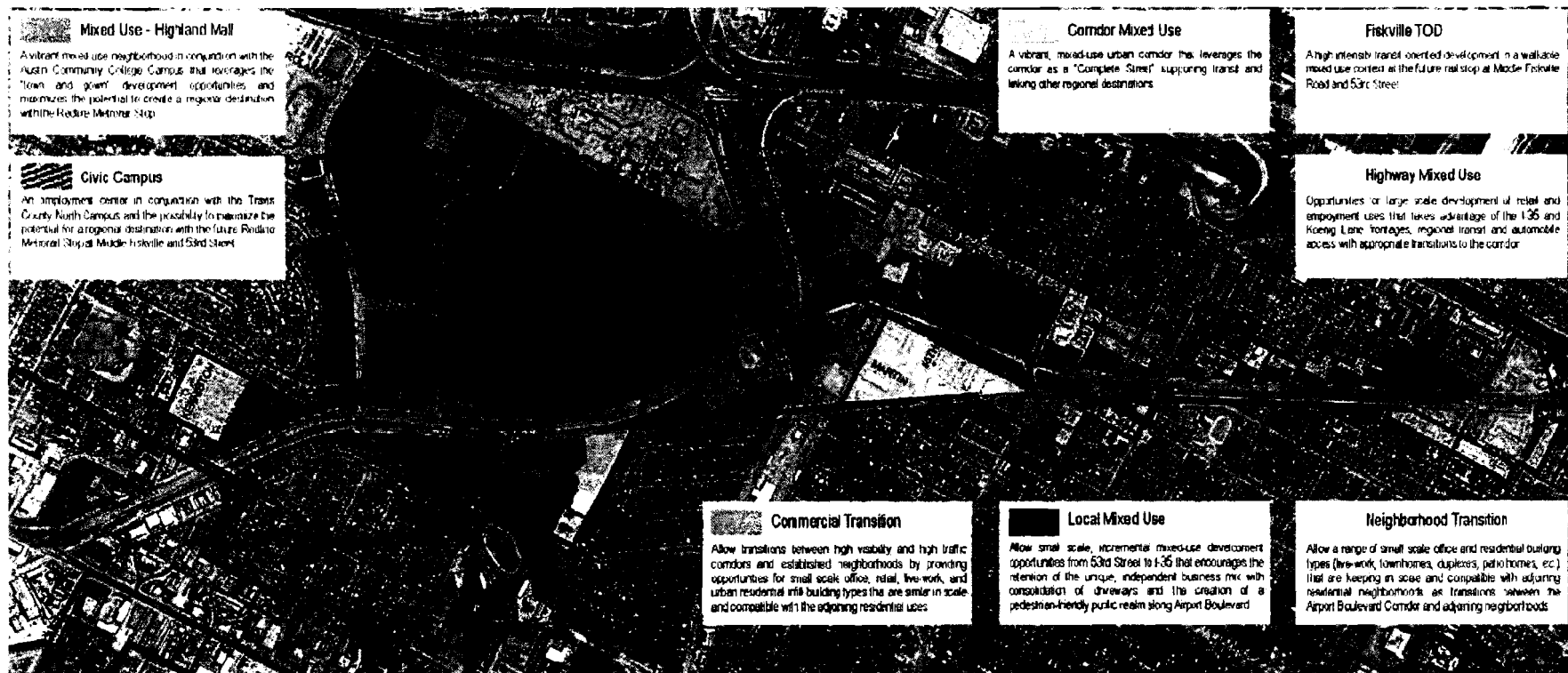


Upper Airport: Emerging Vision – February 2012



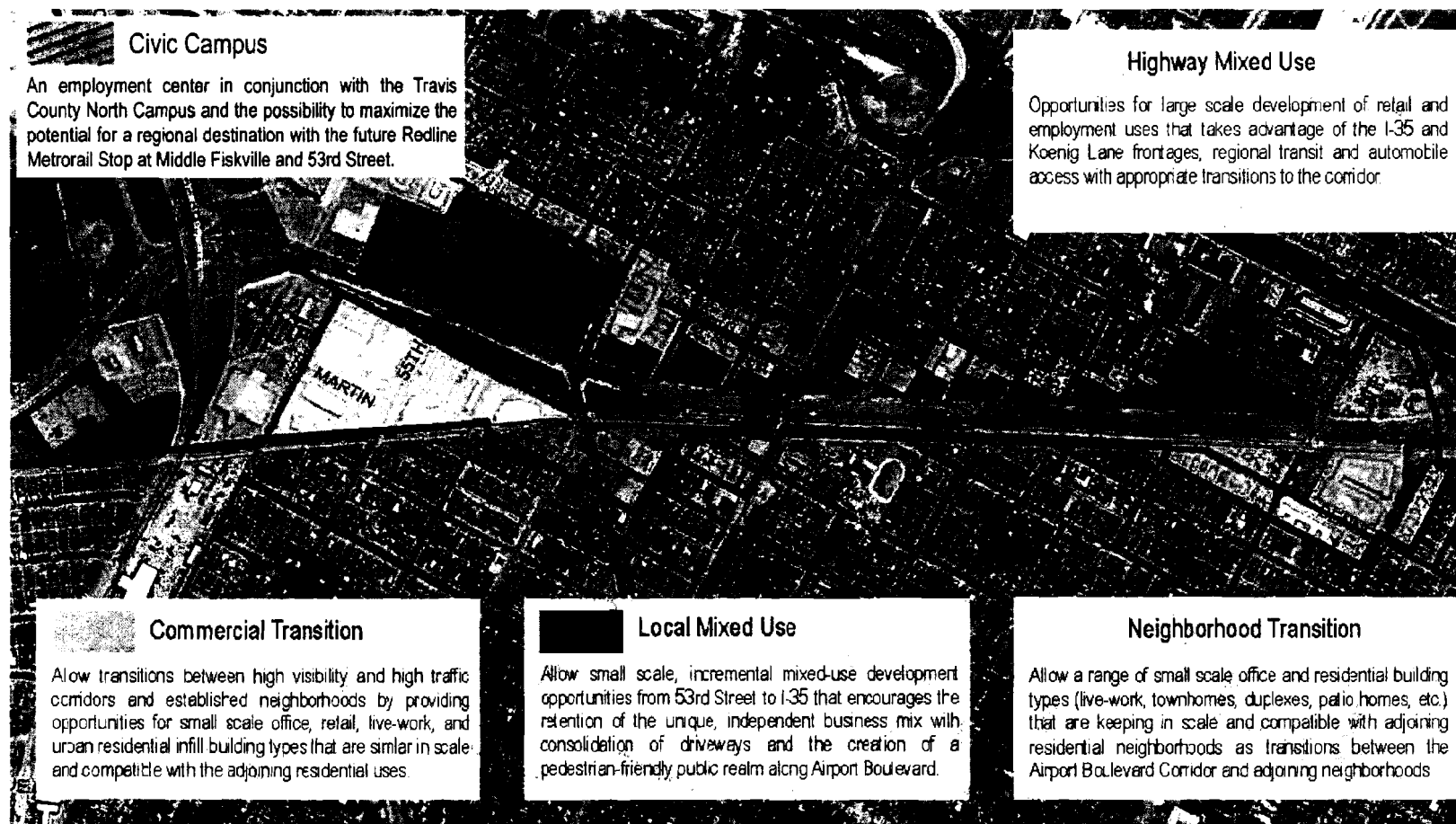
Airport Blvd. Character Map (draft February 2012)

Form-Based Codes



Airport Blvd. Character Map (draft 2/12)

Form-Based Codes



Airport Blvd. Character Map (draft 2/12)

Form-Based Code – Character Zone

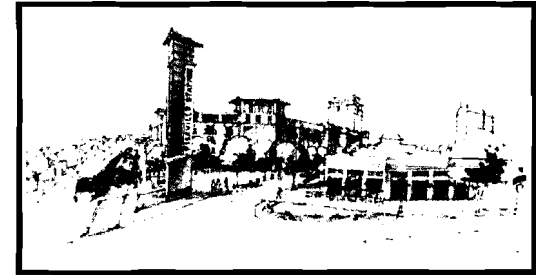
Civic Campus (Travis County North Campus):

- Create an employment center in conjunction with the Travis County North Campus
- Maximize the potential to create a regional destination with the future Redline Metrorail Stop at Middle Fiskville and 53rd Street.

How will the Vision be realized?

The Vision will inform:

- Public investments in the public right-of-way
- A Form-Based Code (FBC)
 - New regulatory tool to provide greater certainty on physical design of private properties than conventional zoning



“Upper” Airport Boulevard Initiative

What it is NOT doing:

- **DOES NOT take private property**
- **DOES NOT increase the Airport Blvd. Right-of-Way (ROW)**
- **DOES NOT displace homeowners**
- **DOES NOT encourage demolition of residential properties**
- **DOES NOT rezone residential property to commercial**
- **DOES NOT increase traffic in the neighborhood**

Upper Airport Boulevard Initiative

Project Phasing & Timeline

16

Assessment (Spring-Summer 2011)

- map current conditions • stakeholder engagement • public outreach

Vision (Summer-Fall 2011)

- goals & opportunities • community workshop, open house & forum • public engagement

Design & Plan (Fall-Winter 2011-12)

- urban design • master plan • transportation corridor recommendations

Code (Spring-Summer 2012)

- regulating plan • design & development standards • form-based code

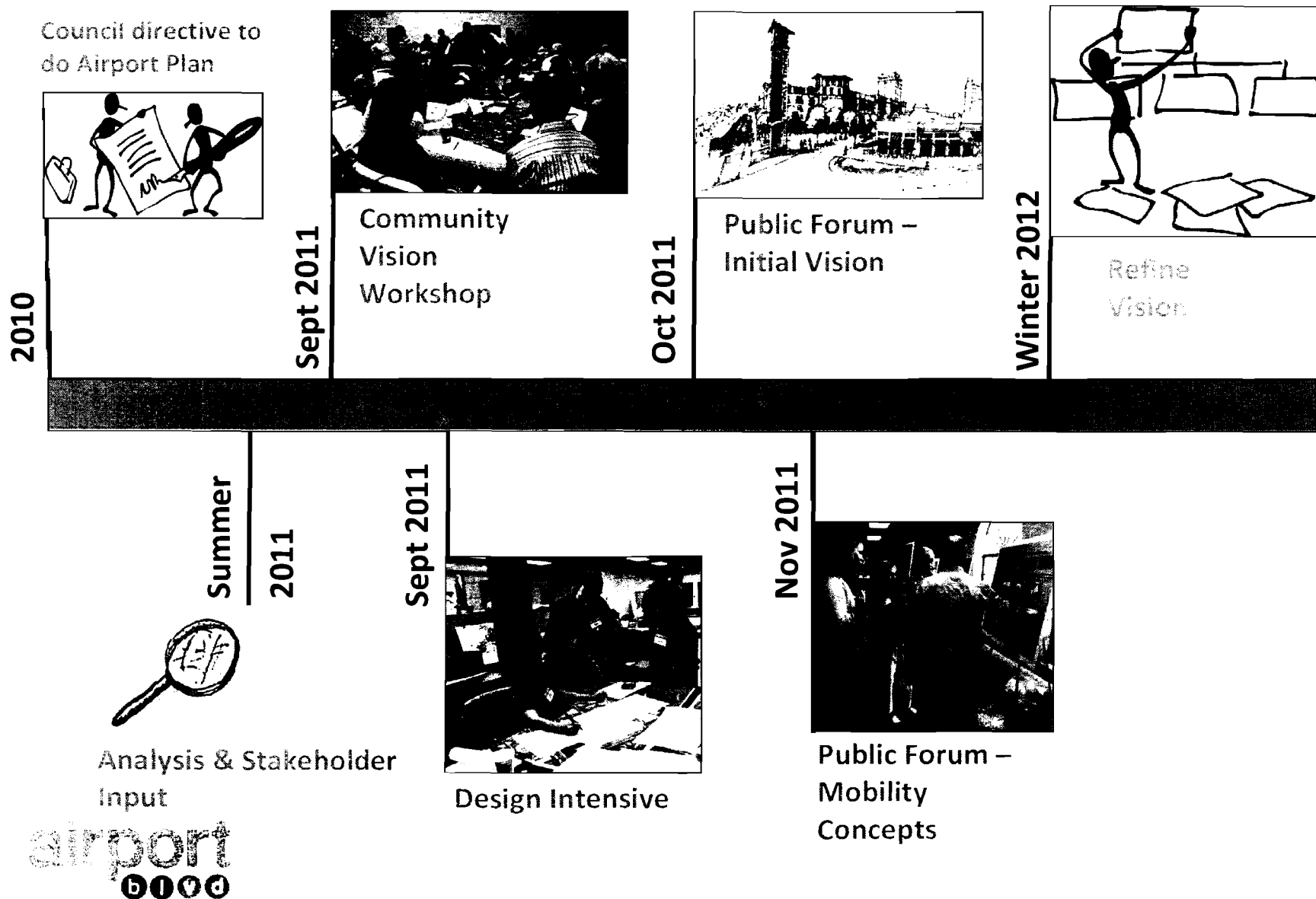
Action (Fall 2012 and beyond)

- implementation plan • financing & investment • adoption

We Are
Here

Process to date

17



Next Steps

Mobility Study

Upper Airport Initiative

18

Timeline for this phase

TIMELINE OF MEETINGS & KEY EVENTS FOR NEXT PHASE:		
January		ADVISORY GROUP: Jan 25 <ul style="list-style-type: none"> Review updates; begin outreach planning
		ADVISORY GROUP: Jan 31 <ul style="list-style-type: none"> Prep for Neighborhood Outreach meetings
Feb	BOARDS & COMMISSIONS: Feb. 23 <ul style="list-style-type: none"> Planning, Design, Urban Trans. Commissions Present mobility recommendations 	NEIGHBORHOOD ROUNDTABLES <ul style="list-style-type: none"> Staff/AG meet with neighborhood groups Present, inform, Q & A
March		NEIGHBORHOOD ROUNDTABLES (ongoing)
April		NEIGHBORHOOD ROUNDTABLES
		ADVISORY GROUP (tbd) <ul style="list-style-type: none"> Review materials for Forum/B&C/Council
		PUBLIC FORUM (tbd) <ul style="list-style-type: none"> Present draft framework; Q & A
May	CITY COUNCIL: (tbd) <ul style="list-style-type: none"> Present final mobility recommendations for adoption 	BOARDS & COMMISSIONS (tbd) <ul style="list-style-type: none"> Planning, Design, Urban Trans. Commissions Midpoint check-in review Public comments
June		CITY COUNCIL BRIEFING (tbd) <ul style="list-style-type: none"> Midpoint check-in review Public comments
July		Travis County Commissioners Court Briefing

We will
return...





How can your constituents get involved?

Talk to us:

Check out www.AirportBoulevard.com for public workshops, forums, round tables to inform and involve the public. Sign-up on the website for email updates.

Contact the City Project Managers:

Jorge Rousselin, Project Co-manager
(512) 974-2975; jorge.rousselin@austintexas.gov

Alan Holt, Project Co-manager
(512) 974-2716; alan.holt@austintexas.gov



Project Team

City of Austin

Jorge Rousselin,
jorge.rousselin@austintexas.gov,
(512) 974-2975

Alan Holt,
alan.holt@austintexas.gov,
(512) 974-2716

Alan Hughes,
alan.hughes@austintexas.gov,
(512) 974-7186

Consultant Team

Scott Polikov, Gateway Planning Group
scott@gatewayplanning.com,
(512) 451-4098

Jay Narayana, Gateway Planning Group
jay@gatewayplanning.com,
(817) 937-7186

Joe Willhite, Kimley-Horn & Associates
joe.willhite@kimley-horn.com,
(281) 920-6584



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Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

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

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE: Consider and take appropriate action on budget amendments, transfers and discussion items.

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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

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

Cheryl Aker – County Judge's Office, (512) 854-9555

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2012

2/28/2012**AMENDMENTS**

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 37,954	1
		001	2311	545	6099	Dist. Atty.	Other Purchased Services	\$ 37,954		
A2		001	9800	981	9840	Reserves	IJS/FACTS Reserve		\$ 533,619	3
		001	1243	523	6099	ITS	Other Purchased Services	\$ 533,619		
A3		001	9800	981	9891	Reserves	CAR Reserves		\$ 5,628	9
		001	0200	821	3013	Comm. Pct.1	Educ,Comm.Equip & Supp	\$ 5,628		

OTHER

Approve cell phone allowances for two staff members in the
District Clerk's office.

12



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

February 16, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the "From:" line.

Re: Budget amendment for Center for Child Protection Contract

Since 1999 Travis County has had a contract with the Center for Child Protection to provide for the coordination of collaborative investigations of child abuse. The funding for the contract resides in the District Attorney's Budget. The contract is normally funded in the Family Protection Fund (058). The contract is for \$100,000. If certified revenue in the fund is less than the \$100,000, one time funds have been added to the District Attorney's General Fund budget to make up the difference. For FY12, the Auditor's Office certified \$62,594 in the fund and \$37,046 was added to the District Attorney's budget.

Last week PBO and the DA's Office received information from the Auditor's Office that the fund is short on cash and can no longer pay out any invoices for the contract at this point in the fiscal year. The DA's Office is requesting \$37,954 from the Allocated Reserve in order to encumber the remainder of the contract. If the Family Protection Fund receives a sufficient amount of cash later in the fiscal year, these funds will be returned to the General Fund Allocated Reserve.

PBO recommends approval of this transfer. Please contact me at 854-9346 if you have any questions or comments.

CC: Vicki Skinner, District Attorney's Office
Beverly Evans, District Attorney's Office
Leroy Nellis, PBO

Budget Adjustment: 31318

Fyr _ Budget Type: 2012-Reg

Author: 23 - EVANS, BEVERLY

Created: 2/13/2012 11:18:35 AM

PBO Category: Amendment

Court Date: Tuesday, Feb 28 2012

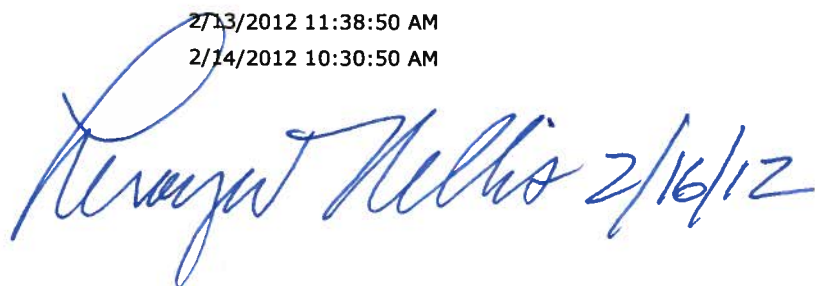
Dept: RESERVES

Just: Negbal

Transfer of funds required due to lower than anticipated receipted revenue to fund 058 to cover remainder of SafePlace contract.

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			37,954
				37,954
To Account		Project		Amount
001-2311-545-6099	OTHER PURCHASED SERVICES			37,954
				37,954

Approvals	Dept	Approved By	Date Approved
Originator	23	BEVERLY EVANS	2/13/2012 11:38:46 AM
DepOffice	23	BEVERLY EVANS	2/13/2012 11:38:50 AM
DepOfficeTo	23	BEVERLY EVANS	2/14/2012 10:30:50 AM



Handwritten signature: Beverly Evans 2/16/12




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Alan Miller, Planning and Budget Analyst 

DATE: February 21, 2012

RE: Request to transfer funds from the IJS/FACTS Reserve to ITS for the purchase of the Odyssey Case Management system for the Justice of the Peace Courts.

ITS is requesting \$533,619 from the IJS/FACTS Reserve to fund the implementation of the Odyssey Case Management System for use in the Justice of the Peace Courts. A contract for the purchase of the system is also on the agenda.

On the August 23rd 2011 agenda, item 39, Commissioners Court heard and discussed a proposal to purchase a case management system for the JP courts similar to one in use in Tarrant County and in Dallas County. The Court unanimously approved for negotiations to commence and for a final contract to be brought back to the Court. During the FY 12 budget process, the Court approved an allocation of \$1.2 million in the IJS/FACTS reserve to fund the estimated FY 12 costs of the contract. Purchasing has worked with the vendor and has returned a contract. ITS is requesting that funds for the contract be moved from the reserve into the ITS budget.

PBO notes that this request represents the FY 12 costs for this new system and that there will need to be an additional appropriation made in the FY 13 budget to complete implementation of this project as well (ITS anticipates \$1,236,081) as on-going system support expenses. At the August 23rd meeting the estimated total five year outlook was a cost of \$2,710,891.

cc: Leroy Nellis, PBO
Yvonne Williams, Justice of the Peace Precinct 1
Glenn Bass, Justice of the Peace Precinct 2
Susan Steeg, Justice of the Peace Precinct 3
Raul Gonzalez, Justice of the Peace Precinct 4
Herb Evans, Justice of the Peace Precinct 5
Lori Clyde, Purchasing
Joe Harlow, ITS
Randy Lott, ITS
Kapp Schwbke, County Auditor's Office



Travis County Courthouse, Austin, Texas

TRAVIS COUNTY INFORMATION TECHNOLOGY SERVICES

Joe Harlow, Chief Information Officer

700 Lavaca Street, P.O.Box 1748, Austin, Tx 78767 (512) 854-9666

Date: February 14, 2012

To: Katie Gipson, Planning & Budget Office

From: Joe Harlow, Chief Information Officer

A handwritten signature in dark ink, appearing to read "Joe Harlow", written over the printed name in the "From:" field.

Subject: Request to Transfer Funds from the IJS/FACTS Reserve

ITS is requesting Commissioners Court approval to transfer \$533,619 from the IJS/FACTS Reserve (line item 001-9800-981.98-40) to ITS (001-1243-523.60-99) to begin implementation of the Justice of the Peace new case management system. During the Fiscal Year 2012 budget process, the Commissioners Court approved the \$4,700,000 reserve for the funding of a replacement case management system for the Justices of the Peace along with resources to begin the replacement of the Criminal Case Management and Prosecutor modules of the Integrated Justice System (IJS).

After reviewing systems in counties of similar size and operations, the Tyler Odyssey case management software was recommended to the Commissioners Court as the best solution. Then in August 2011, the Commissioners Court approved entering into negotiations to purchase Odyssey as "software as a service". The requested funding will be used for data conversion, setup and configuration, training, support, Tyler travel expenses as well as Conference of Urban Counties oversight, conversion support and enterprise modifications.

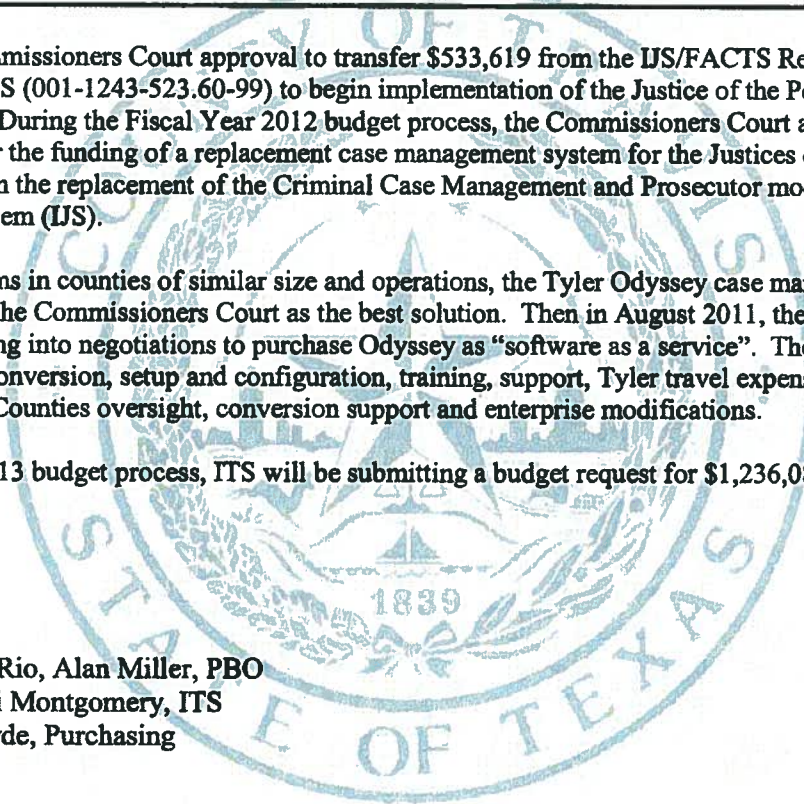
For the Fiscal Year 2013 budget process, ITS will be submitting a budget request for \$1,236,081 to complete implementation.

Cc:

Leroy Nellis, Jessica Rio, Alan Miller, PBO

Tanya Acevedo, Terri Montgomery, ITS

Cyd Grimes, Lori Clyde, Purchasing



Clerk's Note: A Vote on the Standing Motion was taken.

RESULT: **APPROVED [4 TO 1]**
MOVER: Sarah Eckhardt, Commissioner
SECONDER: Margaret J. Gómez, Commissioner
AYES: Samuel T. Biscoe, Ron Davis, Sarah Eckhardt, Margaret J. Gómez
NAYS: Karen L. Huber

Clerk's Note: The Court without objection directed Staff to:

- *Distribute a short summary of the changes made to the Commissioners Court and Travis County residents*
- *Upload Map 168 to the Travis County website as soon as possible*
- *Post an item on the Agenda for Tuesday, August 30, 2011 in case any subsequent action is necessary*

38. Consider and take appropriate action on Fiscal Year 2012 Travis County District Clerk's Records Management Plan.

RESULT: **ADDED TO CONSENT**

39. Consider and take appropriate action on request to enter into negotiations with the Conference of Urban Counties and Tyler Technologies for purchase of the Odyssey Case Management System as "software as a service" for the Justice of the Peace Courts. (Commissioner Gómez)

Members of the Court heard from:

Judge Susan Steeg, Justice of the Peace Precinct 3
Charles Grey, Techshare Program, Conference of Urban Counties (CUC)
Judge Yvonne Williams, Justice of the Peace, Precinct 1
Judge Herb Evans, Justice of the Peace Precinct 5
Tanya Acevedo, Division Director, Project Management, Information Technology Services (ITS)
Teresa Montgomery, Project Manager, ITS

MOTION: Authorize negotiation of an appropriate contract through the CUC and direct Staff to bring back the final contract for approval by the Court.

RESULT: **APPROVED [UNANIMOUS]**
MOVER: Margaret J. Gómez, Commissioner
SECONDER: Ron Davis, Commissioner
AYES: Biscoe, Davis, Eckhardt, Huber, Gómez

40. Consider and take appropriate action regarding the replacement of Chapter 11 of the Travis County Code relating to the parking policy and other related issues.

Members of the Court heard from:

Sydnia Crosbie, Lead Financial Analyst, TNR, and Chair, Parking Committee
Daniel Bradford, Assistant County Attorney, and Member, Parking Committee
Tenley Aldrege, Assistant County Attorney

RESULT: **DISCUSSED**

Reset for: 8/30/2011

41. Receive report from the Compensation Committee and take appropriate action.

Members of the Court heard from:

Sherri Fleming, County Executive, TCHHS&VS, and Voce-Chair, Compensation Committee
Todd Osburn, Compensation Manager, HRMD
Diane Blankenship, Director, HRMD
Vicky Skinner, Administrative Director, District Attorney's Office, and Member,



Travis County Commissioners Court Agenda Request

Meeting Date: August 23, 2011

Prepared By/Phone Number: Judge Susan Steeg, 854-8878

Elected/Appointed Official/Dept. Head: Justice of the Peace, Pct. 3

Commissioners Court Sponsor: Commissioner Margaret Gomez

AGENDA LANGUAGE: Approval to enter into negotiations with the Conference of Urban Counties (CUC) and Tyler Technologies for purchase of the Odyssey case management system as "Software as a Service" (SaaS) for the Justice of the Peace courts.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Conference of Urban Counties offers the Odyssey case management software for Justice of the Peace courts through its collaborative TechShare program. In April 2011, the Commissioners Court approved payment of \$18,000 to Tyler Technologies to develop an implementation plan and final cost numbers. Two options were submitted. The first option is the traditional purchase of the software license. The county would be required to purchase servers and maintain the system. The second option is to rent the software through a "software-as-a-service" option. This option would reduce (1) capital investment in servers, (2) operational costs, and (3) labor costs associated with maintaining the system.

The Commissioners Court has recently approved working with the CUC to develop a "next-generation" case management solution for the courts and prosecutors. This process will involve developing system plans and requirements, soliciting requests for proposals, awarding contracts, converting systems, and training personnel. The prosecutor and criminal courts are now under development. It will be years before planning begins for JP courts. The purchase of the Odyssey Case Management System for the JP courts will align Travis County with other CUC counties, e.g. Tarrant and Dallas, who have previously implemented it and are participating in the upcoming TechShare projects.

RECOMMENDATIONS: It is recommended that the County Commissioners approve entering into negotiations to purchase Odyssey as "software-as-a service."

ISSUES AND OPPORTUNITIES: It is anticipated that the contract will be presented for approval to the Commissioners Court before the end of the year with implementation to begin on January 1, 2012 and completed by April 2013.

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

FISCAL IMPACT AND SOURCE OF FUNDING: Five year financial information is attached comparing both proposals. A recommendation for funding estimated FY12 costs in the amount of \$1.2M has been reserved in the 2012 Preliminary Budget. The remaining project costs will not be incurred until FY13.

	SaaS (Recommended)	License Model
15 month project duration	\$1,778,815	\$2,181,824
5 year outlook	\$2,710,891	\$2,657,760*

*Does not include Travis County Staffing by 0.25FTE Server Specialist

REQUIRED AUTHORIZATIONS:

Information & Telecommunications Services: Joe Harlow/854-9372

Planning and Budget Office: Leroy Nellis/854-9066

Purchasing: Cyd Grimes/854-9700

Attachments: Tyler Proposal
Financials

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

Budget Adjustment: 31376

Fyr _ Budget Type: 2012-Reg

Author: 12 - LOTT, RANDALL

Created: 2/16/2012 9:17:46 AM

PBO Category:

Court Date: None

Dept: RESERVES

Just: Other

Transfer from IJS/FACTS reserve to begin implementation of JP case mgmt system. Contract going to Comm Court on 2/28/12

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9840	IJS/FACTS RESERVE			533,619
				533,619
To Account	Project			Amount
001-1243-523-6099	OTHER PURCHASED SERVICES			533,619
				533,619

Approvals

Dept

Approved By

Date Approved



2-22-12



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Members of Commissioners Court

FROM: Aerin-Renee Toussaint, Budget Analyst

DATE: February 15, 2012

RE: Magnifying Equipment Purchase (Commissioner Precinct 1)

Commissioner, Precinct One is requesting a budget transfer of \$5,628 from the Capital Acquisition Resources (CAR) Account to the 001-0200-821.30-13 line-item to purchase new magnifying equipment for Commissioner Davis.

The Commissioner last purchased a "Magnification Station Clearview" device in November 2000 and has not received updated equipment since that time.

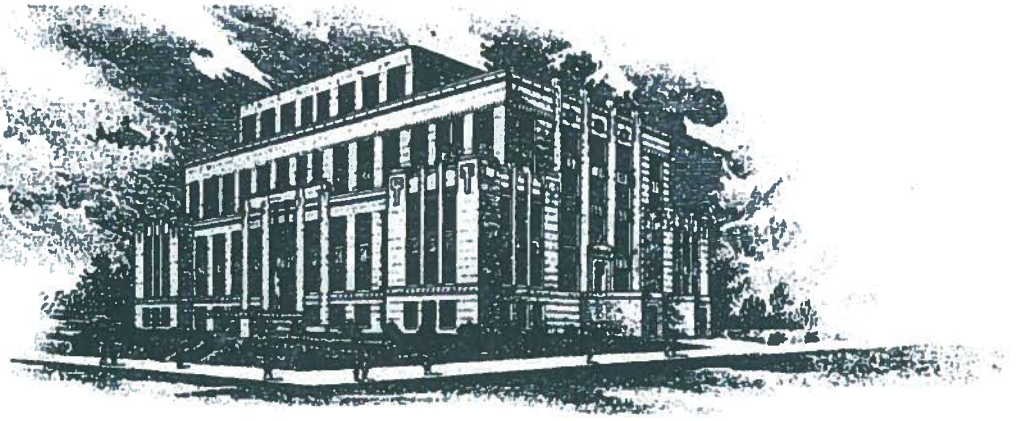
The items will be purchased from the CAR Reserve Account, and the total request amount is \$5,628, as detailed below:

- Intel Reader \$849.00
- Reading Station \$299.00
- Lifestyle HD 22" CCTV \$3595.00
- Sense View Light Portable Magnifier \$495.00
- Shipping, Delivery and Set Up \$390.00

The CAR Reserve has an account balance of \$978,446. If the Commissioners Court approves this budget adjustment, the CAR Reserve will have a revised balance of \$972,818. There are earmarks totaling \$587,005 against the Reserve.

PBO concurs with this budget request and supports these purchases.

cc: Ron Davis, Travis County Commissioner, Precinct One
Leroy Nellis, Jessica Rio, PBO



RON DAVIS
COMMISSIONER, PRECINCT 1
Office: 512-854-9111
Fax: 512-854-4897
Email: ron.davis@co.travis.tx.us

314 W. 11th St., Room 510
AUSTIN, TEXAS 78701
Mailing Address:
P.O. Box 1748
Austin, Texas 78767

TO: Leroy Nellis, Acting Director, Planning and Budget
Aerin Toussaint, Planning and Budget

FROM: Commissioner Ron Davis
Precinct 1

DATE: February 14, 2012

SUBJECT: Approve a Budget Transfer from CAR Reserves for purchase of New or Replacement Equipment: Intel Reader, CCTV(electronic magnifier) and Handheld Magnifier.

Commissioner Precinct One office is requesting that the Commissioners Court approve a budget transfer from the CAR Reserve Account 001-0200-821.30-13 for the purchase of new and improved equipment: an Intel Reader, CCTV (electronic magnifier) and a handheld magnifier. This new equipment will replace the outdated equipment that was purchased for my office in 2000.

Budget Adjustment: 31439

Fyr _ Budget Type: 2012-Reg

Author: 2 - SPEARS, SUE

Created: 2/21/2012 11:47:03 AM

PBO Category: Amendment

Court Date: Tuesday, Feb 28 2012

Dept: RESERVES

Just: Negbal

Req# 0000553057 will go to court on 2/28/12

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9891	CAPITAL ACQUISTN RESERVES			5,628
				5,628
To Account	Project			Amount
001-0200-821-3013	EDUC,COMMUNCATN,EQ & SUPP			5,628
				5,628

Approvals	Dept	Approved By	Date Approved
Originator	2	SUE SPEARS	2/21/2012 11:48:40 AM
DepOffice	2	SUE SPEARS	2/21/2012 11:48:45 AM
DepOfficeTo	2	SUE SPEARS	2/21/2012 11:48:48 AM



Robert Nellis 2-22-12



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

February 15, 2012

To: Commissioners Court

From: Katie Petersen Gipson, Sr. Planning & Budget Analyst

A handwritten signature in blue ink, appearing to read "Katie Petersen", is written over the "From:" line.

Re: Cell phone allowance

The District Clerk's Office is requesting to internally fund a monthly cellular allowance for two staff members (slots 134 & 123) who use their personal phone for a significant amount of work-related business. According to Travis County Code Chapter 39 of the Wireless Communications Policy, PBO is required to place the item on the Commissioners Court agenda.

PBO concurs with this request. The budget transfers were approved automatically per FY12 budget rules but are attached for information purposes.

CC: Amalia Rodriguez-Mendoza, Travis County District Clerk
Michelle Brinkman, District Clerk's Office
Laura Jones, District Clerk's Office
Leroy Nellis, PBO

12

Travis County Monthly Cellular Service Allowance REQUEST

FORM Pursuant to Travis County Code Chapter 3, Wireless Communications Policy, I am submitting this request for additions (A) or changes (C) of monthly cellular service allowances within my Office/Department.

[Signature]
 Official/Department Head Signature and Date

2/10/12
 effective date

NOTE: All requests for new monthly allowances or increases to previously approved monthly allowances must first go through PBO, then be processed through the Auditor's Office. Along with this request form, a budget transfer sheet must be completed for a transfer of funds into line items 2002 (6.2%), 2005 (9.64%), 2006 (1.95 POPS positions), 2007 (1.45%), and the remaining into 4107. Unless the allowance is for a limited time, the budget transfer used to fund the allowance can only be made on an annualized permanent basis.

A cellular service monthly allowance is requested for (A or C, Employee ID #, position title and slot number):	\$10/mo	\$20/mo	\$30/mo
A Ted Nicholson, #85434, Business Analyst III, Slot #134	<input type="checkbox"/>	<input type="checkbox"/>	X
A Matthew Nelms, #952080, Business Analyst II, Slot #123	<input type="checkbox"/>	<input type="checkbox"/>	X
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Comments: To begin March 1, 2012 - Budget transfer reflects remaining months in FY 2012 (March – September) 7 mos.

Reviewed by PBO

[Signature] 2/15/12

Approved by Commissioner's Court

Processed by Auditor's Office

Return a copy to: Brad Bearden, Emergency & Wireless Communications Manager
 Travis County Emergency Services Phone 854-4895 Fax 854-4786 Email
 Brad.Bearden@co.travis.tx.us

Budget Adjustment: 31294

Fyr _ Budget Type: 2012-Reg

Author: 21 - JONES, LAURA

Created: 2/10/2012 11:50:19 AM

PBO Category: Automatic

Court Date: None

Dept: DISTRICT CLERK

Just: Other

Cell phone allowance for Ted Nicholson

From Account	Acct Desc	Project	Proj Desc	Amount
001-2101-543-4106	CELLULAR AIR TIME			252
				252
To Account		Project		Amount
001-2102-543-2002	FICA TAX - OASDI			13
001-2102-543-2005	RETIREMENT CONTRIBUTION			26
001-2102-543-2007	FICA TAX - MEDICARE			3
001-2102-543-4107	CELL PHONE ALLOWANCE			210
				252

Approvals	Dept	Approved By	Date Approved
Originator	21	LAURA JONES	2/10/2012 11:50:26 AM
DepOffice	21	ROBERT CHAPPELL	2/10/2012 12:52:50 PM
PBOAnalyst	9	DIANA RAMIREZ	2/10/2012 3:30:47 PM
PBOManager	9	WILLIAM DERRYBERRY	2/10/2012 4:18:00 PM
AudAP	6	HOLLY HUFF	2/13/2012 8:51:07 AM

1.4

Budget Adjustment: 31293

Fyr _ Budget Type: 2012-Reg
 PBO Category: Automatic
 Just: Other

Author: 21 - JONES, LAURA
 Court Date: None
 Cell phone allowance for Matthew Nelms

Created: 2/10/2012 11:49:08 AM
 Dept: DISTRICT CLERK

From Account	Acct Desc	Project	Proj Desc	Amount
001-2101-543-4106	CELLULAR AIR TIME			252
				252
To Account		Project		Amount
001-2101-543-4107	CELL PHONE ALLOWANCE			210
001-2101-543-2002	FICA TAX - OASDI			13
001-2101-543-2005	RETIREMENT CONTRIBUTION			26
001-2101-543-2007	FICA TAX - MEDICARE			3
				252

Approvals	Dept	Approved By	Date Approved
Originator	21	LAURA JONES	2/10/2012 11:50:28 AM
DepOffice	21	ROBERT CHAPPELL	2/10/2012 12:52:47 PM
PBOAnalyst	9	DIANA RAMIREZ	2/10/2012 3:30:48 PM
PBOManager	9	WILLIAM DERRYBERRY	2/10/2012 4:18:01 PM
AudAP	6	HOLLY HUFF	2/13/2012 8:51:08 AM

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

Amount	Dept Transferred Into	Date	Explanation
\$15,196,426			Beginning Balance
(\$354,050)	County Clerk	10/13/2011	Voting Equip. for other entities elections
(\$3,559)	Comm. Pct. 4	10/18/11	ACC Internship Program
(\$3,559)	Records Mngt.	10/18/11	ACC Internship Program
(\$650)	Comm. Pct. 3	10/18/11	Office Supplies
(\$1,500)	Constable Pct. 1	10/25/2011	Bilingual Pay
\$37,432	Various	10/26/2011	Cancelled Purchase Orders
(\$41,044)	JP Pct. 1	10/26/2011	Special Project Temp. Employee
(\$41,044)	JP Pct. 1	10/26/11	Special Project Temp. Employee
\$24,673	Various	11/7/11	Cancelled Purchase Orders
(\$57,415)	Purchasing	11/8/2011	Temp. Empl-Transition to new accting sys.
(\$5,000)	General Admin.	11/22/2011	Redistricting Services
(\$299,500)	TNR	11/22/11	Purchase 244 Acres-Wilbarger Crk
(\$1,248,996)	ITS	11/22/11	BEFIT Hardware and Software
(\$70,000)	Sheriff's Office	12/6/2011	TCSO Training Funds
\$30,927	Various	12/8/11	Cancelled Purchase Orders
(\$34,620)	TNR	12/16/11	FTE Monitor Nonpotable Water
\$11,865	Various	12/16/11	Cancelled Purchase Orders
(\$25,000)	TNR	12/22/2011	Envision Central Texas
(\$30,000)	County Attorney	12/22/11	Redistricting Outside Counsel
(\$45,640)	Criminal Courts	12/27/2011	Continue Veterans Court Program
(\$10,000)	TNR	12/28/11	Clean Air Force
\$28,827	Auditor	1/13/12	Technical correction for Excess rollover amt.
(\$5,500)	Facilities	1/17/12	Palm Square Appraisal Fee
(\$3,089)	TNR	1/17/12	Lake Travis Economic Study
(\$5,177)	County Judge	1/24/12	ACC Internship Program
(\$5,177)	Records Mngt.	1/24/12	ACC Internship Program
(\$5,177)	JP Pct. 1	1/24/12	ACC Internship Program
(\$14,415)	Tax Office	1/24/12	Temp. Empl-extension for Redistricting
(\$15,000)	Facilities	1/24/12	Renovations to 1101 Nueces for PlanetSafe
\$26,321	Various	1/24/12	Cancelled Purchase Orders
\$6,985	Various	1/30/12	Cancelled Purchase Orders
\$16,150	Various	2/13/2012	Cancelled Purchase Orders
(\$45,000)	CES	2/14/12	SafePlace additional staff position
(\$31,643)	Sheriff's Office	2/14/12	Bailiff Position-390th Dist. Court
\$12,977,851	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$750,000)	TNR - Landfill
(\$300,000)	Criminal Courts - Possible Capital Cases
(\$208,000)	RMCR - Offsite Storage
(\$200,000)	HRMD - Revised Tuition Reimbursement Policy
(\$175,000)	PBO - Bank Depository Contract
(\$149,135)	County Clerk - Redistricting effects on Elections
(\$100,000)	RMCR - Postage
(\$55,208)	TNR - TXI Environmental Monitoring

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

(\$18,767)	HRMD - ACC Internship Program
(\$20,000)	Emergency Services - HazMat Reserve
(\$347,012)	Criminal Courts - Drug Court, Veterans Court Grants
(\$193,169)	Civil Courts - Family Drug Court Grant
(\$45,000)	HHS&VS - Coordinator Position - SafeHaven/SafePlace
(\$137,421)	TNR - Northeast Metro Park - Phase III
(\$12,500)	TNR - Ozone Monitoring at McKinney Roughs
(\$294,139)	TCSO - 700 Lavaca Security
(\$5,941,788)	Compensation
(\$8,947,139)	Total Possible Future Expenses (Earmarks)
\$4,030,712 Remaining Allocated Reserve Balance After Possible Future Expenditures	

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

Amount	Dept Transferred Into	Date	Explanation
\$1,433,446			Beginning Balance
(\$90,000)	TNR	12/13/11	Guardrail Improvements
(\$365,000)	TNR	2/21/12	International Cemetary
\$978,446 Current Reserve Balance			

Possible Future Expenses Against CAR Identified During the FY12 Budget Process:

Amount	Explanation
(\$330,000)	EMS - EMS Interlocal Base Agreement - Ambulances
(\$48,505)	TCSO - Security
(\$90,000)	TNR - New Guardrail Installations
(\$80,000)	RMCR - A/V Equipment for 700 Lavaca Street
(\$38,500)	TNR - Northeast Metro Park - Phase III
(\$587,005) Total Possible Future Expenses (Earmarks)	

\$391,441 Remaining CAR Balance After Possible Future Expenditures

Salary Savings Reserve Status (001-9800-981-9803)

Amount	Dept Transferred Into	Date	Explanation
\$330,703			Beginning Balance
\$330,703 Current Reserve Balance			

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
\$4,000,000			Beginning Balance
(\$425,000)	CJP	12/27/11	Related to Civil Courthouse Contract
(\$65,000)	CJP	1/19/2012	Legal Services Contract
\$3,510,000 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
\$60,250			Beginning Balance
\$60,250 Current Reserve Balance			

IJS/FACTS Reserve Status (001-9800-981-9840)

Amount	Dept Transferred Into	Date	Explanation
\$4,700,000			Beginning Balance
\$4,700,000 Current Reserve Balance			

Transition Reserve Status (001-9800-981-9841)

Amount	Dept Transferred Into	Date	Explanation
\$750,000			Beginning Balance
\$750,000 Current Reserve Balance			

Reserve for State Cuts Status (001-9800-981-9842)

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
*\$300,000 Current Reserve Balance			

Starflight Maintenance Reserve Status (001-9800-981-9843)

Amount	Dept Transferred Into	Date	Explanation
\$640,000 (\$245,000)	EMS	11/15/11	Beginning Balance Rescue Hoist
\$395,000 Current Reserve Balance			

TCSO Overtime Reserve Status (001-9800-981-9844)

Amount	Dept Transferred Into	Date	Explanation
\$1,500,000			Beginning Balance
\$1,500,000 Current Reserve Balance			

* Reserved for MHMR

20

Annualization Reserve Status (001-9800-981-9890)

Amount	Dept Transferred Into	Date	Explanation
\$1,043,855			Beginning Balance
\$1,043,855 Current Reserve Balance			

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

Amount	Dept Transferred Into	Date	Explanation
\$51,367,824	TNR Facilities		Beginning Balance
(\$27,695,392)		11/22/11	Park Land, Vehicles and Rd.Impvts.
(\$5,886,705)		11/22/11	700 Lavaca, 1st and 2nd floor Renovations
\$17,785,727 Current Reserve Balance			

BUDGET AMENDMENTS AND TRANSFERS

FY 2012

ADD-ON

2/28/2012

AMENDMENTS

BA#	Project Code	FUND	DEPT/DIV	ACT	ELM/ OBI	Dept.	Line Item	Increase	Decrease	Pg #
A1		001	9800	981	9892	Reserves	Allocated Reserves		\$ 10,500	1
		001	4908	628	6099	TNR	Other Purchased Services	\$ 10,500		




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 

DATE: February 23, 2012

RE: Request by TNR to transfer \$10,500 from an Earmark on Allocated Reserve to purchase air monitoring equipment for McKinney Roughs in accordance with an interlocal agreement with the Capital Area Council of Governments (CAPCOG)

TNR is requesting to transfer \$10,500 of a \$12,500 Earmark on Allocated Reserve for ozone monitoring at McKinney Roughs. The interlocal agreement with CAPCOG is on the Court's agenda on February 28, 2012 as is this add-on budget adjustment.

Due to a miscommunication, the posting of this adjustment was not included in the regular budget amendments and transfers agenda item. It is considered an emergency add-on under the budget rules the funding of the interlocal agreement is required on 2/28/12.

cc: Leroy Nellis, Jessica Rio, PBO
Steven Manilla, County Executive, TNR
Carol Joseph, Cynthia McDonald, Adele Noel, Christina Jensen, TNR

RECEIVED



TRANSPORTATION AND NATURAL RESOURCES FEB 17 PM 3:47
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

TRAVIS COUNTY
PLANNING & BUDGET OFFICE

February 16, 2012

MEMORANDUM

TO: Leroy Nellis, PBO
FROM: *Charles B. Joseph for*
Steven M. Manilla, P.E., TNR

SUBJECT: Request for Transfer from Allocated Reserves

TNR is requesting a transfer from the Allocated Reserves for CAPCOG Ozone Monitoring. On September 13, 2011, an earmark of \$12,500 was placed in the allocated reserves for assisting CAPCOG in the funding of an air quality station at McKinney Roughs to monitor ozone during the 2012 ozone season.

An interlocal agreement has been drafted and should be placed on the February 28, 2012 agenda. If the item is approved, TNR requests the transfer of \$10,500 to 001-4908-628-6099 be approved as well.

If you have any questions please contact Adele Noel at 4-7211

[Signature] CJ:SM:cj

Budget Adjustment: 31443

Fyr _ Budget Type: 2012-Reg

Author: 49 - CROSBIE, SYDNIA

Created: 2/21/2012 3:59:02 PM

PBO Category: Amendment

Court Date: Tuesday, ~~Mar 6~~ ^{Feb 28} 2012

Dept: RESERVES

Just: Other

For Feb 28th court agenda, request to transfer funds earmarked in allocated reserve for McKinney

From Account	Acct Desc	Project	Proj Desc	Amount
001-9800-981-9892	ALLOCATED RESERVES			10,500
				10,500
To Account		Project		Amount
001-4908-628-6099	OTHER PURCHASED SERVICES			10,500
				10,500

Approvals	Dept	Approved By	Date Approved
Originator	49	SYDNIA CROSBIE	2/21/2012 03:59:12 PM
DepOffice	49	CYNTHIA MCDONALD	2/21/2012 04:00:46 PM
DepOfficeTo	49	CYNTHIA MCDONALD	2/21/2012 04:00:59 PM

-Dolan 2/22/12

PBO concurs. The interlocal agreement associated with this Budget Adjustment ^{is} was on the Court's agenda on 2/28/12. This will fund the ozone monitoring at McKinney Roughs.

Δ 2 ~ 2/23/12



Travis County Commissioners Court Agenda Request

Meeting Date: 02/28/2012, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget Office, 854-9726

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive
Planning and Budget

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE:

Review and approve revised Memorandum of Understanding between Travis County, The City of Austin Police Department, Life Anew, Inc, Texas RioGrande Legal Aid, inc and the University of Texas School of Law Domestic Violence Clinic for the FY10 SafeHavens grant program, managed by Counseling & Education Services. The Revised Memorandum of Understanding adds the location and contract amount for the "PlanetSafe" supervised visitation center to the existing Memorandum of Understanding.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

This revised MOU simply adds the to the existing location and contract amount for the "PlanetSafe" supervised visitation center to the existing MOU.

STAFF RECOMMENDATIONS:

PBO recommends approval of all items.

ISSUES AND OPPORTUNITIES:

Additional information is provided on each item's grant summary sheet.

FISCAL IMPACT AND SOURCE OF FUNDING:

There is no fiscal impact resulting from the revision to the MOU.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leroy Nellis
Cheryl Aker

GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2012

The following list represents those actions required by the Commissioners Court for departments to apply for, accept, or continue to operate grant programs. This regular agenda item contains this summary sheet, as well as backup material that is attached for clarification.

	Dept.	Grant Title	Grant Period	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	PBO Notes	Auditor's Assessment	Page #
Contracts												
A	40	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program*	10/01/2010 09/30/2013	\$400,000	\$0	\$0	\$0	\$400,000	-	R	MC	9

* Amended from original.

PBO Notes:

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

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

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

FY 2012 Grant Summary Report
Grant Applications approved by Commissioners Court

The following is a list of grants for which application has been submitted since October 1, 2011, and the notification of award has not yet been received.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
49	Little Webberville Park Boat Ramp Renovation Grant	6/01/2012- 05/31/2015	\$77,502	\$0	\$25,834	\$0	\$103,336	-	10/25/2011
49	Webberville Park Boat Renovation Grant	6/01/2012- 5/31/2015	\$129,793	\$0	\$43,624	\$0	\$173,417	-	10/25/2011
49	Dink Pearson Park Boat Ramp Grant	6/01/2013- 5/31/2016	\$500,000	\$0	\$166,667	\$0	\$666,667	-	10/25/2011
58	AmeriCorps	8/1/2012- 7/31/2013	\$298,671	\$0	\$437,941	\$73,677	\$810,289	28.00	11/1/2011
17	Ransom and Sarah Williams Farmstead Educational Outreach Project	10/1/2011- 9/30/2012	\$7,500	\$0	\$7,500	\$0	\$15,000	-	12/27/2011
47	State Homeland Security Grant program (through CAPCOG)- SCBA equipment	10/01/2012- 11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- equipment licenses	10/01/2012- 11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- maintenance contract	10/01/2012- 11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- replacement equipment	10/01/2012- 11/30/2014	\$30,000	\$0	\$0	\$0	\$30,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- chemical protective clothing	10/01/2012- 11/30/2014	\$40,000	\$0	\$0	\$0	\$40,000	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- radiological isotope identifier	10/01/2012- 11/30/2014	\$33,500	\$0	\$0	\$0	\$33,500	-	1/10/2012
47	State Homeland Security Grant program (through CAPCOG)- dosimeters	10/01/2012- 11/30/2014	\$8,000	\$0	\$0	\$0	\$8,000	-	1/10/2012
49	FY 12 Habitat Conservation Plan Land Acquisition Assistance Grant	5/1/2012- 8/30/2014	\$4,834,800	\$0	\$3,223,200	\$0	\$8,058,000	-	1/17/2012
49	Emergency Management Performance Grant	10/1/2011- 9/30/2012	\$138,465	\$138,464	\$0	\$0	\$276,929	3.00	1/24/2012
58	Coming of Age (CNCS)	4/1/2012- 3/31/2012	\$50,495	\$321,591	\$0	\$0	\$372,086	6.80	1/24/2012

Updated 2/23/12, 3:30 p.m.										
Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date	
24	Travis County Veterans Court	7/01/2012-6/30/2013	\$53,414	\$0	\$0	\$0	\$53,414	-	1/31/2012	
45	Drug Court & In-Home Family Services	9/01/2012-8/31/2013	\$181,000	\$20,011	\$0	\$0	\$201,011	0.24	1/31/2012	
45	Juvenile Accountability Block Grant (JABG) Local Assessment Center	9/01/2012-8/31/2012	\$101,525	\$11,280	\$0	\$0	\$112,805	1.34	1/31/2012	
19	Underage Drinking Prevention Program	10/1/2012-9/30/2013	\$161,205	\$230,502	\$35,951	\$53,875	\$481,533	3.50	2/7/2012	
24	Veterans Court Grant	9/1/2012-8/31/2013	\$226,516	\$0	\$0	\$0	\$226,516	2.00	2/7/2012	
39	Travis County Adult Probation DWI Court	9/30/2012-9/29/2013	\$206,515	\$0	\$0	\$0	\$206,515	3.05	2/7/2012	
24	Family Drug Treatment Court	9/1/2012-8/31/2013	\$137,388	\$0	\$0	\$0	\$137,388	1.00	2/14/2012	
37	TCSO Child Abuse Victim Services Personnel	9/1/2012-8/31/2013	\$24,997	\$0	\$24,997	\$0	\$49,994	1.00	2/14/2012	
39	Travis County Adult Probation DWI Court	9/1/2012-8/31/2013	\$229,112	\$0	\$0	\$0	\$229,112	4.00	2/14/2012	
42	Drug Diversion Court	9/1/2012-8/31/2013	\$132,585	\$0	\$0	\$0	\$132,585	1.00	2/14/2012	
45	Travis County Juvenile Treatment Drug Court-SAMSHA/CSAT	9/1/2012-8/31/2013	\$199,766	\$0	\$0	\$0	\$199,766	-	2/14/2012	
19	Family Violence Accelerated Prosecution Program	09/01/12-08/31/13	\$121,905	\$31,534	\$16,365	\$17,742	\$187,546	2.28	2/21/2012	
45	Travis County Eagle Resource Project	09/01/12-08/31/13	\$31,926	\$0	\$0	\$0	\$31,926	-	2/21/2012	
45	Trama Informed Assessment and Response Program	09/01/12-08/31/13	\$192,666	\$0	\$0	\$0	\$192,666	0.50	2/21/2012	
*Amended from original agreement.			\$8,227,246	\$753,382	\$3,982,079	\$145,294	\$13,108,001	57.71		

FY 2012 Grant Summary Report
Grants Approved by Commissioners Court

The following is a list of grants that have been received by Travis County since October 1, 2011

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
24	Drug Diversion Court	9/01/2011-8/31/2012	\$132,702	\$0	\$0	\$0	\$132,702	1.00	10/4/2011
24	Travis County Veteran's Court	9/01/2011-8/31/2012	\$155,000	\$0	\$0	\$0	\$155,000	2.00	10/4/2011
22	Family Drug Treatment Court	9/01/2011-8/31/2012	\$119,185	\$0	\$0	\$0	\$119,185	1.00	10/4/2011
39	DWI Court	9/01/2011-8/31/2012	\$231,620	\$0	\$0	\$0	\$231,620	4.00	10/4/2011
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP) Local Initiatives Projects*	5/06/2008-8/31/2013	\$1,650,140	\$0	\$0	\$155,101	\$1,805,241	-	10/4/2011
45	Travis County Psychology Internship Program	9/01/2011-8/31/2016	\$464,733	\$99,779	\$0	\$0	\$564,512	-	10/11/2011
58	Comprehensive Energy Assistance Program*	1/01/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	10/18/2011
37	Austin/Travis County Human Trafficking LE Task Force*	1/01/2011-9/30/2012	\$15,000	\$0	\$0	\$0	\$15,000	-	10/18/2011
24	Drug Diversion Court*	9/01/2010-8/31/2011	\$188,422	\$0	\$19,132	\$0	\$207,554	1.00	10/18/2011
37	2012 Target & Blue Law Enforcement Grant	10/1/2011-9/30/2012	\$500	\$0	\$0	\$0	\$500	-	10/25/2011
45	Juvenile Services Solicitation for the Front End Therapeutic Services Program	9/1/2011-8/31/2012	\$21,000	\$0	\$0	\$0	\$21,000	-	10/25/2011
45	Travis County Eagle Resource Project	9/1/2011-8/31/2012	\$39,907	\$0	\$0	\$0	\$39,907	-	10/25/2011
58	Travis County Family Drug Treatment Court - Children's Continuum	10/1/2011 - 9/30/2014	\$550,000	\$0	\$28,012	\$155,321	\$733,333	4.00	11/1/2011
47	Emergency Management Performance Grant	10/1/2010-3/31/2012	\$78,753	\$78,753	\$0	\$0	\$157,506	3.00	11/8/2011
37	State Criminal Alien Assistance Program (SCAAP)	7/1/2009-6/30/2010	\$683,501	\$0	\$0	\$0	\$683,501	-	11/22/2011
58	Comprehensive Energy Assistance Program*	1/1/2011-12/31/2011	\$5,519,883	\$0	\$0	\$0	\$5,519,883	-	11/22/2011

Updated 2/23/12, 3:30 p.m.											
Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date		
47	Urban Area Security Initiative*	8/1/2010-13/31/2012	\$250,000	\$0	\$0	\$0	\$250,000	1.00	11/22/2011		
45	Leadership Academy Dual Diagnosis Unit-Residential Substance Abuse Treatment Program	10/1/2011-9/30/2012	\$142,535	\$47,512	\$0	\$0	\$190,047	1.82	11/29/2011		
58	Seniors and Volunteers for Childhood Immunization (SVCI)	9/1/2011-8/31/2012	\$8,846	\$0	\$0	\$0	\$8,846	0.20	11/29/2011		
58	Coming of Age (DADS)	9/1/2011-8/31/2012	\$24,484	\$24,484	\$0	\$0	\$48,968	-	11/29/2011		
58	Coming of Age (CNCS)*	10/1/2010-3/31/2012	\$75,743	\$22,723			\$98,466	0.59	11/29/2011		
58	Emergency Food and Shelter Program, Phase 30	1/1/2012-12/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	12/6/2011		
34	Bulletproof Vest Partnership - CN4	4/1/2011-9/30/2012	\$493	\$493	\$0	\$0	\$986	-	12/13/2011		
42	Drug Diversion Court*	09/01/2011-08/31/2012	\$132,702	\$0	\$4,605	\$2,602	\$139,909	1.00	1/3/2012		
58	DOE Weatherization Assistance Program	04/01/2011-03/31/2012	\$212,612	\$0	\$0	\$0	\$212,612	-	1/10/2012		
49	Low-Income Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)	1/24/2012-8/31/2013	\$175,000	\$0	\$0	\$0	\$175,000	-	1/17/2012		
37	Travis County Sheriff's Office Response Equipment	12/01/2011-5/31/2012	\$100,000	\$0	\$0	\$0	\$100,000	-	1/31/2012		
24	Formula Grant - Indigent Defense Grants Program	10/01/2011-9/30/2012	\$441,998	\$0	\$0	\$0	\$441,998	-	1/31/2012		
23	Texas Commission on Environmental Quality Intergovernmental Cooperative Reimbursement Agreement with Travis County*	11/19/2012-8/31/2012	\$590,797	\$0	\$0	\$0	\$590,797	2.00	1/31/2012		
59	Capital Area Trauma Advisory Council	5/1/2011-8/31/2012	\$5,888	\$0	\$0	\$0	\$5,888	-	2/7/2012		
58	ARRA WAP Weatherization Assistance Program*	09/01/2009-02/28/2012	\$7,622,699	\$0	\$0	\$0	\$7,622,699	3.00	2/21/2012		
			\$25,254,026	\$273,744	\$51,749	\$313,024	\$25,892,543	25.61			

*Amended from original agreement.

FY 2012 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Amount requested for PTC			Filled FTEs	PTC Expiration Date	Cm. Ct. PTC	Cm. Ct. Contract	Has the
			Personnel Cost	Operating Transfer	Total Request			Approval Date	Approval Date	General Fund been Reimbursed?
58	Comprehensive Energy Assistance Program	1/1/2012-12/31/2012	\$29,196	\$29,196	\$58,392	4.00	3/31/2012	12/27/2011	N/A	No
58	Comprehensive Energy Assistance Program*	1/1/2012-12/31/2012	\$0	\$0	\$175,000	0.00	3/31/2012	12/27/2011	N/A	No
58	Casey Family Programs Community and Family Reintegration Project	1/1/2012-12/31/2012	\$15,196	\$15,196	\$30,392	1.00	3/31/2012	12/27/2011	N/A	No
Totals			\$44,392	\$44,392	\$263,784	5.00				

*This portion of the request is not a typical permission to continue and will temporarily use General Fund resources for grant program operating expenses. Expenses will be made in the General Fund and reclassified against the grant once funds are available.

Updated 2/23/12, 3:30 p.m.
TRAVIS COUNTY FY 09 - FY 14 PLANNING TOOL FOR AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) AND LARGE MULTI-YEAR GRANT CONTRACTS

The potential impact in future years to the County is shown for planning purposes only. County funding determinations will be made annually by the Commissioners Court based on the availability funding and progress of the program. ARRA Grants are highlighted in bold.

Future year amounts are estimated if not known and impact amounts may be reduced if additional Non-County funding is identified. Amounts shown in a particular year may not represent the actual grant term allocation since terms may overlap the County's Fiscal Year.

Grant Contracts approved by Commissioners Court		FY 09		FY 10		FY 11		FY 12		FY 13		FY 14	
Dept	Grant Title	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact	Grant Award	Add. County Impact
Criminal Justice Planning	Travis County Mental Public Defenders Office. To establish the nation's first stand alone Mental Health Public Defenders Office. Full impact in FY 12 when grant is no longer available.	\$ 375,000	\$ 250,000	\$ 250,000	\$ 375,000	\$ 125,000	\$ 500,000	\$ -	\$ 625,000	\$ -	\$ 625,000		\$ 625,000
Criminal Justice Planning	Office of Parental Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. Full impact in FY 12 when grant is no longer available. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 307,743	\$ 100,000	\$ 102,360	\$ 50,000	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360	\$ -	\$ 152,360
Criminal Justice Planning	Office of Child Representation. County impact is intended to be offset by reductions to Civil Indigent Attorney Fees. FY 11 is last year of grant. Impact amounts will be updated to take into account internal reallocations and any potential costs/savings to indigent attorneys fees that are centrally budgeted.	\$ 300,000	\$ 301,812	\$ 100,000	\$ 102,358	\$ 50,000	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359	\$ -	\$ 152,359
Criminal Justice Planning	Travis County Information Management Strategy for Criminal Justice (ARRA). Includes technology funding for (Constables, Records Management, Adult Probation, Juvenile Probation, Court Administration, County Attorney's Office, District Attorney's Office and Manor Police Department).	\$ -	\$ -	\$ 487,359	\$ -	\$ -	\$ 26,432	\$ -	\$ 26,432	\$ -	\$ 26,432		\$ 26,432
Facilities Management	Energy Efficiency and Conservation Block Grant (ARRA). For Retrofit of the Travis County Executive Office Building HVAC System. One-time grant and includes a \$1.2 million County contribution in FY 10 to complete project.		\$ -	\$ 2,207,900	\$ 1,292,000		\$ -		\$ -		\$ -		\$ -
Travis County Sheriff's Office	2009 Byrne Justice Assistance Grant (ARRA). One-time grant for one-time capital purchases. Does not require a County match or program to continue after grant term ends on 9/30/12.	\$ -	\$ -	\$ 123,750	\$ -	\$ 165,000	\$ -	\$ 165,000	\$ -	\$ -	\$ -		\$ -
Travis County Sheriff's Office	Travis County Sheriff's Office Response Equipment (ARRA) - One-time funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100,000	\$ -	\$ -	\$ -
Travis County Sheriff's Office/County Attorney's Office	Recovery Act - STOP Violence Against Women Act. TC Expedited Victims Restoration Grant (ARRA). One-time ARRA funding for laptops for TCSO and one-time funding for a Victim Counselor, laptop computer, and operating expenses for the County Attorney's Office. Grant ends March 2011, but for simplification purposes the award is shown fully in 2010. No County match or commitment after grant ends.	\$ -	\$ -	\$ 64,599	\$ -		\$ -		\$ -		\$ -		\$ -

Updated 2/23/12 - 3:30 p.m.

Community Supervision and Corrections	Recovery Act Combating Criminal Narcotics Activity Stemming from the Southern Border of the US: Enhancing Southern Border Jails, Community Corrections and Detention Operations. (ARRA) Grant will supplement department's state funding to help keep all current probation officer positions. This two year funding goes to the State and there is no County obligation or impact. Full amount of grant is believed to be spent by FY 11.	\$ -	\$ -	\$ 143,750	\$ -	\$ 143,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
District Attorney	Interlocal Agreement for the Austin/Travis County Family Violence Protection Team. Includes funding for the District Attorney's Office, County Attorney's Office, Travis County Sheriff's Office, and Constable Pct 5. Grant is coordinated by the City of Austin. It is possible that the responsibility to apply for the Grant may fall to the County for FY 11 and beyond.	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -	\$ 342,793	\$ -
Transportation and Natural Resources	Local Transportation Project - Advanced Funding Agreement (ARRA). ARRA funding to upgrade 4 roads by milling and overlaying roadway. Grant is a one-time grant with the potential for estimated \$13,741 contribution from the Road and Bridge Fund.	\$ -	\$ -	\$ 687,047	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Health and Human Services	2009 Phase 27 ARRA Emergency Food and Shelter Program. The grant is a one-year one-time grant for emergency utility assistance that does not require a County match or program to continue after termination.	\$ 41,666	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Americorps. Grant match is handled internally within the existing budget of the Texas AgriLife Extension Service. Assumes grant will continue each year.	\$ 288,139	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 298,297	\$ -	\$ 281,297	\$ -
Health and Human Services	Parenting in Recovery. FY 09 is Year Two of a Potential Five Year Grant. The full impact will occur in FY 13 when grant funding is no longer available.	\$ 500,000	\$ 77,726	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ 500,000	\$ 80,000	\$ -	\$ 580,000	\$ -	\$ 580,000
Health and Human Services	ARRA Texas Weatherization Assistance Program. Provide weatherization services to low income households		\$ -	\$ 2,311,350	TBD	\$ 6,611,349	TBD		\$ -		\$ -		\$ -
Health and Human Services	Community Development Block Grant ARRA (CDBG-R) Funds to be used for approx 39 water connections for Plainview Estates.	\$ 90,000	\$ -	\$ 136,300	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -
Health and Human Services	Community Development Block Grant (CDBG). Impact amounts are based on the amounts added for staff added in HHS and County Auditor's Office to support the grant. The Auditor's staff person also supports other large federal grants, but is only listed here for simplification. Actual amounts may vary by year. Assumes grant will continue each year.	\$ 833,133	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,380	\$ 223,908	\$ 866,390	\$ 223,908
Health and Human Services	Community Putting Prevention to Work (Tobacco Free Worksite Policy). Interlocal with the City of Austin to receive ARRA funds to develop a tobacco free worksite policy for County facilities. Includes 1.5 FTE to support program. In addition, there are existing resources provided by the State that are available through the employee clinic to help employee to quit tobacco use. Ends Feb 2012.	\$ -		\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000	\$ -	\$ -	\$ -	\$ -	\$ -
Totals		\$ 3,070,731	\$ 1,161,189	\$ 8,619,525	\$ 2,175,626	\$ 9,252,569	\$ 1,135,059	\$ 2,272,470	\$ 1,260,059	\$ 1,607,470	\$ 1,760,059	\$ 1,490,480	\$ 1,760,059

County Impact includes the grant match amount that is not internally funded or costs that required a budget increase and the amount that may be required by the County upon termination of the grant. This amount does not include all costs related to the administration of the grant that are incurred by the County. Existing grants with approved contracts for the current year with pending applications for the following year are shown only on the contracts sheet to avoid duplication.

GRANT SUMMARY SHEET

Check One:	Application Approval: <input type="checkbox"/>	Permission to Continue: <input type="checkbox"/>
	Contract Approval: <input checked="" type="checkbox"/>	Status Report: <input type="checkbox"/>

Department/Division:	Travis County Counseling & Education Services
Contact Person/Title:	Caryl Colburn, Counseling & Education Services Director
Phone Number:	854-4618

Grant Title:	OVW FY2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program			
Grant Period:	From:	10/1/2010	To:	9/30/2013
Grantor:	Office on Violence Against Women (OVW) Safe Havens			
American Recovery and Reinvestment Act (ARRA) Grant	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>		

Check One:	New: <input type="checkbox"/>	Continuation: <input checked="" type="checkbox"/>	Amendment: <input checked="" type="checkbox"/>
Check One:	One-Time Award: <input type="checkbox"/>	Ongoing Award: <input checked="" type="checkbox"/>	
Type of Payment:	Advance: <input type="checkbox"/>	Reimbursement: <input checked="" type="checkbox"/>	

Grant Categories/ Funding Source	Federal Funds	State Funds	Local Funds	County Match	In-Kind	TOTAL
Personnel:	\$10,872					\$10,872
Operating:	389,128					389,128
Capital Equipment:						0
Indirect Costs:						0
Total:	\$400,000	\$0	\$0	\$0	\$0	\$400,000
FTEs:						0.00

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

Performance Measures	Projected FY 10 Measure	Progress To Date:				Projected FY 11 Measure
		12/31/09	3/31/10	6/31/10	9/30/10	
To sub-contract with SafePlace for a Co-director of the Safe Havens Grant.	10/01/10					
To identify and secure a building and location that meets the safety and occupation standards established by the Planning Committee.	10/15/11					

To continue monthly Planning Committee Meetings.	12					
To continue to hold quarterly Consulting Committee Meetings.	4					
Measures For Grant						
Develop operating policies and procedures using our Guiding Principles and Mission Statement as our cornerstones.	10/15/11					
Outcome Impact Description						
% of all victims surveyed stating that they need to feel safer and more supported during supervised visitations and exchanges in Travis Co.	60%					40%
Outcome Impact Description						
% of all Referral Sources for supervised visitation and safe exchange stating that there is a need for increased communication with providers and better referral procedures	40%					
Outcome Impact Description						

PBO Recommendation:

PBO recommends approval of this revised MOU. There is no change to the funding nor any grant match required.

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

The goal of the FY2010 U. S. Department of Justice, Office of Violence Against Women, Safe Havens: Supervised Visitation and Safe Exchange Grant Program is to provide supervised visitation and safe exchange of children by and between parents in situations involving domestic violence while also protecting children and adult victims from further trauma or violence.

FY10 funding will permit the County to enhance the existing Safe Havens FY08 grant by increasing collaboration with other community agencies to create a center that is comprehensive, responsive, affordable, and accessible. The target population is families who have determined, through the courts or independently, that a 3rd party is needed to supervise visitation or facilitate an exchange. Travis County intends to reach underserved clients: (1) who cannot afford services; (2) who self-identify as needing services without court intervention; and (3) the 43% of households who speak English "less than very well."

The Counseling & Education Services (CES) department which provides family violence assessments for the Travis County Courts at Law and is an active member of the Austin/Travis County Family Violence Task Force, is administering the Safe Havens FY2010 grant as they did the Safe Havens FY2008 grant. An initial Memorandum of Understanding (MOU) was created and approved by the Commissioners Court along with the request to apply for the FY2010 Safe Havens Grant on May 9, 2010. The purpose of the MOU is to increase community collaboration with relevant community partners who also make up the Consulting Committee.

As the Consulting Committee has met several major goals of the FY2010 Safe Havens Grant, it has been requested by OVW to revise the MOU and include them in the document. The major goals that were met are "To sub-contract with SafePlace for a Co-director of the Safe Havens Grant" and "To identify and secure a building and location that meets the safety and occupational standards established by the Planning Committee (now the Consulting Committee)". The address of the supervised visitation and safe exchange center that has been located and approved by both OVW and the Commissioners Court, and the amount of the sub-recipient contract with SafePlace who will administer the "PlanetSafe" supervised visitation center, which has also been approved are now in the revised MOU.

Also, several agencies have been added to the MOU and the Consulting Committee for purposes of furthering our collaborative relationship and joint delivery of implementing activities under the FY2010 Safe Havens Grant. The new members are: Travis County Health and Human Services and Veterans Services; Travis County Constable – Precinct 5; Life Anew, Inc.; Texas Rio Grande Legal Aid, Inc. and The University of Texas School of Law Domestic Violence Clinic.

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

The grant award is \$400,000 over a three-year period. The Grant Summary Sheet shows the funding for the entire grant period from Oct. 1, 2010 to Sept. 30, 2013. Funding under "Personnel" is for the Safe Havens Grant Director, a part-time employee of CES. All of the subcontractor funds are under "Operating". As OVW mandates that a certain percentage of their funding be spent on training and technical assistance, the amount for the Safe Havens Grant Director has been put under "Operating".

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

There is no financial match required of Travis County. However, Travis County has been very generous and contracted the use of one of their county buildings at 1101 Nueces St. for the supervised visitation and safe exchange center site, as well as, relocating CES, the department that was in that facility.

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

There is no indirect cost allocation required of Travis County.

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

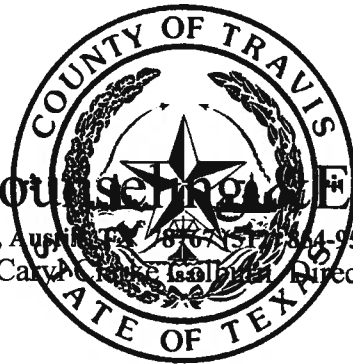
A safe supervised visitation and exchange program will continue to exist regardless of the discontinuance of grant funding. The future funding mechanism will be determined as part of the implementation phase and will most likely involve (1) requesting additional funding from Travis County, as well as, other entities, and not (2) using departmental resources.

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

N/A

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

The grant fits in well with the Mission of the Counseling & Education Services (CES) department. Promoting public safety is one of the critical elements of our mission, as well as, working to decrease the amount of family violence in Travis County by providing comprehensive assessment recommendations for appropriate intervention. CES will have increased performance measures in the outcome aimed at decreasing domestic violence in Travis County.


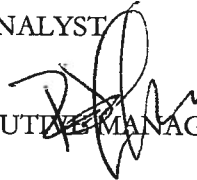


Travis County Counseling & Education Services

P.O. Box 1748, Austin, TX 78768-0748; Phone 854-9540; Fax 854-9146

Caryl Colburn, Director

MEMORANDUM

TO: KATIE PETERSEN GIPSON, PLANNING AND BUDGET ANALYST
FROM: CARYL COLBURN, CES DIRECTOR 
THROUGH: ROGER JEFFERIES, JUSTICE AND PUBLIC SAFETY EXECUTIVE MANAGER 
SUBJECT: REVISED MOU FOR FY10 SAFE HAVENS GRANT
DATE: FEBRUARY 10, 2012
CC: GRETTA GARDNER, SAFE HAVENS GRANT DIRECTOR

A request is being made to the Travis County Commissioners Court to approve a revised Memorandum of Understanding (MOU) for the FY10 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. This grant, the second Safe Havens grant Travis County has received from the Department of Justice, Office on Violence Against Women (OVW), runs from October 1, 2010 until September 30, 2013. Counseling & Education Services (CES) has been the county department administering both grants.

The initial MOU was approved by the Commissioners Court on March 9, 2010 along with the request to apply for the FY10 grant. The MOU was a mandatory part of the application as its intent is to greatly increase collaboration with relevant community partners who also make up the Consulting Committee. As the committee has been successful in meeting several major goals of the Safe Havens Grant since its inception, it has been requested by the OVW Safe Havens Program Manager to include them in the revised MOU. The additions include the address of the supervised visitation and safe exchange center that has been located and approved by both OVW and the Commissioners Court, and the amount of the sub-recipient contract with SafePlace who will administer the "PlanetSafe" supervised visitation center, which has also been approved.

Several agencies have also been added to the MOU and the Consulting Committee for purposes of furthering our collaborative relationship and joint delivery of implementing activities under the FY10 Safe Havens Grant. The new members are: Travis County Health and Human Services and Veterans Services; Travis County Constable – Precinct 5; Life Anew, Inc.; Texas Rio Grande Legal Aid, Inc. and The University of Texas School of Law Domestic Violence Clinic.

Therefore, staff is seeking approval for the attached revised MOU for the FY10 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The County Attorney's Office has reviewed and approved this document. Please feel free to give me a call if you would like any more information - 44618.

MEMORANDUM OF UNDERSTANDING

**Travis County
and
Travis County Counseling & Education Services
and
Travis County Domestic Violence & Sexual Assault Survival Center, d/b/a SafePlace
and
Travis County Civil District Courts
and
Travis County Attorney's Office
and
Travis County Domestic Relations Office
and
Travis County Health & Human Services and Veterans Services
and
Travis County Sheriff's Office
and
Travis County Constable – Precinct 5
and
Austin Police Department
and
Life Anew, Inc.
and
Texas RioGrande Legal Aid, Inc.
and
The University of Texas School of Law Domestic Violence Clinic**

Travis County, Travis County Counseling & Education Services, SafePlace, Travis County Civil District Courts, Travis County Attorney's Office, Travis County Domestic Relations Office, Travis County Health & Human Services and Veterans Services, Travis County Sheriff's Office, Travis County Constable – Precinct 5, the Austin Police Department, Life Anew, Inc., Texas RioGrande Legal Aid, Inc., and the University of Texas School of Law Domestic Violence Clinic hereby enter into this Memorandum of Understanding (MOU) for purposes of furthering our collaborative relationship and joint delivery of developing and implementing activities under the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Program. The time period covered by this MOU is October 1, 2010 through September 30, 2013. These entities are members of the Consulting Committee for this project as described below.

I. Collaborative History and Services Provided

Travis County is the local unit of government applying for this grant.

Travis County Counseling & Education Services (TCCES) is the designated county agency to provide oversight and compliance review on behalf of Travis County. TCCES provides services for adults and juveniles referred from the justice system and other community agencies. It offers alcohol/drug and family violence assessments, case management and referrals to intervention and prevention programs. TCCES has been involved in funding services for victims, including domestic violence victims, for the past twenty years.

SafePlace exists to end sexual and domestic violence through safety, healing and prevention for individuals, families and our community. SafePlace offers a wide range of service to victims of domestic and sexual violence and the Austin/Travis County community as a whole. These include: a 24-hour crisis hotline; 105-bed emergency shelter; 48 transitional housing units; legal advocacy; case management; hospital accompaniment and support to recent rape victims; specialized services for youth and persons with disabilities; community education; and training, among other services. SafePlace is uniquely qualified to provide services as the vendor/sub-recipient of the Safe Havens Grant.

Travis County Civil District Courts govern the civil trial courts that hear and decide family law cases. The Courts routinely hear applications for family violence protective orders, as well as divorce and parent-child lawsuits in which evidence of family violence is present.

Travis County Attorney's Office (TCAO) assists victims of family violence in obtaining two- year protective orders against their abusers. As part of this process, TCAO routinely advocates for safe, supervised exchanges and visitations through agencies trained in monitoring and facilitating child visitations. The TCAO does this by obtaining a Court order requiring that all exchanges and visits between the parties occur in a safe environment.

Travis County Domestic Relations Office (DRO) is the regulatory agency for the Kids Exchange Network in Travis County pursuant to guidelines adopted by the Travis County District Courts. DRO also performs custody evaluations when appointed as *Guardian ad litem* by the District Courts.

Travis County Health & Human Services & Veterans Services (HHS) strives to optimize self-sufficiency for families and individuals in safe and healthy communities. HHS works to achieve these goals by providing services either directly or through private and not for profit agencies. They direct their efforts towards a broad spectrum of goals including the prevention of homelessness, domestic violence, communicable diseases and injuries from falls. Other services include: management of the county's rural transportation program, emergency assistance for basic household needs, home weatherization, services for the deaf and hard of hearing, veterans services, and agricultural extension services. HHS maintains significant community alliances and partnerships with diverse health and human service organizations.

Travis County Sheriff's Office (TCSO) was created in 1840 to prevent crime and keep the community safe. TCSO is the primary law enforcement agency for Travis County. TCSO Victim Services Unit provides services to individuals affected by crime and crisis circumstances in an effort to reduce the impact of trauma and enhance the ability of individuals to rebuild their lives. Individuals receive crisis intervention, assistance with exercising constitutional and/or statutory rights, assistance with safety planning, assistance with Crime Victim Compensation applications, referrals to community agencies, educational and emotional support throughout the criminal justice process, continuity of services between department agencies, and the therapeutic services of the Community Response Team when there is a critical incident or a crime that involves multiple victims or survivors.

Travis County Constable Precinct 5 executes civil process and criminal warrants. Constables are well trained to work with cases involving sexual abuse, domestic violence, and child custody issues. Constables also offer accompaniment for kick out orders through protective orders.

Austin Police Department Family Violence Protection Team (FVPT) is a collaborative, community response to family violence that provides multiple services at one location. They improve access to law enforcement, counseling, crisis management and legal services for survivors of family violence and their children. FVPT has been in place since 1997 and has three components: investigative, legal, and social services. The Austin Police Department is the primary law enforcement agencies within Austin's city limits.

Life Anew, Inc. began in March 2009 as a batterer intervention and prevention program to provide services that promote safety for victims of violent crimes. It is a 52-week program for those who have an assault charge, specifically domestic violence. The ManAlive curriculum is offered exclusively in Texas by Life Anew, Inc.

Texas RioGrande Legal Aid, Inc. (TRLA) is a non-profit organization that provides free legal services to low-income residents of Southwest Texas. TRLA has three projects that address violence against women. The Bi-National Project on Family Violence represents low-income survivors of family violence in cases that involve complex cross border issues. The Domestic Violence & Family Law team provides high quality legal services to victims of domestic violence. The Sexual Assault Legal Assistance Network collaborates with domestic violence, sexual assault shelters, and rape crisis center to ensure timely, appropriate, and comprehensive legal services for the safety and security of victims of non-intimate partner sexual assault.

The University of Texas School of Law Domestic Violence Clinic provides law students the opportunity to represent victims of domestic violence with a variety of civil legal problems including custody, divorce, visitation, housing, consumer, public assistance and procurement of protective orders.

The Consulting Committee meets monthly to design and analyze the core elements of developing and executing a new supervised visitation and safe exchange center; give policy direction to the grant staff; and attend national trainings sponsored by OVW. The agencies represented by the Consulting Committee will be referral sources for supervised visitation and safe exchange.

All Consulting Committee members have been historically involved in collaborative efforts related to responding to domestic violence, sexual assault, dating violence, child abuse and stalking in Travis County. For example, the Family Violence Protection Team (FVPT) includes: the Austin Police Department; SafePlace; Texas RioGrande Legal Aid; Travis County Attorney's Office; Travis County Sheriff's Office; Texas Advocacy Project; and the Travis County District Attorney's Office. FVPT offers integrated services that enable survivors of domestic violence in Austin/Travis County to access legal and supportive services without having to visit several different agencies. Central purposes of this collaboration include ongoing coordination of services among member agencies to ensure a skillful and compassionate response to victims, and effective investigation and prosecution of offenders. The FVPT was created by the Austin/Travis County Family Violence Task Force (FVTF) in 1997.

Established in 1989, the FVTF includes the FVPT organizations, as well as the Domestic Relations Office, Travis County Counseling & Education Services, county, municipal and district courts, The University of Texas at Austin's Domestic Violence Clinic, and other entities. The FVTF created various innovations and best practices that enhance services for domestic violence victims, among which are: establishing the foundation for the coordinated community response to domestic violence, which led to the creation of a dedicated domestic violence county court; mandatory arrest policies; direct filing of family violence assault charges by law enforcement; and local standards for batterers' intervention programs, which has continued to coordinate across systems to ensure batterer compliance.

II. Development of the FY 2010 Safe Havens: Supervised Visitation and Safe Exchange Grant Application to the Office on Violence Against Women (OVW)

All of the aforementioned agencies are committed to creating and implementing a comprehensive, responsive, affordable, and accessible supervised visitation and safe exchange center in Travis County. Members of the planning team have contributed to this application in monthly meetings since December 2008. This application is representative of the collective, collaborative planning and resources shared during our monthly meetings. SafePlace and project staff wrote the 2010 Safe Havens grant application, with the shared vision and input of planning partners.

III. Roles and Responsibilities

Travis County is the grantee and will be the fiscal manager for the duration of this grant. Travis County will provide the use of 1101 Nueces Street for the purposes of supervised visitation and safe exchange as indicated in the grant for a monthly rent of ten dollars. Travis County will provide custodial and maintenance support for the building in ordinary course.

The Director of TCCES will supervise the Safe Havens Grant Director. The Safe Havens Grant Director will provide oversight of grant activities by facilitating consulting committee meetings, assuring progress reports are filed in a timely manner, approving vendor invoices, acting as the liaison with OVW and its designated technical assistance provider for the County, and overseeing compliance matters and deliverables.

SafePlace will subcontract with Travis County in order to provide services for supervised visitation and safe exchange. This includes, but is not limited to, hiring and training staff; managing the daily operations of the center; and complying with the timelines, goals, and objectives as outlined in this grant.

All aforementioned agencies will continue to have representatives on the Consulting Committee.

The Consulting Committee will meet monthly to provide input, direction, and guidance to the work of the supervised visitation and safe exchange center.

Consulting Committee members are stewards of the supervised visitation and safe exchange center in the community.

All agency representatives will continue to update the Committee and project staff on trends in family violence within Travis County, and other relevant matters.

Consulting Committee members agree to attend trainings and conferences sponsored by OVW as needed.

V. Resources

Travis County will donate the time of Caryl Colburn, Director of TCCES, in her role supervising the Safe Havens Grant Director.

Each organization participating in the MOU will allocate sufficient resources in their own budgets to cover the costs of participating in the planning and implementation endeavors outlined in this application. Additionally each organization will allocate sufficient time to accommodate ongoing collaboration and communication throughout the grant period.

All Consulting Committee representatives will explore resources available within their agencies to contribute to the implementation phase of the project (e.g., furnishings, equipment, etc.).

SafePlace's subcontract will be in the amount of \$372,461 for the thirty-six month period from October 1, 2010 through September 30, 2013. Beyond the subcontract funds, TCCES will contribute product dissemination, meeting, and conference call costs related to the project.

Any of the signing agencies to this MOU may modify or exit this MOU within 30 days via written notice to Travis County.

We, the undersigned, approve the proposed project activities and budget as outlined in this Memorandum of Understanding for the FY 2010 Safe Havens: Supervised Visitation and Exchange Grant Program.

Samuel T. Biscoe
Travis County Judge

Date

Caryl Colburn
Caryl Colburn
Director
Travis County Counseling & Education Services

2-8-2012
Date

Julia Spann
Julia Spann
Executive Director
SafePlace

2-8-2012
Date

Lora J. Livingston
Local Administrative Judge
Travis County Civil District Courts

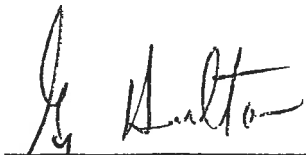
Date

DAE
David A. Escamilla, Esq.
County Attorney

2-16-12
Date

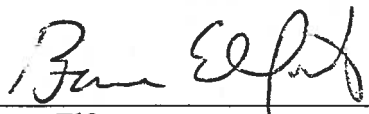
Sherri Fleming
Sherri Fleming
County Executive
Travis County Health & Human Services
and Veterans Services

Date



Greg Hamilton
Travis County Sheriff

2/7/12
Date



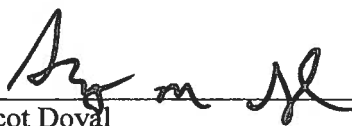
Bruce Elfant
Constable – Precinct 5

2/7/12
Date




Art Acevedo
Chief of Police
Austin Police Department

2/6/2012
Date



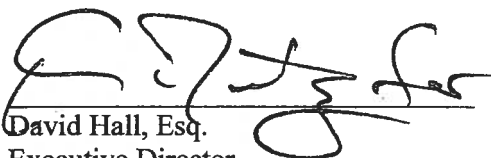
Scot Doyal
Director
Travis County Domestic Relations Office

2-7-12
Date



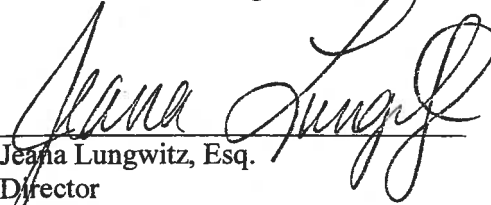
Kim Conley Patton
Executive Director
Life Anew

2/9/12
Date



David Hall, Esq.
Executive Director
Texas RioGrande Legal Aid Inc.

2-8-2012
Date



Jeana Lungwitz, Esq.
Director
University of Texas School of Law
Domestic Violence Clinic

02/13/12
Date



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number:

Belinda Powell, Strategic Planning Manager, Planning & Budget Office
(512) 854-9506

Elected/Appointed Official/Dept. Head: Roger Jefferies, County
Executive of Justice and Public Safety (512) 854-4415

Commissioners Court Sponsor: County Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Discuss procurement objectives and constraints for the civil and family courthouse.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

On January 3, 2012 the Commissioners Court contracted with Ernst & Young (E&Y) to develop an analysis for options to deliver a new civil and family courthouse at the site located at 308 Guadalupe.

The attached presentation and draft report synthesizes information heard in a series of individual interviews with members of the Commissioners Court, members of the Courthouse Internal Team, key stakeholders and stakeholder groups, and two public meetings. Feedback from the various meetings was used to inform the development of a series of objectives for the project as well as the procurement of the project. Additionally, a series of constraints for the project have been identified. This information, once approved by the Commissioners Court, will be used to inform the development of a value-for-money analysis to assess procurement options for Travis County to consider for the civil and family courthouse.

STAFF RECOMMENDATIONS:

NA

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

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

All funds for the Ernst & Young contract are encumbered.

REQUIRED AUTHORIZATIONS:

Leroy Nellis, Budget Director, Planning & Budget Office, interim County Executive, Planning & Budget
Cheryl Aker, County Judge's Office

ATTACHEMENTS:

Ernst & Young presentation

Copies to:

The Honorable John Dietz, 250th District Court
The Honorable Lora Livingston, 261st District Court
The Honorable Rosemary Lehmberg, District Attorney
The Honorable Eric Shepperd, County Court at Law #2
The Honorable David Escamilla, County Attorney
The Honorable Amalia Rodriguez-Mendoza, District Clerk
The Honorable Dana DeBeauvoir, County Clerk
David Escamilla, County Attorney
Peg Liedtke, Civil Court Administrator
Cyd Grimes, Purchasing Agent
Susan Spataro, County Auditor
James Collins, First Assistant County Attorney
Roger Jefferies, County Executive Justice and Public Safety
Steven Manilla, County Executive of TNR and FMD
Roger El Khoury, Director Facilities Management
John Hille, Assistant County Attorney
Tom Nuckols, Assistant County Attorney
Leslie Stricklan, Senior Project Manager, FMD

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



Stakeholder Objectives, Constraints and Evaluation Criteria

New Travis County Civil and Family Courthouse
February 28, 2012



 ERNST & YOUNG

1. Introduction

Objectives and constraints

2. Objectives:

- ▶ Project objectives
- ▶ Procurement objectives

3. Constraints:

- ▶ Internal constraints
- ▶ External constraints

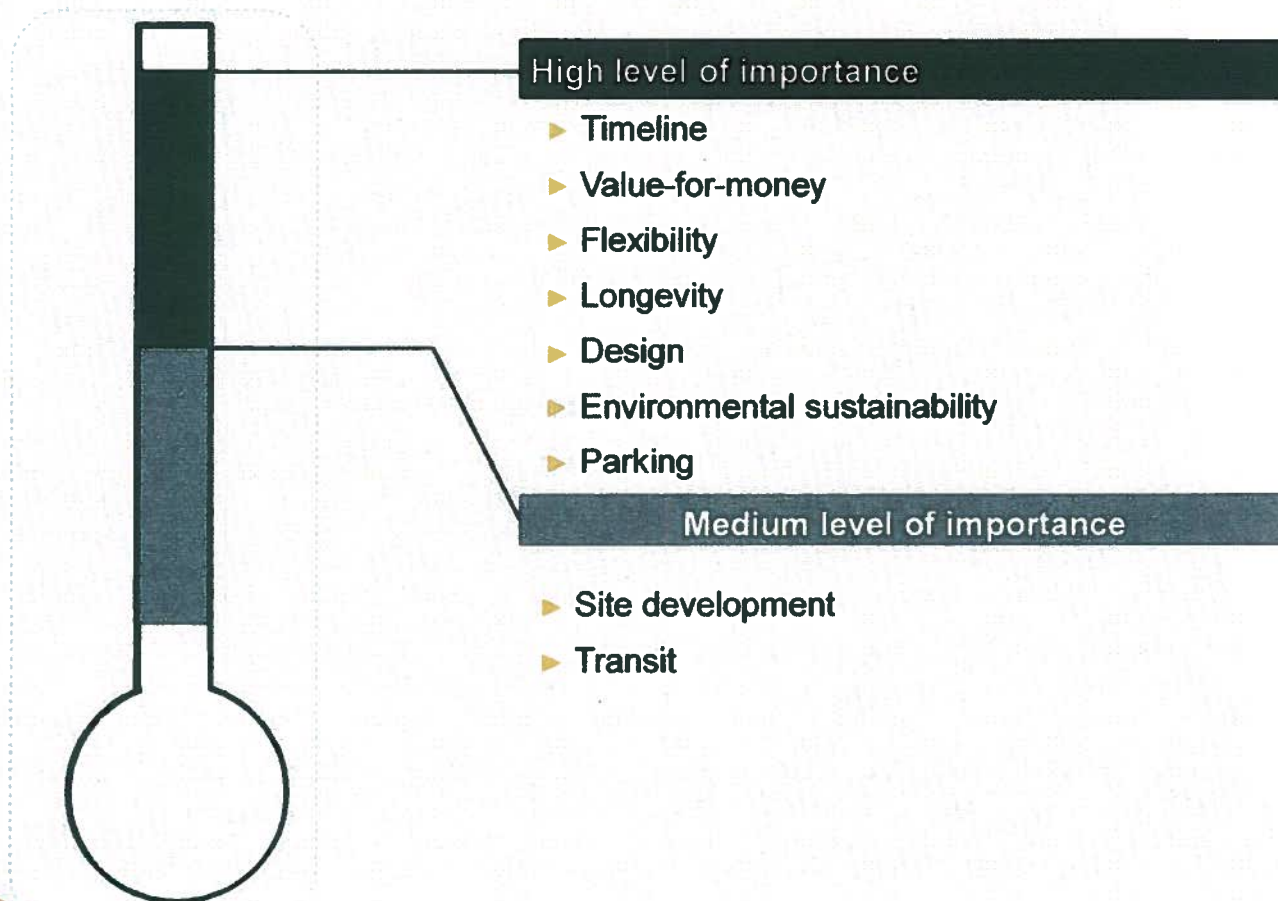
4. Evaluation Criteria to assess merit of each procurement objective

DRAFT
FOR DISCUSSION PURPOSES

2. Project and procurement objectives

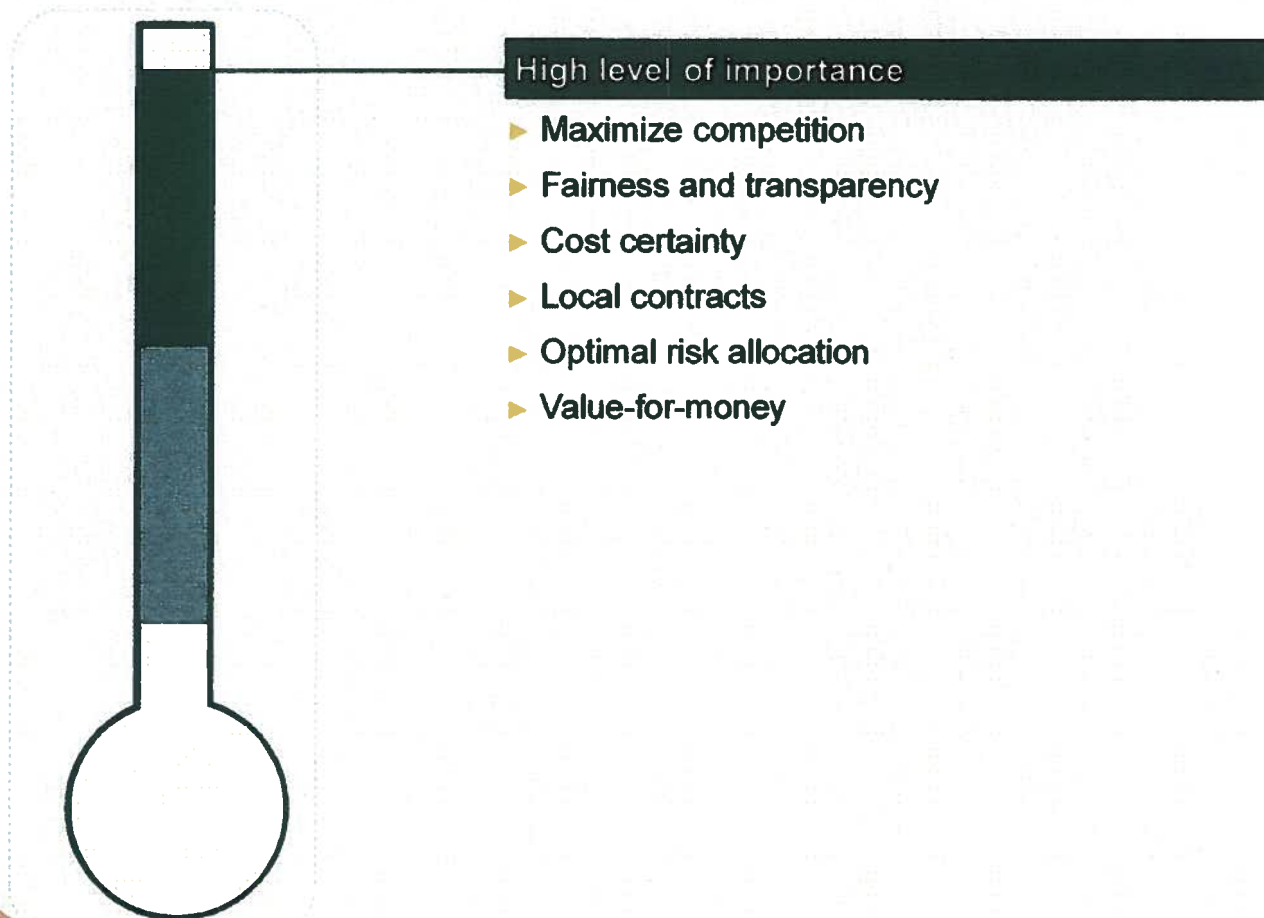


Project objectives



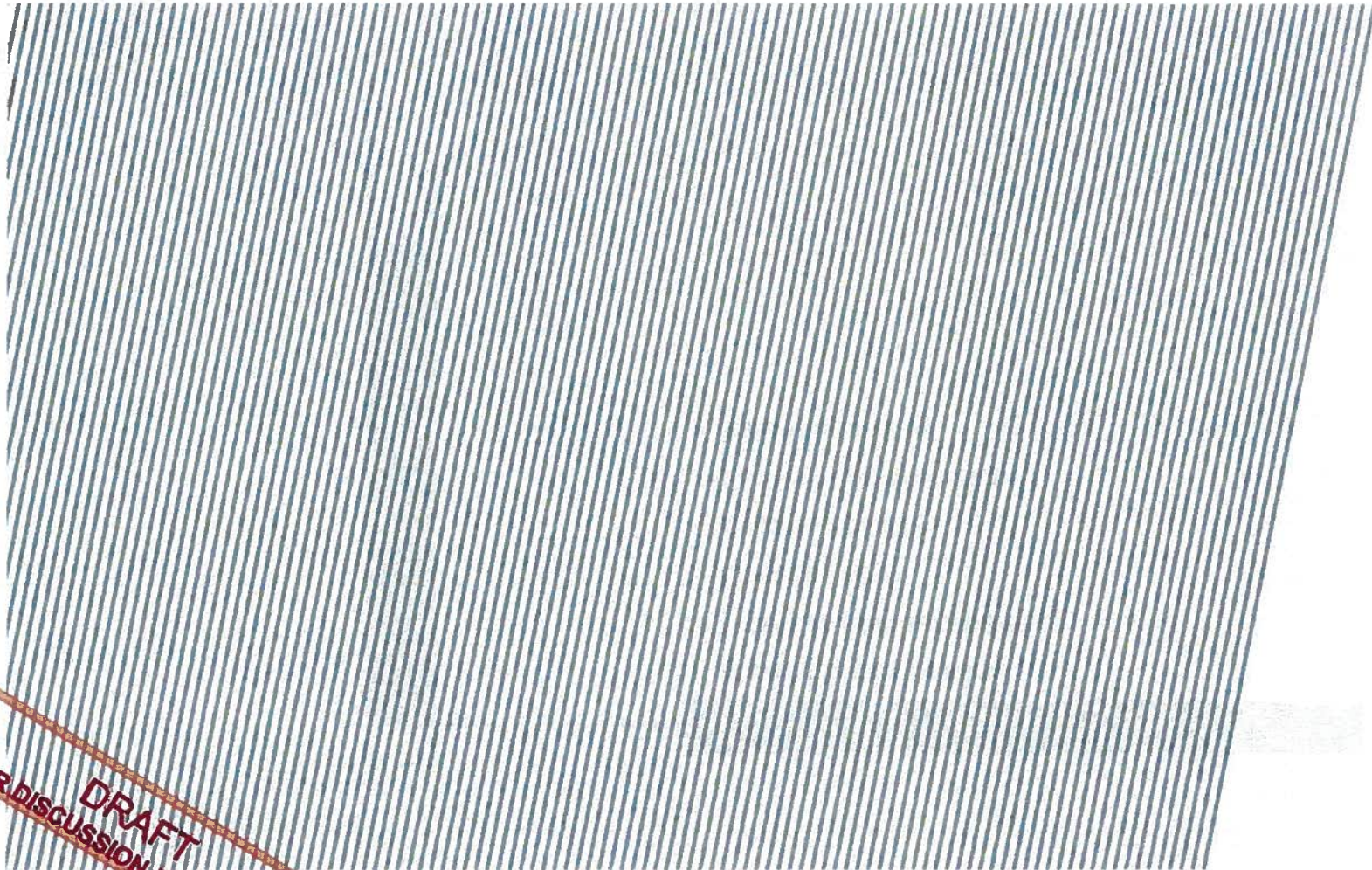
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FOR DISCUSSION PURPOSES

Procurement objectives



DRAFT
FOR DISCUSSION PURPOSES

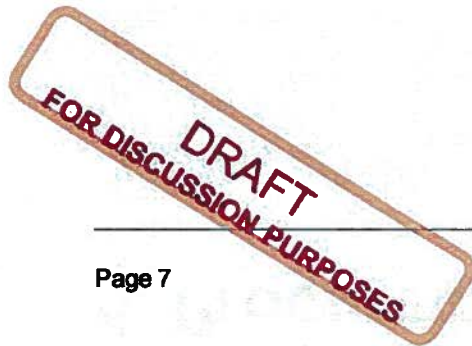
3. Constraints



DRAFT
FOR DISCUSSION PURPOSES

Constraints to be used in qualitative assessment of procurement options

Internal constraints	<ul style="list-style-type: none">▶ Affordability▶ Budgetary control over maintenance spend▶ Approvals process▶ Specifications▶ Appropriations risk▶ Procurement resources
External constraints	<ul style="list-style-type: none">▶ Market interest▶ Market understanding

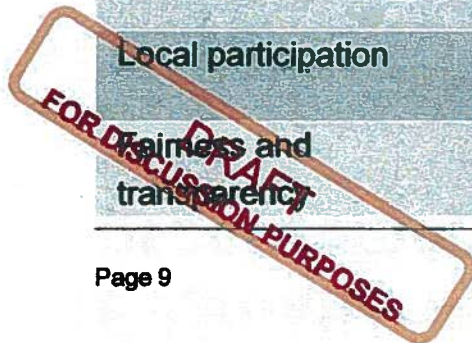


4. Procurement options evaluation criteria



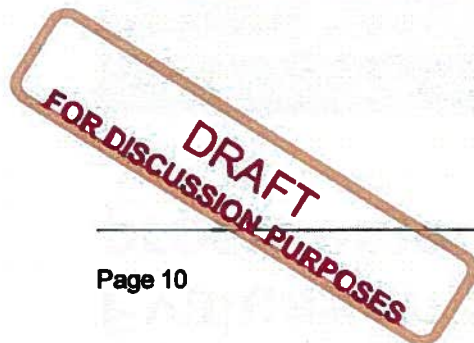
Evaluation criteria against which potential procurement options will be assessed

Evaluation criteria	Description
Timeliness	▶ Achieves delivery of the Courthouse as soon as possible.
Flexibility	▶ Supports meeting the County's future needs for additional space.
Design	▶ Supports the project objectives for the design of the building including innovation in design and providing a world-class building of significance.
Site development	▶ Captures the value of the commercial/residential development and reduces the cost of the Courthouse to the County.
Asset quality and longevity	▶ Supports the construction of a Courthouse that will be of high quality and will be fit for the purpose for the next 50 to 60 years.
Maximizes competition	▶ Attract a broad field of competitors, thereby driving innovation and value.
Local participation	▶ Support and encourage local participation and local employment
Fairness and transparency	▶ Supports the County's requirements for fairness and transparency.



Evaluation criteria against which potential procurement options will be assessed (continued)

Evaluation criteria	Description
Environmental sustainability	► Supports the County's objectives for environmental sustainability.
Risk allocation	► Allocates material risks to the party best able to manage them.
Cost certainty	► Provides the County with certainty of cost for both the construction and the project life.
Value-for-money	► Achieves delivery of the Courthouse and provides value-for-money to the County.
Affordable	► Profile of contracted payments for the Courthouse is affordable within the funding constraints of the County.
Parking	► Provides adequate parking to meet the needs of the judges, staff and users of the building.



Restrictions and qualifications

- ▶ This report (the Report) has been prepared by Ernst & Young, from information and material supplied by Travis County, for the sole purpose of assisting Travis County in its setting of procurement objectives and criteria for the assessment of potential procurement options for the new Civil and Family Courthouse Project (the “Project” or “Courthouse”).
- ▶ The nature and scope of our services was determined solely by the agreement between the Ernst & Young and Travis County. Our work was performed only for the use and benefit of Travis County and others who read this report that were not a party to our agreement with respect to the nature and scope of such services do so at their own risk. We assume no duty, obligation or responsibility whatsoever to any other parties that may obtain access to the Report. The services we performed were advisory in nature. EY did not render an assurance report or opinion under our contract with Travis County, nor did our services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the services we provided constituted any legal opinion or advice.
- ▶ In the preparation of this Report, Ernst & Young relied on information provided by Travis County and third parties, and such information is deemed to be complete. Ernst & Young has not conducted an independent review of completeness or validity of the information received from any party.



Travis County

New Civil and Family Courthouse Stakeholder objectives, constraints and evaluation criteria

February 28, 2012

February 28, 2012

Travis County

700 Lavaca Street

Austin, TX 78701

Dear Judge and Commissioners:

We have completed a draft version of Task B.2, 'Stakeholder objectives, constraints and evaluation criteria' of the 'Feasibility analysis for a New Civil and Family Courthouse' at 308 Guadalupe Street in Austin, TX. Our engagement was performed in accordance with our engagement agreement dated January 6, 2012, and our procedures were limited to those described in that agreement.

During the period from January 6, 2012 through February 16, 2012, Ernst & Young: conducted an objective-setting workshop with the Travis County courthouse internal team and held a variety of stakeholder interviews. The analysis of these activities resulted in the attached 'Stakeholder objectives, constraints and evaluation criteria' report.

Our work has been limited in scope and time and we stress that more detailed procedures may reveal issues that this engagement has not. The procedures summarized in our 'Stakeholder objectives, constraints and evaluation criteria' do not constitute an audit, a review or other form of assurance in accordance with any generally accepted auditing, review or other assurance standards, and accordingly we do not express any form of assurance.

Our 'Stakeholder objectives, constraints and evaluation criteria' is intended solely for the information and use of the Travis County Commissioner's Court and is not intended to be and should not be used by anyone other than these specified parties.

Kindly,

Ernst & Young, LLP

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1. Introduction

Ernst & Young LLP (Ernst & Young) was engaged by Travis County to assist in evaluating the value-for-money assessment of possible procurement models for the new Civil and Family Courthouse Project (the "Courthouse", or the "Project").

The most suitable procurement option for an infrastructure project is the one that best meets the project objectives while demonstrating the best value-for-money to the tax-payer. At a more detailed level, the suitability of a procurement option is driven by its capacity to manage risk appropriately, create incentives for efficient management of costs and revenues and provide the ability to lever competition during the tendering phase. The first stage in the process of evaluating the procurement options is to understand the project and procurement objectives and any constraints that apply and might influence the selection of a procurement model.

The purpose of this report is to present to Travis County the objectives and constraints that we have gathered from discussions with the project team and other stakeholders. To inform the process of determining which objectives, constraints and evaluation criteria will be utilized in ultimately performing the value for money and feasibility analysis for the Project, Ernst & Young facilitated a workshop on January 28, 2012 at which a number of the project team members were present. During the workshop, members of the project team were given the opportunity to express freely their views on what was important for the Project and any obstacles that they saw that might impact the selection of the procurement model.

Ernst & Young has also conducted a number of interviews with key stakeholders in the Project, and the views expressed by these stakeholders have been taken into consideration in the formulation of this report.

This report is broken out into three sections:

- Objectives of the Project and Procurement
- Constraints; and
- Evaluation Criteria.

From this collation of objectives and constraints, a set of recommended evaluation criteria has been developed that can be used Travis County to assess the merits of each procurement model. These evaluation criteria are detailed in section 4.

1.1 Restrictions and qualifications

This confidential report (the "Report") has been prepared by Ernst & Young, from information and material supplied by Travis County, for the sole purpose of assisting Travis County (the "County") in setting its procurement objectives and criteria for the assessment of potential procurement options for the new Civil and Family Courthouse Project (the "Project" or "Courthouse").

The nature and scope of our services was determined solely by the agreement between the Ernst & Young and Travis County. Our work was performed only for the use and benefit of Travis County and others who read this report that were not a party to our agreement with respect to the nature and scope of such services do so at their own risk. We assume no duty, obligation or responsibility whatsoever to any other parties that may obtain access to the Report. The services we performed were advisory in nature. EY did not render an assurance report or opinion under our contract with Travis County, nor did our services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. None of the services we provided constituted any legal opinion or advice.

In the preparation of this Report, Ernst & Young relied on information provided by the Travis County and third parties, and such information is deemed to be complete. Ernst & Young has not conducted an independent review of completeness or validity of the information received from any party.

DRAFT

2. Project and procurement objectives

2.1 Project objectives

The Project objectives identified by the Travis County courthouse internal team are summarized in the table below.

Category	Project objectives	Importance
Timeline	<ul style="list-style-type: none"> ▶ To deliver the Courthouse as early as possible. The current desired timeline projects completion of the new Courthouse within three to five years (master plan shows completion in 2017). However the steadily increasing case demand on the Court, as well as condition and amenities of the existing facilities, is such that there is already an urgent need for the new Courthouse. ▶ There is also a desire to take advantage of current low interest rates. ▶ Therefore the earlier the Courthouse can be delivered the better. 	High
Value-for-money	<ul style="list-style-type: none"> ▶ To maximize the value of each dollar spent to build and operate the Courthouse and to remain within the constraints of affordability to the County. 	High
Site development	<ul style="list-style-type: none"> ▶ To maximize the value, and certainty of value, that can be derived from the development potential of the site, thereby reducing the overall cost to the County. ▶ The County is not averse to taking or sharing development risk if it could bring down the cost of the Courthouse by maximizing the potential value of the site. ▶ Provide the neighbourhood with a structure that seeks to enhance the community. 	Medium
Flexibility	<ul style="list-style-type: none"> ▶ To provide for future flexibility for court usage ▶ Provide sufficient expansion space at the site for the County's needs through to 2035, and consideration for future potential needs past 2035. 	High
Longevity	<ul style="list-style-type: none"> ▶ To deliver a Courthouse that will be fit for the purpose for 50 to 60 years. 	High
Design	<ul style="list-style-type: none"> ▶ To be a world class building of significance/a grand public building. ▶ To incorporate and capitalize on the frontage with Republic Park. ▶ To be timeless (i.e., still be a public building with presence in 50 years time) 	High
Environmental sustainability	<ul style="list-style-type: none"> ▶ To achieve and exceed the Travis County LEED Silver standard for all new construction. ▶ To include water and energy conservation measures, which are highly valued by the County. 	High

Category	Project objectives	Importance
Transit	► To effectively coordinate and integrate with proposed intermodal transit initiatives.	Medium
Parking	► Travis County desires at a minimum to provide adequate parking to meet the needs of judges, staff and users of the building.	High

Other project objectives that were considered to be of low importance, by the Travis County courthouse internal team, were not discussed in detail during the objectives and evaluation criteria workshop and have therefore been excluded.

2.2 Procurement objectives

The project team also considered its objectives for the procurement process. Procurement objectives are closely aligned with the project objectives but relate mainly to the desired outcomes from the procurement process and the resulting contractual structure. These objectives are summarized in the table below:

Category	Procurement objectives	Importance
Maximize competition	► To drive competition between proponents, thereby encouraging innovation and maximizing the value for money.	High
Fairness and transparency	► To be open, transparent and fair and stand up to highest levels of scrutiny.	High
Cost certainty	► To have certainty over the cost of the Project from the point of contract award.	High
Local contracts	► To employ local contractors in the design construction and maintenance of the Courthouse.	High
Optimal risk allocation	► To allocate project risks to the party best able to manage them.	High
Value-for-money	► To arrive at a procurement method that provides the opportunity for the Project to maximize value-for-money.	High

3. Constraints

In determining the optimal procurement model for the Courthouse, it is necessary to understand what constraints apply that might impact the feasibility of certain models or their potential to deliver value-for-money. Constraints can be internal, i.e. imposed by the County and related stakeholders, or external, coming from the bidding contractors.

3.1 Internal constraints

The table below summarizes the internal constraints that have been identified by Ernst & Young and need to be considered in the qualitative assessment of the procurement options

Constraint	Details
Affordability	<ul style="list-style-type: none"> ▶ The County estimates that there is capacity for raising an additional \$350 million over the next seven years. Any capital contribution to the development would need to fit within this envelope of debt capacity. ▶ Any lease payments or availability type payments (as would be seen under a DBFM model) need to be funded out of the annual Operations and Maintenance budget, even if the payments are capital in nature. According to county staff in the Planning and Budget office a permissible increase in the Operations and Maintenance budget could accommodate an annual payment (lease or availability type) of approximately \$12 million in 2013. This value could increase before the Courthouse is operational.
Budgetary control over maintenance spend	<ul style="list-style-type: none"> ▶ Under a DBFM the County's payments to the private sector partner would be fixed subject to the partner maintaining the Courthouse to the specified standard with no ability to avoid the costs due to budgetary issues / constraints.
Approval process	<ul style="list-style-type: none"> ▶ The procurement model must be approved by the Commissioners Court, and the Commissioners Court must also approve the final agreement for the Courthouse. ▶ Recent contracting experience suggests it takes four to six months to obtain approval for issuing the RFQ documents. It then takes six to nine months from issuing the RFQ to awarding the contract. ▶ The County must have the ability to enter into the relevant contracts whether this is a DBFM contract or a more traditional transaction structure. The legal authority is currently being reviewed by the legal team
Specifications	<ul style="list-style-type: none"> ▶ Value-for-money under a DBFM model is most likely when the requirements of the County can be set down in a set of output or performance specifications rather than detailed input specifications. The County needs to allow proponents freedom to innovate and determine their best solution that meets the performance specifications. ▶ The extent to which the County can stand back from the detailed design will directly impact the potential for a DBFM model to deliver value. ▶ The County will need to manage the stakeholder desire to influence the designs received from proponents following submission. However, the County will have a

Constraint	Details
	number of opportunities to comment and influence the design during both the determination of the specifications and in a series of confidential design meetings with the potential private partners. The County will need to carefully manage stakeholder expectation around this process.
Appropriations risk	► Need to include a "funding out" clause. This is standard in the County's long-term contracts.
Procurement resources	► In order for the County to undertake a significant project like this it will require significant resources whether the procurement is a DBFM or more traditional. However, given the relative innovative nature of a DBFM it is likely that this route would require additional resources both internal and external to manage the procurement.

Another area that can sometimes be considered a constraint has been analyzed, but is not considered to be a material constraint for this project:

- Existing contractual obligations. There are no existing contracts for maintenance services that would prevent such services from being included within a long-term contract for the Courthouse.

3.2 External constraints

External constraints such as the market's interest in a particular procurement model or the failure to understand the risks associated with a particular project can sometimes influence the selection of a procurement model. These areas are summarised in the table below.

Constraint	Details
Market interest	<ul style="list-style-type: none"> ► There is significant market interest in this project, as demonstrated by the responses received from the Request for Expressions of Interest issued in 2011. ► The market would appear to be accepting of a range of procurement models including Design Build, Privatized lease-to-own, and Design Build Finance Maintain. ► If the contract were to be interwoven with the commercial/residential tower development opportunity, this might create a complex project that would deter some participants and limit competition.
Market understanding	<ul style="list-style-type: none"> ► The Courthouse project on its own should not present any complex risk issues for the market to understand. ► If the contract were to be interwoven with the commercial/residential tower development opportunity, this might create a complex project with complex risk issues that could be difficult for parties to understand, price efficiently which could result in decreased value for money.

4. Procurement evaluation criteria

Based on the analysis of objectives and constraints for this Project, the following recommended evaluation criteria have been developed against which the potential procurement options can be assessed:

Evaluation criteria	Description
Timeliness	► Achieves delivery of the Courthouse as soon as possible.
Flexibility	► Supports meeting the County's future needs for additional space.
Design	► Supports the project objectives for the design of the building including innovation in design and providing a world-class building of significance.
Site development	► Captures the value of the commercial/residential development and reduces the cost of the Courthouse to the County.
Asset quality and longevity	► Supports the construction of a Courthouse that will be of high quality and will be fit for the purpose for the next 50 to 60 years.
Maximizes competition	► Attracts a broad field of competitors, thereby driving innovation and value.
Local participation	► Support and encourage local participation and local employment
Fairness and transparency	► Supports the County's requirements for fairness and transparency.
Environmental sustainability	► Supports the County's objectives for environmental sustainability.
Risk allocation	► Allocates material risks to the party best able to manage them.
Cost certainty	► Provides the County with certainty of cost for both the construction and the project life.
Value-for-money	► Achieves delivery of the Courthouse and provides value-for-money to the County.
Affordable	► Profile of contracted payments for the Courthouse is affordable within the funding constraints of the County.
Parking	► Provides adequate parking to meet the needs of judges, staff and users of the building.



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

Prepared By/Phone Number:

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

A handwritten signature in black ink, which appears to read "Leroy Nellis", is written over the text of the "Elected/Appointed Official/Dept. Head" line.

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION ON RECOMMENDATIONS ON THE USE OF EXISTING CERTIFICATES OF OBLIGATION BALANCES.

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

STAFF RECOMMENDATIONS: Please see attached documentation.

ISSUES AND OPPORTUNITIES: Please see attached documentation.

FISCAL IMPACT AND SOURCE OF FUNDING: Please see attached documentation.

REQUIRED AUTHORIZATIONS:

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

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

Cheryl Aker, County Judge's Office, (512) 854-9555

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




PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

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

MEMORANDUM

TO: Commissioners Court

FROM: Jessica Rio, Assistant Budget Director 

DATE: February 21, 2012

SUBJECT: Using Existing Certificates of Obligation for FY 12 Capital Items and Recommendation for Funding for ITS equipment and infrastructure for Granger Renovation

PBO annually provides the Court with a listing of eligible capital projects for funding from available CO balances. This process, informally known as "scrubbing", involves the review of PBO's recommendations by the County Auditor's Office as well as the County Attorney to ensure that the recommendations are appropriate. In the past, this exercise was conducted at the very end of the fiscal year (during the budget process) and was based on estimated balances in the allocated reserves of various Certificates of Obligation. While most years PBO completed the work of rebudgeting the CO and bond funds (400 accounts) without any need to make changes, there have been a couple of years that PBO has had to revise some recommendation after a review was performed of the actual balances in these funds in October. Therefore, PBO is making these recommendations after the actual balances are known but before the Court has finalized its FY 12 Certificate of Obligation project list in order to maximize this process and ensure its accuracy.

PBO recommends using the Allocated Reserve of eight CO funds (Funds 405, 458, 463, 506, 510, 513, and 521) for projects or equipment that are eligible for existing CO funding. PBO has reviewed these recommendations with the County Auditor's Office as well as the County Attorney to ensure that the projects meet the specific legal and accounting guidelines for use of existing CO funds.

Attached are tables with PBO's recommendations. These recommendations total \$1,468,756 and are summarized below. While some of these recommendations will decrease the FY 12 Proposed CO list, a great portion are related to the needed ITS improvements at the Granger facility to coincide with the approved renovation of that building. These expenditures would otherwise be recommended for inclusion in the FY 12 CO.

- Fund 405 (\$25,510) for a portion of the FY 12 recommended HMAC and alternative paving program;
- Fund 458 (\$39,833) for ITS related equipment for the Granger renovation;
- Fund 463 (\$145,738) for ITS related equipment for the Granger renovation;

- Fund 506 (\$66,827) for a portion of the FY 12 recommended HMAC and alternative paving program;
- Fund 509 (\$300,832) for jail improvements – Water Distribution System;
- Fund 510 (\$295,751) for jail improvements – Water Distribution System;
- Fund 513 (\$194,051) for a portion of the FY 12 recommended HMAC and alternative paving program;
- Fund 521 (\$400,214) for ITS related equipment and improvements at the Granger Building.

Please let me know if you have any questions regarding these recommendations. PBO recommends approval of these recommendations. Associated budget adjustments will be processed as “automatics” once the Commissioners Court takes positive action on this item.

cc: Sydnia Crosbie
David Escamilla
Joe Harlow
Carol Joseph
Randy Lott
Steve Manilla
Sharon Martindale
Cynthia McDonald
PBO
Nicki Riley
Susan Spataro
Donna Williams-Jones
Hannah York
Adrienne Yust

**PROJECTS FUNDED FROM EXISTING
CERTIFICATES OF OBLIGATION**

Fund 405				
Allocated Reserve				\$ 25,510
	TNR			
TNR R&B - HMAC & Alternative Paving Projects		405-4941-808-8164	COR001	25,510
Revised Allocated Reserve				<u>\$0</u>

Fund 458				
Allocated Reserve				\$ 39,833
	ITS			
Network Switches (Granger Renovation)		458-1230-821-8001	KEQ001	39,833
Revised Allocated Reserve				<u>\$0</u>

Fund 463				
Allocated Reserve				\$ 145,738
	ITS			
MDF Network Equipment (Granger Renovation)		463-1230-821-8001	KEQ001	145,738
Revised Allocated Reserve				<u>\$0</u>

Fund 506				
Allocated Reserve				\$ 66,827
	TNR			
TNR R&B - HMAC & Alternative Paving Projects		506-4941-808-8164	COR001	66,827
Revised Allocated Reserve				<u>\$0</u>

Fund 509				
Allocated Reserve				\$ 300,832
	TCSO			
Water Distribution Complete Renewal		509-3735-824-8105	KTCJ01	300,832
Revised Allocated Reserve				<u>\$0</u>

Fund 510				
Allocated Reserve				\$ 295,751
	TCSO			
Water Distribution Complete Renewal		510-3735-824-8105	KTCJ01	295,751
Revised Allocated Reserve				<u>\$0</u>

Fund 513				
Allocated Reserve				\$ 194,051
	TNR			
TNR R&B - HMAC & Alternative Paving Projects		513-4941-808-8164	COR001	194,051
Revised Allocated Reserve				<u>\$0</u>

Fund 521				
Allocated Reserve				\$ 448,591
	ITS			
IT portion of Granger Renovation (Telecommunications and Computer Equipment)		various	KEQ001	400,214
Revised Allocated Reserve				<u>\$48,377</u>

TOTAL PROJECTS RECOMMENDED FOR FUNDING FROM EXISTING CO's	\$ 1,468,756
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Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2011

Prepared By/Phone Number: David A. Salazar 854-4107

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

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and Take Appropriate Action on Request from Ending Community Homeless Coalition, Inc. (ECHO) for Space in a County Facility to Provide of Social Services to Residents.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

During ECHO's 2011 Homeless Count, there were more than 2,357 homeless people in Travis County most of who also need access to basic needs services. Travis County currently operates direct service emergency assistance to qualified residents at its Palm Square location at 100 North IH-35. ECHO has requested space at this location in order to provide social services to clients who may also be able to take advantage of County services.

STAFF RECOMMENDATIONS:

Staff recommends approval of the proposed Contract that would grant space to ECHO consistent with the Court's commitment to ending homelessness and its longstanding effort to mitigate the effects of poverty in Travis County.

ISSUES AND OPPORTUNITIES:

ECHO of Austin/Travis County is committed to ending homelessness. Assisting this organization with space at one of the County's central location will allow ECHO to maintain an access point for those in desperate need of services, in addition to strengthening the County's ongoing relationship with ECHO and our other community partners.

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

FISCAL IMPACT AND SOURCE OF FUNDING:

Approving this request will not increase the County Budget.

REQUIRED AUTHORIZATIONS:

Mary Etta Gerhardt

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

SOCIAL SERVICES CONTRACT

BETWEEN

TRAVIS COUNTY

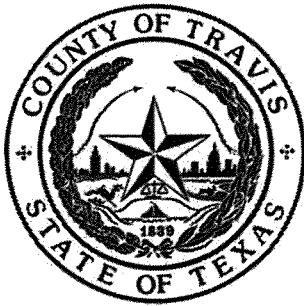
AND

**ENDING COMMUNITY HOMELESS COALITION, INC.
(ECHO)**

FOR

SOCIAL SERVICES

CONTRACT NO. PS120109SH



Travis County Purchasing Office

CONTRACT FOR
SOCIAL SERVICES
BETWEEN TRAVIS COUNTY AND
ENDING COMMUNITY HOMELESS COALITION (ECHO)

I. PARTIES

This Contract ("Contract")
is entered into by the following Parties:

Travis County, a political subdivision of Texas ("County") and
Ending Community Homeless Coalition, Inc. ("ECHO") ("Contractor")

II. RECITALS

County has the authority to provide for the care of indigents and other qualified recipients (TEX. LOC. GOVT. CODE, Section 81.027, and other statutes); and County has the authority to provide for public health education and information services (TEX. HEALTH AND SAFETY CODE, Chapters 121 and 122, and other statutes); and provision of the above services constitutes a public purpose.

Travis County Health, Human Services and Veterans' Services has the authority to perform all public health functions that County can perform through TEX. HEALTH & SAFETY CODE ANN., Section 121.032.

Commissioners Court of County may exempt personal and professional services from complying with the competitive procurement process under TEX. LOCAL GOVERNMENT CODE ANN., § 262 et seq. and has issued or hereby issues such an order of exemption for the services provided under the terms of this Contract.

Pursuant to the terms of this Contract, Contractor will provide personal and professional services for the care of indigents and other qualified recipients and/or for public health education and information, thus providing services which will further the achievement of a public purpose.

NOW, THEREFORE, in consideration of these agreements, covenants, and payments, the amount and sufficiency of which are acknowledged, County and Contractor agree to the terms and conditions stated in this Contract.

III. DEFINITIONS

1.0 In this Contract,

- 1.1 "CAN" means the Community Action Network.
- 1.2 "Commissioners Court" means the Travis County Commissioners Court.
- 1.3 "Contract Funds" means all funds paid by County to Contractor pursuant to Sections 6.0 - 8.0, and other applicable provisions of this Contract.
- 1.4 "Contract Term" means the Initial Term and/or any Renewal Term, or any other period of time designated in writing as a Contract Term by the Parties.
- 1.5 "County Auditor" means Susan Spataro, the Travis County Auditor, or her successor.

1.6 "County Department," "Department" and/or "TCHHSVS" mean the office of Travis County Health, Human Services and Veterans' Services.

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

1.8 "Day(s)" means calendar day(s), unless otherwise specifically noted in any individual provision.

1.9 "Eligible Client" means a person who is:

(a) a person in a particular program as designated by County who meets any specific eligibility criteria described in this Contract.

AND

(b) a person who meets statutory and/or Contract requirements necessary to receive services under this Contract.

1.10 "County Executive" means Sherri Fleming, County Executive of Travis County Health, Human Services and Veterans' Services, or her successor or designated representative.

1.11 "Fiscal Year" means the County Fiscal Year, which is that twelve-month time period between any October 1 and the next following September 30.

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

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

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

1.12.3 but does not include:

1.12.3.1 Any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.

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

1.12.3.3 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.'

1.13 "Key Contracting Person" means any person or business listed in Exhibit A to the Affidavit attached to this Contract and marked Attachment J.

1.14 "Parties" and "Party" means the County and/or Contractor.

1.15 "Poverty Income Guidelines" means the guidelines established by the United States Office of Health and Human Services for the current Fiscal Year of the federal government.

1.17 "Reimbursable," "Allowable," or "Authorized Costs" means those amounts authorized to be paid by County to Contractor under the terms of this Contract with Contract Funds.

1.18 "Subcontract" means any agreement between Contractor and another party to fulfill, either directly or indirectly, any of the requirements of this Contract, in whole or in part.

1.19 "Subcontractor" means any party providing services required or allowed under this Contract to an Eligible Client or to Contractor under an agreement between Contractor and that party, including contractor(s), subcontractor(s), and other subrecipient(s) of Contractor, and any party or parties providing services for Contractor which will be paid for using Contract Funds committed by County to be paid to Contractor under this Contract.

IV. KEY PROVISIONS

2.0 CONTRACT TERM

2.1 **Initial Term.** The Parties agree that this Contract shall continue in full force for the Initial Term which begins March 1, 2012, and terminates March 30, 2013, unless earlier terminated by the Parties pursuant to the terms of this Contract.

2.2 Renewal Term(s)

2.2.1 **Written Renewal.** Unless sooner terminated in compliance with the provisions of this Contract, this Contract may only be renewed by action evidenced in writing and executed by County and Contractor.

2.2.2 **Renewal Provisions.** Unless sooner terminated pursuant to the terms of this Contract, and conditioned upon the approval by the Commissioners Court of continued funding during the budget process related to the Renewal Term, and within the limits of that budgetary approval, this Contract may be renewed under Section 2.2 by written agreement signed by County and Contractor for up to six (6) additional one-year periods, or for whatever time period is agreed to in writing by County and Contractor. The exercise of any option to renew under this provision shall be with the understanding that all terms and conditions, including the negotiated rates, remain unchanged and in full force and effect, unless this Contract is specifically amended pursuant to Section 4.0 of this Contract to make any changes in those terms. Non-competitive renewal shall be based upon the Contractor's positive performance and County's continuing need for the services as determined by County.

3.0 CONTRACT FUNDS

3.1 **Contract Funds Amount.** Subject to Sections 6.0 - 8.0, and other applicable provisions, during the Initial Term, County shall make available for payment to Contractor for services provided pursuant to the terms of this Contract, funds in an amount not to exceed:

\$ 0.00

4.0 AMENDMENTS, CHANGES OR MODIFICATIONS

4.1 **Written.** Unless specifically provided otherwise in this Contract, any amendment, change or modification ("Amendment") to the terms of this Contract or any attachments to it shall be made in writing and signed by both Parties. No Amendment concerning this Contract shall be of any force or effect unless entered into pursuant to this Section 4.0.

4.2. **Authority to Change.** CONTRACTOR AGREES THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS CONTRACT OR ANY ATTACHMENTS TO IT UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE COMMISSIONERS COURT UNDER A SPECIFIC PROVISION OF THIS CONTRACT OR BY SEPARATE ACTION BY THE COMMISSIONERS COURT.

4.3 **Non-Compliance.** Contractor agrees that any action taken by Contractor which does not comply with the terms of this Contract and which has not been approved under the terms of the Contract or written amendment thereto (pursuant to this Section 4.0) subjects Contractor to disallowance of payments related to such actions and possible termination of this Contract. Verbal discussion or other indications of changes to this Contract will NOT be effective.

4.4 **Submission.** Contractor shall submit all requests for all Amendments (including all changes, modifications, alterations, additions or deletions) of the terms of this Contract or any attachment to it to the Travis County Purchasing Agent with a copy to the County Executive . Upon agreement by the County Department, the request will be presented by the Purchasing Agent to the Commissioners Court for consideration. No changes will be effective as to County until approved in writing by Commissioners Court (or Purchasing agent under Section 4.5).

4.5 **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. GOVT 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.

5.0 ENTIRE AGREEMENT

5.1 **All Agreements.** All oral and written agreements between the Parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract, including the applicable terms of the Contract, have been reduced to writing and are contained in this Contract.

5.2 **Attachments.** The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Contractor in accordance with all terms of this Contract. Attachments not completed as a part of this Contract will be deemed not applicable to services provided. For the Initial Term, the items marked by a "*" are expected to be completed to reflect services provided under this Contract.

- | | | |
|---------|--------------|--|
| *5.2.1 | Attachment A | Program Cover Page - Form # 2 |
| 5.2.2 | Attachment B | Program Work Statement - Form # 3 |
| *5.2.3 | Attachment C | Special Conditions (if applicable) |
| 5.2.4 | Attachment D | Program Budget - Form # 4 |
| 5.2.5 | Attachment E | Program Budget Narrative - Form # 5 |
| 5.2.6 | Attachment F | Total Program Staff Positions and Time – Form #6 |
| 5.2.7 | Attachment G | Total Program Funding Summary - Form # 7 |
| 5.2.8 | Attachment H | Subcontracted Expense Form - Form # 8 |
| *5.2.9 | Attachment I | Performance Report Definition Tool - Form # 9 |
| *5.2.10 | Attachment J | Insurance Requirements |
| *5.2.11 | Attachment K | Ethics Affidavit |

V. FINANCIAL PROVISIONS

6.0 CONTRACT FUNDS

6.1 **Maximum Funds.** Subject to the requirements of this Section 6.0 and other applicable provisions

of this Contract, in consideration of full and satisfactory performance of the services and activities provided by Contractor under the terms of this Contract, as determined by County, County shall provide Contract Funds not to exceed the following amount during the Initial Contract Term:

\$ 0.00

6.2 Fiscal Year Limitations.

6.2.1 County Budget. Contract Funds will be provided as further set forth in Attachment C, "Budget," of this Contract. Contractor agrees that the sum stated in Sections 3.0 and Section 6.1 is the maximum amount to be paid by County to Contractor during the Initial Contract Term unless Sections 3.0 and 6.1 are changed pursuant to Section 4.0, "Amendment," and that the total costs of this Contract shall in no event exceed the amount included in the County's budget and designated for this purpose for this Contract unless or until an increase in the County budget is approved by the Commissioners Court. If this Contract is renewed under Section 2.2, it is understood and agreed that the amount set forth in the "Budget" will be amended, as necessary, for each Renewal Term to reflect those amounts approved by the Commissioners Court in its budget process for that Contract Term.

6.2.2 Fiscal Year Division. Contractor expressly agrees that County funding obligations can ONLY be incurred for the portion of any Contract Term corresponding to a time period included in the approved budget for any one Fiscal Year. As a result, of the total set forth in Section 6.1, Contractor cannot invoice, and will not be paid for expenditures during the following designated periods which are greater than the following amounts:

- | | | |
|-----|-------------------------------------|----------------|
| (a) | March 1, 2012 – September 30, 2012 | (70% of Total) |
| | \$ 0.00 | |
| (b) | October 1, 2012 - December 31, 2012 | (30% of Total) |
| | \$ 0.00 | |

6.2.3 Subsequent Fiscal Year Funding. Contractor agrees that Contractor cannot invoice and will not be paid for services provided between March 1, 2012, and September 30, 2012, from designated under Section 6.2.1(b). Contractor agrees that funds set out in Section 6.2.1(b) are contingent upon approval of such funding for the Contract by the Commissioners Court in the budget process related to the Fiscal Year beginning October 1, 2012; and that the amount set forth under Section 6.2.1(b) may be decreased or eliminated by the Commissioners Court during that budget process without liability of County to Contractor. This Section 6.2 will apply to any future Contract Term(s) within the Fiscal Year dates applicable to that Contract Term(s).

6.2.4 Budget Period Limits. In no event shall any provision of this Contract or any agreement subject to this Contract be interpreted to obligate the County beyond the funds approved by the Commissioners Court for any Fiscal Year/budget period. Payments by County during the Initial Term or any Contract Term shall be subject to the Fiscal Year limitations applicable to this Contract.

7.0 INVOICING AND PAYMENT

7.1 Request for Payments.

7.1.1 Monthly Request. Each month during any Contract or Renewal Term, Contractor shall file, within the time limits set forth in this Section 7.0, and pursuant to applicable requirements of this Contract, the complete and correct (as determined by County Department) Request for Payment form(s) (Attachment E) and complete backup documentation. Contractor agrees that additional documentation supporting Contract expenses, such as signed timesheets, invoices, receipts, purchase orders or other

information, will be reviewed by County during monitoring visit(s), and that additional reporting requirements may be implemented by County at any time that such monitoring or review reveals a need for such, as determined by County.

7.1.2 Timely Filing of Request.

a) Filing. The Request for Payment form(s) shall be filed with the TCHHSVS within fifteen (15) days of the end of the month for which services are provided. Any delay by Contractor in the filing of the complete and correct Request for Payment form(s) may impact the ultimate receipt of payment by Contractor. County shall pay Contractor for authorized expenditures, as determined and approved by the County Department reported in that Request for Payment within thirty (30) days of receipt by TCHHSVS of that complete and correct (as defined in this Contract) Request for Payment in accordance with the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251).

(b) Request Limitation. County shall not be liable to Contractor for any costs incurred and paid by Contractor in the performance of this Contract which are not billed to County under the applicable terms of this Contract within sixty (60) days following the provision of the service or sixty (60) days following the termination of this Initial Contract Term (or any Contract Term, as applicable to the term in which the services were provided), whichever occurs first. Costs billed by Contractor on or after the 61st day following provision of services or the termination of any Contract Term (whichever applies) shall be considered disallowed and may not be paid by County.

7.1.3 Content. Billing detail must include, at a minimum, that information set forth in Section 18.2, and other applicable provisions, of this Contract. Contractor may only request payment for actual costs incurred and paid by Contractor pursuant to the terms of this Contract.

7.1.4 Complete and Correct Request. Contractor understands and agrees that the payment by County of the Request for Payment amount will only be made where a complete and correct Request for Payment is determined by County to have been filed.

7.1.5 Contractor Corrections. If County determines that corrections and/or changes to the Request for Payment are necessary, the Request for Payment will be returned to Contractor and those corrections or changes must be made by Contractor prior to the Request for Payment being certified by County for Payment as complete and correct. If the completion of those corrections and/or changes by Contractor and subsequent re-submission to TCHHSVS result in the delay of the certification of a Request for Payment (or "invoice") by County, Contractor understands and agrees that the time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will not begin to run until that invoice has been corrected so that it is, as determined by County Department, correct and complete as necessary for certification by County. The time for payment under the Prompt Payment Act (TEX. GOVT. CODE, Chapter 2251) will only begin at the receipt of the Request for Payment by TCHHSVS of what is determined, pursuant to this Subsection 7.1.5 and other applicable provisions, to be a complete and correct Request for Payment.

7.1.6 County Correction. At any time that County discovers a discrepancy in an invoice that would result in Contractor receiving up to Five Dollars (\$5.00) less than the amount invoiced, County may contact Contractor for written permission (via email or fax) to adjust the invoice according to the County's determination. Upon receipt of such written permission, County may adjust the invoice as agreed to by Contractor, and Contractor agrees to accept the resulting payment as payment in full; no further accounting will be made nor will any future payments be adjusted related to the amount so waived by Contractor under this provision. Contractor understands and agrees that consent under this Subsection 7.1.6 constitutes a complete and total waiver of the amount deducted from the total invoiced amount. This provision allowing for correction by County of a Request for Payment will ONLY apply where the County's determination of money to be paid to Contractor is less than the total amount shown on the Request for Payment; at any time that the

discrepancy involves and increase in the amount to be paid, the Request for Payment will be returned to Contractor for correction.

8.0 CONTRACT FUNDS RESTRICTIONS

8.1 County Payment.

8.1.1 Reimbursement Only. Contractor agrees that, unless otherwise specifically provided for in this Contract, payment by County under the terms of this Contract is made on a reimbursement basis only; Contractor must have incurred and paid costs prior to those costs being invoiced and considered allowable under this Contract and subject to payment by County.

8.1.2 Department Determination. County and Contractor also agree that determination of allowable expenses and payment of Contract Funds will be directed by County Department.

8.1.3 Pre/Post-Term Debts. County shall not be liable for costs incurred or performances rendered by Contractor before or after the Contract Term; for expenses not billed to County within the applicable time frames set forth in this Contract; for any payment for services or activities not provided pursuant to the terms of this Contract.

8.2 Maintenance of Funds. The Contractor shall deposit and maintain all monies received under this Contract in either a separate numbered bank account or in a general operating account, either of which shall be supported with the maintenance of a separate accounting fund or a general fund with a specific chart of accounts which reflect and identifies revenues and expenditures for the monies received under this Contract from County. Contractor agrees to provide County with copies of specific chart(s) of account(s) maintained under this Section 8.2 upon request of County.

8.3 Allowable Costs - Direct Performance. References to reimbursable costs in this Contract refer only to those costs or expenses authorized to be paid by County to Contractor under the terms of this Contract by Contract Funds. Costs shall be considered allowable only if, as determined by County, those costs are:

- (a) incurred and paid by Contractor directly and specifically in the performance of this Contract; and
- (b) incurred and paid by Contractor pursuant to all requirements of this Contract; and
- (c) incurred and paid by Contractor in conformance with budget documents attached hereto and in accordance with generally accepted accounting principles.
- (e) included and identifiable in Contractor's budget document attached to this Contract as required in this Contract.
- (f) incurred and paid as set forth in Section 8.1.1, and other applicable provisions.

8.4 Indirect Costs. Indirect Costs, as defined by generally accepted accounting principles, are not considered to be allowable costs under this Contract.

8.5 Specific Prior Authorization- Items NOT in Contractor's Budget. Section 8.3 notwithstanding, if the following are NOT in Contractor's specific budget documents (specific inclusion in the budget document will be considered approval), County's prior written authorization, through County Department, by the County Executive, is required in order for the following to be considered allowable costs, and therefore reimbursable under this Contract:

8.5.1 Non-Expendable Capital Acquisition. Purchases of any non-expendable Capital Acquisition Property which meets the following criteria:

(a) The following if with a value of more than \$500.00: Fax machines, stereo systems, cameras, video recorder/players, microcomputers, software, printers, microscopes, oscilloscopes, centrifuges, balances and incubators.

(b) any other tangible non-expendable property with a value of more than \$5,000.00.

8.5.2 Facilities. Alteration or relocation of facilities.

8.5.3 Professional Services. The acquisition of all consultant or professional services, as may be approved under the terms of this Contract. All consultant or professional services must be documented utilizing the appropriate County form.

8.5.4 Out Of Town Travel. Out of town travel shall be approved/reimbursed pursuant to Section 8

8.5.5 Notification. Contractor shall provide County, through TCHHSVS, written notification of any change in vendor or subcontractor (including consultants) which has been identified in Contractor's budget prior to submission of a Request for Payment related to such vendor or subcontractor in order to ensure timely payment.

8.5.6 Failure to Obtain Approval. Any costs which are described by this Subsection 8.5 which are incurred by Contractor without the required approval may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6 **Out of Town Travel Expenses.**

8.6.1 Allowable Travel. In order to be considered a reimbursable expense under this Contract, all travel must be for a purpose directly related to the provision of services under this Contract (with supporting documentation available for review by County). Individual(s) included in travel must either be employees or volunteers who must participate in such travel in order to further the provision of services provided under this Contract. Final determination of such relationship shall be made solely by County and Contractor understands and agrees that, if Contractor is in doubt about the relationship of the travel or participants to County services, it is the Contractor's obligation to secure written County determination prior to incurring the travel cost, or risk such costs being disallowed by County.

8.6.2 Budget. Travel will be considered approved only if the expense of such travel is included in Contractor's budget and the details of the travel have been provided according to the Out Of Town Travel Form ("Travel Form") attached to this Contract as Attachment E(v). If that Travel Form has not be completed and included in this Contract, then the Travel Form must be completed and submitted to County through the County Department for written approval by the County Executive or her designated representative prior to the travel taking place. Contractor agrees to provide such information within a timeframe that will allow sufficient time for review and approval by County Department prior to incurring such expense. Expenses set out in the Travel Form must meet the requirements in Section 8.6.4 below and must fall within the amount set forth in Contractor's budget for travel.

8.6.3 Failure to Obtain Approval. Any costs incurred related to travel without the approval required under this Section 8.6 may be considered disallowed; and may not be paid by County; or payment may be delayed.

8.6.4 County Policies. Expenses for travel and attendance to destinations outside the City of Austin/Travis County are NOT considered an allowable expense and will not be reimbursable under this

Contract unless those expenses meet the following criteria (and documentation is provided/made available supporting compliance with these requirements) and all requirements of this Section 8.6:

- (a) Mileage -
 - Reimbursed at the annual standard rate set by the Internal Revenue Services.
 - Starts from the employee's regular work place on business workdays and from the employee's home on non-work days and holidays.
 - Travel out of county greater than 1000 miles round-trip - transportation expenses are reimbursed in an amount not to exceed the cost of round-trip coach airfare in effect at the time of the travel encumbrance.
 - Transportation expenses include lodging, meals and mileage incurred as a result of driving rather than flying.
- (b) Air Fare -
 - Not to exceed the rate of a non-refundable coach fare in effect at the time of the travel encumbrance
- (c) Accommodations -
 - Based on rates, plus taxes, quoted by the lodging place if government rates are not available.
 - Supporting documentation of lodging place and quoted rates must be provided
- (d) Meals -
 - \$39.00 per day including gratuities without receipts
 - OR
 - Up to \$50.00 per day for meals and gratuities up to 15% if receipts are submitted
 - Only if required to be away from home overnight
 - No reimbursement for alcoholic beverages
- (e) Incidental Expenses -
 - Actual costs of car rentals, taxi fares, parking fees, and bus fares if receipts are attached
 - Mileage for two round trips to airport if choose to get a ride instead of parking
 - Cab fare to and from airport
 - No reimbursement for extracurricular activities such as golf, tennis, entertainment, movies, tours or sport events
 - No payment for fines for violation of the law such as parking tickets, speeding tickets, etc.
 - No payment for food and/or beverages provided at meetings or in-house training
- (f) Alternate Travel -
 - May be reimbursed for alternate travel arrangements (transportation mode, accommodations, or schedule) provided that the cost is not greater than the least expensive alternative if pre-approved

Out of town travel expenses under this Section 8.6 which do not meet the specified County criteria cannot be approved by the County Executive , but would have to be taken to the Commissioners Court for approval PRIOR to travel. All out-of-town travel expenses must be included in Contractor's budget.

8.7 **Overtime Compensation.** Contractor may use any Contract Funds to pay overtime and/or the associated fringe benefits on such overtime if the overtime meets the following requirements:

- (a) Amount is included in the Contractor's budget; and
- (b) Amount is actually incurred by a Contractor employee who holds a position which is included in the budget for reimbursement by County Funds (as documented by a signed timesheet); and
- (c) Amount is incurred as a necessity in the provision of direct services provided under this Contract; and

(d) Contractor maintains and implements a written policy concerning overtime compensation which manages and controls the use of overtime to minimize the need for overtime compensation.

8.8 **Non-Allowable Costs.** The following are not reimbursable costs, whether incurred directly or indirectly in performance of this Contract and may not be included in Contractor's budget:

(a) Other Post Employment Benefits (OPEB) for employees whether or not those costs are for current year benefits, prior year benefits, or future year benefits.

(b) Employee recognition, rewards, or awards other than performance pay pursuant to compensation schedules.

(c) Entertainment and gifts, including meals or beverages, even if related to a business purpose. This subsection (c) notwithstanding, the Contract will pay for an employee's own meal and beverage expenses incurred during out-of-town trips or conferences related to services provided under this Contract if properly budgeted and if incurred according to the Contractor's travel policy as approved by County.

(d) Legislative consultant services.

(e) Donations to non-profit or private organizations.

(f) Legal services provided to Contractor.

(g) General consulting services that are not directly provided as a specific program service.

9.0 **RETURN OF CONTRACT FUNDS**

9.1 **Contractor Liability.** Contractor shall be liable to County and refund money paid and/or advanced to Contractor upon a determination by County that payment or advance:

- 9.1.1 has resulted in overpayment
- 9.1.2 has not been spent strictly in accordance with Contract terms
- 9.1.3 exceeds the total expenditures actually reported by Contractor
- 9.1.4 is to be disallowed pursuant to financial, performance and/or compliance audit(s)
- 9.1.5 was inappropriately transferred according to Section 11.0

9.2 **Return of Funds.** Return of funds under this Section 9.0 shall be made by Contractor to County within thirty (30) days of request by County. County may offset the amount of any funds owed under this Section against the next advance or payment to Contractor under this or any subsequent contract if the return of funds is not made within that thirty (30) day period.

10.0 **AUDIT**

10.1 **Annual Audit.** Unless otherwise authorized by County, through TCHHSVS, under the terms of this Contract, Contractor shall arrange for the performance of an annual (at least one time during each consecutive 365-day period) financial audit of Contract Funds to be performed within 180 days of the Contractor's fiscal year end, subject to the following conditions and limitations:

10.1.1 **Single Audit.**

a. **Single Audit Act Application.** For each Fiscal Year included within a Contract period specified in Section 2.0 ("Contract Term") of this Contract in which Contractor expends a total of

\$500,000 or more in Federal awards from all sources, Contractor shall have an audit conducted in accordance with the Single Audit Act of 1984, 31 U.S.C., Section 7501 et seq., and OMB Circular No. A-133, "Audits of States, Local Government and other Non-Profit Organizations."

b. No Single Audit Act Application. Contractors not subject to the Single Audit Act, and expending \$500,000 or more during the Contractor's fiscal year must have a full financial audit performed. If less than \$500,000 is expended, then a financial review is acceptable, pursuant to the requirements of this Contract.

c. Performance Requirements. The audit or review must be:

(i) performed by an independent Certified Public Accountant ("CPA"), recognized by the regulatory authority of the State of Texas and a member in good standing of the American Institute of Certified Public Accountants; and

(ii) made in accordance with generally accepted auditing standards and procedures for a non-profit organization and auditing standards (including a Statement of Functional Expenses) as stated in the "American Institute of Certified Public Accountants Industry Audit Guide - Audits of Voluntary Health and Welfare Organization;" and

(iii) provided for any/each of Contractor's Fiscal Years in which County Funds are provided.

10.1.2 Entire Operations Option. At the option of Contractor, each audit or review required by this Section 10.0 may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered Contract Funds.

10.1.3 Financial Records. Contractor must maintain records which adequately identify the source and application of funds provided for those services purchased with Contract Funds. These records must contain information pertaining to authorizations, obligations, un-obligated balances, assets, liabilities, outlays or expenditures and income related to Contract Funds.

10.1.4 Copies. Contractor shall provide two (2) copies of its most recent report of the complete financial audit and the auditor's opinion and management letters, or the review, to County through TCHHSVS within 180 days of the end of the Contractor's fiscal year end, unless County approves alternative arrangements in writing. In any event, such copies shall be provided no later than September 30 of each year in which County funds are received under this Contract. County Department will complete final review of such reports within a reasonable time after September 30 of each year upon receipt of such reports. Copies of the report shall also include the auditor's opinion and letters to management. Reviews and audits performed under Section 10.1 are subject to consideration and resolution by County or its authorized representative. Failure to provide such copies in a timely manner may result in delay of payment, suspension or termination of the Contract by County.

10.1.5 Continued Obligation. The expiration or termination of this Contract shall in no way relieve Contractor of the obligation to meet the requirements of this Section 10.0 in the manner or format prescribed by County.

10.1.6 Cost of Audit. Contractor understands and agrees that all or a portion of the cost of the annual audit as required under this Section 10.0 may be considered an allowable cost and reimbursable under this Contract if the following requirements are met:

(a) cost is included in Contractor's budget, with the Subcontractor providing such services correctly identified; and

(b) the cost billed to County is no greater than the percentage relationship of County Contract Funds to Contractor's total annual budget, with the cost of the audit being a reasonable cost for such services as agreed to by County. For example, if the total amount of County Contract Funds provided under this Contract is ten percent (10%) of the total Contractor annual budget, then County Contract Funds may be used to reimburse up to ten percent (10%) of the total cost of the annual audit.

10.2 **County Audit.** Notwithstanding Section 10.1, County reserves the right to conduct an annual financial, compliance, and/or performance audit of the Contract. Contractor agrees to permit County or its authorized representative, to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

10.3 **Facilitation.** Contractor shall take whatever action is appropriate to facilitate the performance of any audits conducted pursuant to Section 10.0 that County may reasonably require of Contractor. Such action shall include provision of access to Contractor's facilities during Contractor's regular business hours for County to conduct an audit, and the County shall consider reasonable times and places to review records or interview individuals. Adequate and appropriate workspace shall be made available to County or their designees, and all requested records shall be made readily available.

10.4 **Contractor Audit Records.**

10.4.1 **Content.** Records of Contractor, its subsidiaries, Subcontractors and affiliates subject to audit shall include, but not be limited to accounting records, written policies and procedures, subsidiary records, correspondence, and any other records which are pertinent to revenue and related costs and expenses of this Contract. This includes, to the extent such detail will properly identify all revenues, all costs, including direct and indirect costs of labor, material, equipment, supplies and services and all other costs of expenses of whatever nature relating to this Contract (all the foregoing to be referred to as "Records").

10.4.2 **Subcontractors.** Contractor shall require all Subcontractors, sub-consultants, insurance agents, contractors, and suppliers related to this Contract to comply with the provisions of this Section 10.0, and any other provisions so designated within this Contract, by inserting the requirements in this Section 10.0 in any written contract agreements executed between the Contractor and other related parties.

11.0 TRANSFER OF FUNDS. Notwithstanding Section 4.0, and as specifically applicable, Contractor may transfer Contract Funds without a written amendment to this Contract **ONLY** if **ALL** of the following requirements are met:

11.1 the transfer moves funds **ONLY** between line items within the SAME funding source (as set forth in Section 6.0) and program ("Program"). IF Contractor is uncertain as to the definition of "line item" and "program" as used in this provision, Contractor is responsible for contacting TCHHSVS for a determination as to the applicability of this requirement to the Contractor's request for transfer; and

11.2 the cumulative amount of the transfers between direct budget categories (Personnel, Operating Expenses, Direct Assistance and/or Equipment/Capital Outlay) is not more than ten percent (10%) of the Contract total for that Program shown in Section 6.1; and

11.3 the transfer will not change the scope or objective of the programs funded under this Contract, solely as determined by County through TCHHSVS prior to transfer; and

11.4 Contractor submits a budget revision form to the County through TCHHSVS prior to, or simultaneously with, the submission of the Contractor's first monthly billing to the County following the transfer which shall reflect such changes.

11.5 Contractor agrees that failure to meet the requirements of Section 11.1 - 11.4 may result in any

transfer of funds being disallowed; as such, the disallowed amount may not be paid by County. If County determines that payment has been made incorrectly for expenses in violation of this Section 11.0, Contractor agrees to refund such payment in full to County within twenty (20) days of written request by County for such refund.

12.0 FORMS

12.1 **W-9 Taxpayer Identification Form.** Contractor shall provide the County Purchasing Agent with an Internal Revenue Service Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code and its rules and regulations, and a statement of entity status in a form satisfactory to the County Auditor. Contractor understands that this W-9 Form must be provided to the County Purchasing Agent before any Contract Funds are payable. If there are any changes in the W-9 form during the Initial Term or any Renewal Term of the Contract, Contractor will immediately provide the County Purchasing Agent with a new and correct W-9 form. Failure to provide such form within the time required may result in delay of payment, suspension or termination of the Contract, or other action as deemed necessary by County. Any changes in the W-9 Form are also subject to the requirements of Sections 26.0 and 28.0, as applicable.

12.2 **IRS 990 Form.** Contractor shall provide the Purchasing Agent with a copy of its completed Internal Revenue Service Form 990 (Return of Organization Exempt From Income Tax) for each calendar year within 180 days of the Contractor's fiscal year end, but no later than September 30 of each year in which County funds are received under this Contract. If Contractor has filed an extension request which prevents the timely provision of the form 990, Contractor shall provide the Purchasing Agent with a copy of that application for extension of time to file (IRS Form 2758) within thirty (30) days of filing said form(s), and a copy of any final document(s) immediately upon receipt of such document(s).

13.0 OUTSTANDING DEBT.

13.1 **Assignment for Taxes.** Notwithstanding anything to the contrary contained in this Contract, if Contractor is delinquent in the payment of property taxes, or of any taxes due to Travis County, at any time of invoicing for payment, Contractor hereby assigns any payment and/or advance to be made for services and performance provided under this Contract to the Travis County Tax Assessor-Collector for payment of delinquent taxes, and authorizes County to transfer those funds directly to the Travis County Tax Assessor-Collector.

13.2 **Disbursements to Persons With Outstanding Debt.** Contractor agrees that:

13.2.1 Disbursements to persons with certain outstanding debt is prohibited by Section 154.05 of the Texas Local Government Code.

13.2.2 Pursuant to Section 13.2.1, 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:

- and
- (a) the County Treasurer notifies the Contractor in writing that the debt is outstanding;
 - (b) the debt is paid.

13.2.3 "Debt" as used in this Section 13.0 includes delinquent taxes, fines, fees and indebtedness arising from written agreement with the County.

13.2.4 County may apply funds County owes Contractor to the outstanding balance of debt for which notice is made under Section 13.2.2 above if the notice includes a statement that the amount owed by the County to Contractor may be applied to reduce the outstanding debt.

13.3 **Payment of Taxes.** Contractor agrees that Contractor will be liable for compliance with all federal, state, and local laws and requirements regarding: income tax, payroll tax, withholding, excise tax and any other taxes. Contractor accepts responsibility for the compensation of employees for purchasing any liability, disability or health insurance coverage deemed necessary by Contractor or required by law and for providing federal and state unemployment insurance coverage and standard Workers' Compensation Insurance coverage. Contractor will not be treated as an employee of County with respect to the services performed under the terms and conditions of this Contract for federal and state tax purposes. If Contractor is not a corporation, Contractor further understands that the Contractor may be liable for self-employment (social security) tax, to be paid by Contractor according to law. Contractor must be able to demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. County will not be responsible for payment of any of the above costs of Contractor.

13.4 **Non-delinquency on Federal Debt.** Contractor, by signing this Contract, certifies that Contractor is not delinquent in repaying any Federal debt; has not been judged to be in default on a Federal Debt; and has not had a judgment lien filed against it as a result of a Federal debt. Failure to maintain this status will result in action by County up to and including termination of this Contract.

VI. RESPONSIBILITIES AND OBLIGATIONS OF CONTRACTOR

14.0 CONTRACTOR PERFORMANCE

14.1 Services and Activities.

14.1.1 **Requirements.** During any Contract Term, Contractor shall perform, in a satisfactory manner as determined by County, through County Department, (based on information and data as provided by and through Department) services and activities in accordance with the terms of Attachment A, "Work Statement" Attachment B, "Special Conditions (if applicable)" and Attachment C, "Program Budget;" and with all other terms and conditions stated in this Contract.

14.1.2 **Failure to Perform.** In the event of Contractor's non-compliance with any term of this Contract, including, but not limited to timely submission of any report, record or notification, County may impose such sanctions as determined to be necessary by County, including, but not limited to:

(a) Withholding of payments to Contractor under the Contract until Contractor complies with the term of the Contract:

(b) Suspension, termination or cancellation of the Contract, in whole or in part.

The above actions by County may be taken in addition to any other specific action set forth in any provision of this Contract or allowed by law.

14.1.3 **Assurance of Intent.** Whenever County in good faith has reason to question Contractor's intent to perform, County may demand that Contractor provide to County written assurance of their intent to perform. In the event a demand is made by County and Contractor gives no assurance within thirty (30) days of receipt of the written notice of such demand, County may treat this failure as an anticipatory repudiation of this Contract.

14.2 Policies.

14.2.1 **General Policies.** The Contractor is required to maintain written policies and procedures approved by its governing body and to make copies of all policies available to the County Department upon request. At a minimum, written policies shall exist in the following areas: Financial Management; Subcontracting and/or Procurement; Equal Employment Opportunity; Personnel; Client and Personnel

Grievance (as further set forth in Section 14.2.2); Nepotism; Non-Discrimination of Clients; Drug Free Workplace; the Americans With Disabilities Act; and any other policies or procedures as might be required by law or reasonably required by County.

14.2.2 Grievance Policies.

a. Procedure. Contractor shall, and shall require all Subcontractors to, have in place an appropriate written grievance review procedure to receive and resolve complaints and shall provide the County Department with a copy of such procedure immediately upon request by County. County has no responsibility for resolution of any grievances or complaints against Contractor regarding any services provided in relation to this Contract, and Contractor agrees to advise Subcontractors of such in any agreement with Contractor for provision of services related to this Contract. Included in the procedure will be the obligation of Contractor to make timely written communication to the County Department regarding potential quality or utilization issues evidenced in any grievance and thus identified and referred to Contractor for action and resolution; and Contractor hereby agrees to make such timely communications to County.

b. Monitoring. Contractor agrees that specific grievances and complaints will be monitored and a mechanism utilized to track and promptly resolve any participant issues, problems, or complaints. Records of the resolution of grievances shall be maintained by Contractor and made available for monitoring by County through the County Department.

14.3 Contractor Communication.

14.3.1 TCHHSVS and ATCHHSD. Contractor understands and agrees that this contract is entered into by and between Contractor and County only. While there may be some interaction between TCHHSVS and the City of Austin's Travis County Health and Human Services Department ("ATCHHSD"), or other City of Austin-related departments, those activities will be administrative in nature and operating only between TCHHSVS and ATCHHSD as determined by those two entities. Neither the terms of this Contract nor activities between TCHHSVS and ATCHHSD infer, imply or create any responsibility or obligation between the City of Austin and Contractor.

14.3.2 General Communication. Contractor and County agree that, unless otherwise designated specifically in any provision, all communication, requests, questions, or other inquiries related to this Contract shall initially be presented by Contractor to the County Department through the County Executive .

14.4 Miscellaneous Provisions.

14.4.1 Other Agreements. It is understood and agreed by both Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by the Parties.

14.4.2 Non-retaliation. Contractor may not discriminate or retaliate in any way against any employee or other person who reports a violation of the terms of this Contract or of any law or regulation or any suspected illegal activity by Contractor to County or to any appropriate law enforcement authority, if the report is made in good faith.

14.4.3 Contractor Responsibility. Contractor shall bear full responsibility for the integrity of fiscal and programmatic management. Such responsibility shall include: accountability for all funds and materials received from County; compliance with County rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and County's monitoring processes. Ignorance of any Contract provision(s) shall not constitute a defense or basis for waiving or appealing such provisions of requirements.

14.5 **Directors' Meetings.** Contractor shall keep on file copies of notices of Directors' Meetings, Board Meetings, or Subcommittee or Advisory Board meetings and copies of minutes from those meetings. Upon request by County, copies of any of the above shall be provided to County Department.

14.6 **Ownership of Property.**

14.6.1 **Capital Acquisition Property ("Property").** For purposes of this Contract, "Capital Acquisition Property" (or "Property") shall be considered to be any tangible, non-expendable property purchased with Contract Funds.

14.6.2 **Title.** To the extent that Contract Funds are used to purchase any Property, title to such Property shall vest in Contractor subject to the requirements of this Section 14.6.

14.6.3 **Notice.** Written notification must be given to the County Purchasing Agent pursuant to the "Notice" provision of this Contract within five (5) calendar days of delivery of Capital Acquisition Property, and County will then effect identification and recording of such Property for inventory purposes. Written notification must be given to the County Purchasing Agent within five (5) calendar days of any change in the status of such Property related to the terms of this Section 14.6. The Contractor shall maintain adequate accountability and control over such Property, shall maintain adequate Property records, and shall perform an annual inventory to be reported to the County Purchasing Agent no later than September 30 of each year in which Contract Funds are received, and for up to two years after the termination of this Contract (or the time which title vests in Contractor under Section 14.6.7) as required under Section 14.6.9. Records and reports shall contain the necessary information and documentation to support compliance with this Section 14.6.

14.6.4 **Encumbrances.** Contractor shall not give any security interest or lien in, or otherwise encumber such Property purchased with Contract Funds.

14.6.5 **Budget.** Property purchased by Contractor with Contract Funds must be included and identified in Contractor's budget.

14.6.6 **Contract Use.** Property may only be purchased utilizing Contract Funds if such Property will be utilized by Contractor to provide or further the provision of the services purchased by County under this Contract. Such Property may also be used outside the area of this Contract only if such use does not interfere with or diminish the work required under this Contract. Within the limits of this Section 14.6, Contractor shall continue to use such Property in a manner which supports provision of the services provided under this Contract throughout the term of this Contract and for two years after the termination of this Contract (or the time when title vests in Contractor under Section 14.6.7).

14.6.7 **Time Limit.** Limitations of this Section 14.6 only apply to Property which is less than twenty-four (24) months old. Once any Property is more than twenty-four (24) months old, the requirements of this Section 14.6 cease to apply, and the title to the Property shall vest in Contractor free and clear of any obligations to County.

14.6.8 **Trade or Sale.** If Contractor uses such Property as a trade-in or sells such Property, the proceeds shall either be used to purchase replacement equipment for a similar use or returned to County through the Purchasing Agent. Contractor shall notify the Purchasing Agent of such disposition and the identity of the new Property where replacement equipment is purchased. All requirements of this Section 14.6 shall attach to such replacement Property with time requirements as to the new Property beginning the date of purchase.

14.6.9 Certification. Contractor (through its Executive Director or other authorized signatory) shall provide annual written and signed notice to the Purchasing Agent regarding all Property and certifying the continued use of such Property in compliance with this Section 14.6. This Certification shall be included with the annual inventory provided under Section 14.6.3.

14.6.10 Failure to Continue Use. If Contractor cannot continue to meet the requirements of this Section 14.6 regarding Property, then Contractor shall either provide cash compensation for such Property to County in an amount equal to the fair market value of the Property (as agreed to by County), or return such Property to County through the Purchasing Agent, or request in writing disposition instructions from the Purchasing Agent which instructions shall then be followed by Contractor.

14.6.11 Responsibility. Contractor shall assume responsibility for the protection of all physical property and equipment (Property) purchased under this Contract, and shall take appropriate measures to meet this obligation. Contractor shall furnish the County Purchasing Agent with a written, factual report of the theft of, or damage to, any Property purchased under this Contract. In the event of any theft, vandalism, or other offense against the Property, Contractor shall notify the appropriate local law enforcement authorities and the County Purchasing Agent immediately.

14.6.12 Competitive Bidding. Contractor shall ensure that all purchases made using County Contract Funds provided under this Contract, either by Contractor or Subcontractor(s), will be made according to established and applicable statutory requirements relating to competitive bidding.

14.7 Long-Term Strategic Planning. Contractor agrees to participate to the extent possible in the long-term strategic planning process as developed by CAN and/or requested by County.

14.8 Insurance.

14.8.1 Requirements. Contractor shall have, and shall require all Subcontractors providing services under this Contract to have, Standard Insurance sufficient to cover the needs of Contractor and/or Subcontractor pursuant to applicable generally accepted business standards as set forth in Attachment H, "Insurance Requirements." Depending on services provided by Contractor and/or Subcontractor, Supplemental Insurance Requirements or alternate insurance options as set forth in Attachment F, "Insurance Requirements," may be imposed.

14.8.2 Submission of Certificate. Contractor shall submit to the County Purchasing Agent Certificates of Insurance no later than ten (10) working days after execution of this Contract by the Parties. Contractor shall not begin providing services under this Contract until the required insurance is obtained and until such insurance certificate has been received by the County Purchasing Agent.

14.8.3 No Liability Limitation. Acceptance of insurance by County shall not relieve or decrease the liability of Contractor with regard to its responsibilities under this Contract and shall not be construed to be a limitation of liability. Contractor shall provide new Certificates of Insurance within ten (10) working days of any Renewal Term of this Contract under the terms of this Section 14.8.

14.8.4 Review and Adjustment. County reserves the right to review the insurance requirements set forth in this Contract during the effective period of this Contract and to make reasonable adjustments to insurance coverages, limits and exclusions when deemed necessary and prudent by County based on changes in statutory law, court decisions, the claims history of the industry or financial conditions of the insurance company or Contractor. Contractor shall not cause or allow any insurance to be cancelled nor allow any insurance to lapse during the Contract term.

14.9 **Indemnification and Claims.**

14.9.1 **INDEMNIFICATION.** Contractor agrees to and shall indemnify and hold harmless County, its officers, agents, and employees, from and against any and all claims, losses, damages, negligence, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees ("claims"), for injury to or death of any person, for any act or omission by Contractor, or for damage to any property, arising out of or in connection with the work done by Contractor under this Contract, whether such injuries, death or damages are caused by Contractor's sole negligence or the joint negligence of Contractor and any other third party. This indemnification shall apply to any claims arising in connection with any alleged or actual infringement of existing license, patents or copyrights applicable to materials used or produced under this Contract.

14.9.2 **Claims Notification.** If Contractor receives notice or becomes aware of any claim, or other action, including proceedings before an administrative agency, which is made or brought by any person, firm, corporation, or other entity against Contractor or County, Contractor shall give Department written notice within three (3) working days of being notified of this claim or threat of claim. Such notice shall include: written description of the claim; the name and address of the person, firm, corporation or other entity that made or threatened to make a claim, or that instituted or threatened to institute any type of action or proceeding; the basis of the claim, action or proceeding; the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and the name or names of any person against whom this claim is being made or threatened. This written notice shall be given in the manner provided in Section 26.0 of this Contract. Except as otherwise directed, Contractor shall furnish to County copies of all pertinent papers received by Contractor with respect to these claims or actions.

14.10 **Materials and Publications.** When material not originally developed by Contractor is submitted or included in a report, it shall have the source properly identified. This identification may be placed in the body of the report or included by footnote. This provision is applicable when the material is in a verbatim or extensive paraphrase format. Contractor and any Subcontractor, as appropriate, must comply with the standard patent rights clauses in 37 Code of Federal Regulations Section 401.14 or Federal Acquisition Regulations 52.227.1.

14.11 **Rights, Copyrights, Patents, and Licenses.**

14.11.1 **Property of County.** All reports, charts, schedules, or other appended documentation to any proposal, content of basic proposal, or contracts and any responses, inquiries, correspondence, and related material created and/or submitted by Contractor under the terms of this Contract shall become the property of County. Contractor may publish the results of the Contract performance at its expense with prior County review and approval. If County owns the copyright, any publication should include "© Travis County, P. O. Box 1748, Austin, Texas, 78767, (*the year of publication*), All Rights Reserved." If Contractor is the copyright holder, any publication shall include acknowledgment of the support received from County. At least six copies of any such publication must be provided to County through County Department. County reserves the right to require additional copies before or after the initial review.

14.11.2 **Copyright.** All work performed pursuant to the terms of this Contract that results in the production of original books, manuals, films, or other original material is the exclusive property of County. All right, title, and interest in and to said property shall vest in County upon creation. All work performed shall be deemed to be a "work made for hire" and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in County or such work may not be considered a work made for hire, all rights, title and interest in such works are hereby irrevocably assigned to County. County shall have the right to obtain and to hold in its own name any and all patents, copyrights, trademarks, service marks, certification marks, collective marks, registrations, or such other protection as may

be appropriate to the subject matter, and any extensions and renewals thereof. Contractor agrees to give County and agrees to require its Subcontractors to give County, or any person designated by County, all assistance required to perfect the rights defined in this provision, without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract according to the terms of this Contract.

14.11.3 Adherence and Indemnification. Contractor warrants and agrees that all applicable copyrights, patents, and licenses which may exist on materials used in this Contract have been adhered to; and that County shall not be liable for any infringement of those rights; and any rights granted to County shall apply for the duration of this Contract and for ten (10) years after termination of this Contract. -

14.11.4 License to Use. To the extent that title to any work may not, by operation of law, vest in County or such work may not be considered a work made for hire or be assigned to County, Contractor hereby grants to County an irrevocable, non-exclusive, non-transferable and royalty-free license to use, reproduce, publish, revise, make disposition of, prepare derivative works, distribute to the public, to perform, and to display publicly, for or on behalf of County according to law, any material (including software) that may be developed as part of the work under this Contract. If Contractor does not assert a copyright interest, any and all material developed by Contractor in the course of or pursuant to this Contract is an open record.

14.12 Miscellaneous Responsibilities.

14.12.1 Employee Offenses.

(a) Client Contact. Contractor agrees that no Employee ("Employee" being defined under this Section 14.12.2 as including volunteers or other persons working under the direction of Contractor in the provision of services under this Contract in a manner which involves direct Client contact) shall provide services in a manner which involves direct Client contact if that Employee has been convicted of having committed an offense of abuse, neglect, or exploitation or an offense against the person, an offense against the family, or an offense involving public indecency under the TEXAS PENAL CODE

(b) Procedure. Contractor agrees to have in place a written policy and procedures for verifying the criminal history and any current criminal indictment involving the offenses listed in this Section 14.12.2 of any Employee having direct contact with County clients, and shall maintain evidence of having processed all Employees through such procedure. Such policy and procedure must also address the evaluation and monitoring of Employees convicted of an offense under the TEXAS CONTROLLED SUBSTANCES ACT, but does not have to prohibit direct Client contact where Contractor determines, and documents the grounds for such determination, that such contact would pose no risk to the Eligible Client. Contractor shall also have in place a procedure for addressing the work of any employee alleged to have committed an offense listed under this section in a manner which will afford reasonable protection to Eligible Clients until such allegation is resolved.

(c) Waiver. In any circumstance under which Contractor believes that specific fact situations warrant a waiver of the requirements of this Subsection 14.12.1, in whole or in part, Contractor may present the details of such circumstance in writing to County, through the County Executive, for a determination as to such request for waiver. The requirements of Subsection 14.2.1 are waived by the County with respect to volunteers participating in the Point in Time County and the Homeless Resource Fair.

(d) Subcontractors. This Section 14.12.1 shall also apply to any employees of Subcontractors who have direct Client contact, and Contractor shall ensure that all Subcontractors have procedures in place to ensure compliance with this Section 14.12.1.

14.12.2 Offense Report. Contractor shall promptly report any suspected case of abuse, neglect or exploitation to the appropriate office(s) as required by the TEXAS FAMILY CODE, Chapter 261. All reports must be made within 24 hours of the discovery of the abuse or neglect.

14.12.3 Qualifications. If specific qualifications are set forth in job descriptions required by County, or attached to any position related to providing of services under this Contract, only personnel with the required qualifications will be assigned to fill functions unless a written waiver is granted by the County.

15.0 WARRANTS, AND ASSURANCES

15.1 Eligible Client Warranty. Contractor agrees that County is only authorized by law to provide certain services, and that the provision of those services must meet a public purpose as determined by County. To assure that County Contract Funds are spent for the provision of such authorized services in furtherance of such public purpose, Contractor warrants that the percentage of Eligible Clients (as defined by this Contract) receiving services under this Contract and funded by County Contract Funds compared to the total number of clients being served by Contractor under Contractor's total budget is equal to or greater than the percentage of County Contract Funds to total Contractor budget, and that County Contract Funds will be used by Contractor only for those purposes stated and agreed to under the terms of this Contract.

15.2 Accurate Information. Contractor warrants that all reports, data and information submitted to County will be accurate, reliable and verifiable. Approval by County of such shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

15.3 No Duplication. Contractor agrees that Contractor will report and receive payment for each service/Client solely from County Contract Funds pursuant to the terms of this Contract; and that there will be no duplicate payments from other sources for the same services paid for by County Contract Funds. Contractor will also ensure that this provision and prohibition of duplicate payment for services be included in any Subcontracts.

15.4 Benefit. Contractor agrees that all funds paid to Contractor under this Contract are paid in trust for the exclusive benefit of Eligible Clients and for the payment of allowable expenditures as set forth in this Contract.

15.5 Maintenance of Effort. Contractor agrees that Contract Funds may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to or provided through Contractor had this Contract never been executed.

15.6 Debarment, Suspension and Other Responsibility Matters. This Section 15.6 provides for compliance with certification requirements under 15 CFR Part 26, "Government-wide Debarment and Suspension." Contractor, by signing this Contract, hereby warrants and certifies that, to the best of its knowledge and belief, it and its principles:

(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency.

(b) have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b); and

(d) have not within a three year period preceding this Contract had one or more public transactions (Federal, State or local) terminated for cause or default.

Where Contractor is unable to certify to any of the statements in this Section 15.6, Contractor shall provide a written explanation of such inability prior to the effective date of this Contract for County's consideration and evaluation with the understanding that such may result in termination of this Contract by County.

16.0 COMPLIANCE

16.1 **Federal, State and Local Laws.** Contractor shall provide all services and activities performed under the terms of this Contract in compliance with the Constitutions of the United States and Texas and with all applicable federal, state, and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Contract and governing Contractor's general conduct of business, including, but not limited to: Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Section 794); the Americans With Disabilities Act of 1990, Public Law 101-336 [S.933] ("ADA"), Chapter 73, TEXAS ADMINISTRATIVE CODE, HEALTH AND SAFETY CODE, Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV); Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Privacy Standards adopted to implement HIPAA at 45 CFR Parts 160 and 164, at Section 164.512, and Occupations Code, Chapter 159, at Sections 159.003 and 159.004; Contractor shall not discriminate against any employee, applicant for employment, or Eligible Client based on race, religion, color, gender, national origin, age or handicapped condition. In performance of all Contract services and activities, Contractor will comply with applicable state and federal licensing and certification requirements, health and safety standards, and regulations prescribed by the U.S. Department of Health and Human Services and the Texas Department of Health.

16.2 Confidentiality.

16.2.1 **Method.** Contractor shall establish a method to secure the confidentiality of records and other information relating to Eligible Clients in accordance with the applicable Federal, State and local laws, rules and regulations, and applicable professional ethical standards. This provision shall not be construed as limiting the lawful right of access to Eligible Client information.

16.2.2 **Limited Access.** Prior to a scheduled monitoring or audit, Contractor agrees to submit to County, through TCHHSVS, in writing, any relevant requirement precluding County's access to Eligible Client information including the correct citation of the legal authority on which Contractor relies to support its claim that County is prohibited from access to the client information.

16.2.3 **Masking.** Upon authorization from County, through TCHHSVS, to render client files anonymous, Contractor agrees to mask information identifying clients in a way that will not obstruct County's monitoring and evaluative duties in any way.

16.2.4 **Collaboration.** If applicable, Contractor shall execute and have on file copies of memorandums of understanding or other agreements with other governmental entities within Travis County and/or the City of Austin with whom Contractor will be sharing or obtaining participant information related to enrollment of Clients for services provided under this Contract.

16.2.5 **Privacy.** Contractor shall, and shall ensure that all Subcontractors, comply with state and federal laws relating to the privacy and confidentiality of patient and client records that contain protected health information, or other information made confidential by law, and shall maintain patient and client records in

compliance with state laws relating to the security and retention of medical or patient records. Contractor shall, and shall ensure that its Subcontractors, maintain all medical records in accordance with all applicable statutes and regulations governing medical information.

16.3 **Certification of Software, Hardware, Firmware and Micro Code Products.** Contractor certifies that any supplied or supported software, hardware, firmware and micro code products used individually or together as a system to comply with Contract requirements shall operate accurately in the manner in which they were intended when given a valid date containing century, year, month and day.

16.4 **Texas Public Information Act.** The Parties agree that this Contract, and all performance under this Contract, and all information obtained by County in connection with this Contract is subject to applicable provisions of the Texas Public Information Act, TEX. GOVT. CODE, Chapter 552, and all legal authorities relating to such Act, including, but not limited to, decisions and letter rulings issued by the Texas State Attorney General's Office.

17.0 **RETENTION AND ACCESSIBILITY OF CLIENT & FISCAL RECORDS**

17.1 **Retention of Records**

17.1.1 **Time Requirement.** Contractor shall create and maintain all records and reports required and/or created relevant to performance under this Contract, including but not limited to those specifically set out in this Section 17.0, until all evaluations, audits and other reviews have been completed and all questions or issues (including litigation) arising from those evaluations, audits and reviews are resolved satisfactorily to County, or three (3) years after the end of the final Contract period, whichever occurs later.

17.1.2 **Document Destruction.** Contractor agrees that it will not destroy or alter any document in order to prevent its use in any official proceeding (for example, federal, state or local investigation, bankruptcy, etc.).

17.2 **Client Records.**

17.2.1 **Maintenance.** Contractor shall create and maintain all records regarding Eligible Clients that include the information on which Contractor relies to determine the Client's eligibility, all records and reports necessary, as determined by County, to evaluate the effectiveness of the services provided under this Contract (including, at a minimum, the services provided, the cost of providing services, and follow-up information about the effect of the services on the Eligible Client as shown by selected indicators), and all records related to performance under this Contract. Contractor shall maintain all medical records in accordance with all applicable statutes (including but not limited to HIPAA) and regulations governing medical information.

17.2.2 **Unduplicated Client Records.** Contractor shall maintain records for those Eligible Clients participating in programs designated by County Department from which an Unduplicated Client count can be determined. Contractor shall maintain a separate record for each unduplicated client. This client record shall contain at least the following information:

- (a) Name
- (b) Application date
- (c) Residential address and phone number
- (d) Date of Birth
- (e) Household Income
- (f) Eligibility information
- (g) Service rendered
- (h) Any support documentation
- (i) Family status
- (j) Number in household

- (k) Enrollment Date
- (l) Exit Date

Each Unduplicated Client reported in the Performance Report for designated programs shall correspond to a separate client record and support the services rendered to that Unduplicated Client.

17.3 **One-Time Services.** In addition to those records required under Section 17.2, Contractor shall create and retain records indicating the number of recipients of one time services such as information and referral services, group education services, outreach education, crisis/help lines, anonymous services, provision of food, clothing and one-time basic needs services. Such records shall show the number of clients served and the type of Contract services provided. An individual Unduplicated Client record for these recipients is not required. Other Eligible Client records will be maintained by Contractor at County's request.

17.4 **Fiscal Records.** Contractor shall create and maintain all necessary fiscal records and documentation required under this Contract and as necessary to support performance of this Contract.

17.5 **Access.** Contractor shall give 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 Contractor pertaining to this Contract at reasonable times and for reasonable periods. These rights to access shall continue as long as the records are required to be retained by Contractor, and for any additional time period that the records are retained by Contractor.

17.6 **Adjustment.** Contractor may, at any time, request in writing to the County Executive that County clarify or provide a waiver of all or a portion of the record requirements in this Section 17.0. Only waivers under this Section 17.6 granted by County Executive in writing will be effective to change any requirement in this Section 17.0.

17.7 **Rights to Materials.** Subject to the applicable requirements of this Sections 17.0, all reports, charts, schedules, records, or other appended documentation of Contractor which is related to this Contract, and any responses, inquiries, correspondence and related material submitted by Contractor to County or created by Contractor under this document are the property of County.

18.0 REPORTING REQUIREMENTS

18.1 Performance Reports.

18.1.1 **General Performance Reports.** Contractor shall submit data in accordance with the terms of Attachment G, "Performance Report Definition Tool," in Quarterly Performance Reports to be delivered to TCHHSVS as required by County within fifteen (15) days after the end of the quarter to which the report relates. This quarterly Performance Report will be submitted to TCHHSVS as an attachment to the Request For Payment (see Section 7.1) submitted for the last month of the quarter to which it relates. Performance Reports will identify data as it relates to different funding sources where applicable.

18.1.2 **Modification to Performance Reports.** County may recommend additional performance measures to be included by giving Contractor written notice of such proposed changes. Unless Contractor provides County with written opposition to the proposal within fifteen (15) days of receipt of notice, such changes will be considered added to the Contract and will constitute promised performance by Contractor without the necessity of a written Amendment. Such changes will be effective as to reports filed by Contractor for services provided during the first full reporting period following the addition of the changes. If Contractor opposes the changes, County and Contractor will negotiate in good faith to develop amended performance measures pursuant to Section 4.0 of this Contract.

18.2 Reimbursement Reports. Pursuant to Sections 6.0 - 8.0, Contractor shall deliver to TCHHSVS

reports that provide all of the information requested in the Request For Payment and expenditure report, as required by County within fifteen (15) days after the end of the month to which the report relates. If Contractor fails to provide this information to County in a complete and correct form and in a timely manner as set forth in this Contract, such failure may impact the timing of payment by County under Sections 6.0 - 8.0.

18.3 **Final Close-Out Report.** Contractor shall deliver a close-out report as required by TCHHSVS no later than sixty (60) calendar days following the termination of any Contract Term (Initial and/or Renewal).

18.4 **Financial Reports.** Upon request by County, Contractor shall deliver to TCHHSVS copies of all Board approved financial reports, to include the Contractor's Year-to-Date Balance sheet and income statement, within thirty (30) days of completion of any such report and/or the latest such report created by Contractor.

18.5 **Additional Reports.** Contractor shall deliver to County Department within twenty (20) working days, any and all special reports, data, and information which the County requests that Contractor make as a routine or special request.

18.6 **Changes in Reports.** Contractor shall promptly provide TCHHSVS with written reports of any changes in any of the information, reports, and/or records provided to County pursuant to this Contract.

18.7 **Corrections.** County may require Contractor to correct or revise any errors, omissions or other deficiencies in any reports or services provided by the Contractor to ensure that such reports and services fulfill the purposes of this Contract. Contractor shall make the required corrections or revisions without additional costs to County.

18.8 **Legal Prohibition.** If Contractor is legally prohibited from providing any required or requested reports, it shall immediately notify County, through TCHHSVS, in writing of this fact. Such notice shall include specific identification of the basis of the prohibition, including statutory citations as applicable, and shall be reviewed by County for final resolution.

18.9 **Annual Report.** Upon request, Contractor, through its Board members, will provide County an annual report which will contain the same data and be in the same format as that of the Reports described in Section 7.0 of this Contract. Those performance measures, including any changes made by agreement of the Parties during any Contract Term, are incorporated and made a part of this Contract. The Annual Report related to this Contract will be submitted by Contractor to Department no later than sixty (60) days following the ending date of the relevant Contract Term.

18.10 **Other Funding Sources.**

18.10.1 **Other Source Reports.** Upon request by County, Contractor shall provide County, through TCHHSVS, copies of all evaluation and monitoring reports provided to Contractor from other funding sources listed under "Summary of Agency Revenue Sources" during the Contract Term.

18.10.2 **Loss of Funding.** In the event that Contractor incurs a termination or significant loss of funding (10% or more of Contractor's entire budget as well as any changes in total program funding that will significantly impact Contractor's ability to meet performance measures specific to this Contract) from sources other than County upon which Contractor depends for performance under this Contract, Contractor shall:

(a) Notify Department immediately in writing of such loss of funding, the amount involved and the services impacted;

(b) Provide Department with thirty (30) days written notice if the decrease in funding requires the termination of the Contract, in whole or in part, such notice to include a description of the service impact expected to result from such decrease.

(c) If Contractor and County mutually agree in writing to changes to this Contract necessary to absorb said decrease/termination of funding, this Contract may be amended pursuant to Section 4.0. County will only agree to said amendment if the re-negotiation process results in the continued provision of services at an effective level as reasonably determined by County.

(d) Any decrease in services agreed to by County and Contractor shall also reflect a comparable decrease in the funding obligations of County set forth in Section 6.0 of this Contract, as evidenced in writing in an amendment made pursuant to Section 4.0 of this Contract, said amendment to include the effective date of such change and the corresponding change to the monthly payment or reimbursement obligation of County.

VII. RESPONSIBILITIES AND OBLIGATIONS OF COUNTY

19.0 LIMITATIONS

19.1 County Approval.

19.1.1 County's Satisfaction. Sections 6.0 - 8.0 notwithstanding, the Parties expressly agree that County shall not be responsible for the costs of any services provided under this Contract that are not fully performed according to the terms of this Contract to County's satisfaction and with County's approval, which shall not be unreasonably withheld.-

19.1.2 Responsibility and Liability. Approval of County, and/or payment under this Contract by County, shall not constitute nor be deemed a release of the responsibility and liability of Contractor, its employees, agents or associates for the accuracy and competency of their reports, information, documents, or services, nor shall approval be deemed to be the assumption of such responsibility by County for any defect, error, omission, act or negligence or bad faith by Contractor, its employees, agents, or associates.

20.0 COUNTY OBLIGATIONS

20.1 Current Revenue Funds. County shall make payments for invoices for performance of governmental functions and services under this Contract from current revenue funds available to County and set aside for this purpose. The parties agree that the payment made under this Contract is in an amount that fairly compensates Contractor for the services or functions performed under this Contract.

20.2 Poverty Income Guidelines. County, through County Department, shall notify Contractor of any changes in the Poverty Income Guidelines that occur during the Contract Term.

20.3 County Confidentiality. County agrees to keep confidential at all times all information that identifies clients and personnel and any other information received from Contractor if required to do so by law.

20.4 Immunity or Defense. It is expressly understood and agreed by all Parties that, neither the execution of this Contract, nor any conduct of any representative of County relating to this Contract, shall be considered to waive, nor shall it be deemed to have waived, any immunity or defense that would otherwise be available to it against claims arising in the exercise of its governmental powers and functions, nor shall it be considered a waiver of sovereign immunity to suit.

20.5 County Training. In exchange for and in the furtherance of certain services which may be provided by Contractor, County may, in certain instances, within applicable County guidelines and policies, and with Contractor's

agreement, offer specific training to Contractor and/or Contractor's employees, agents, or authorized representatives. Additional Contractor opportunities may be made contingent upon the successful completion of such training by County to the extent determined necessary by County.

VIII. SUSPENSION/TERMINATION

21.0 SUSPENSION. If Contractor fails to comply with any term of this Contract, including but not limited to failure to deliver reports as required by this Contract and/or failure to make corrections required by this Contract, or if the Commissioners Court requests a financial review or performance evaluation related to a reasonable cause to believe that Contractor is not using Contract Funds in compliance with the terms of this Contract, County may, upon written notification to Contractor, suspend this Contract in whole or in part and withhold further payments to Contractor pending resolution of the issues supporting such suspension. Contractor agrees that Contractor shall not incur additional obligations of Contract Funds after receipt of such notice of suspension until Contractor is in compliance with the terms of this Contract or the reports of the financial review and/or program evaluation are completed and all exceptions noted in these reports are corrected to County's satisfaction as evidenced by written notice by County.

22.0 TERMINATION

22.1 Reasons for Termination. County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.0 of this Contract for the following reasons:

22.1.1 Failure to Comply. Contractor has failed to comply with any term or condition of this Contract, including, but not limited to, the failure to deliver reports required by this Contract and/or make those corrections required by this Contract;

22.1.2 County Funding Out. During the budget planning and adoption process related to the second Fiscal Year included in the Contract Term, Commissioners Court fails to provide funding for this Contract for that second County Fiscal Year following the beginning of the contract period;

22.1.3 Contractor's Ability to Perform. County finds that Contractor is in a financial condition that endangers Contractor's ability to perform this Contract; or Contractor is delinquent in the payment of taxes or cost of performance of this Contract in the ordinary course of business; or Contractor is in a technical state of bankruptcy as defined by the Federal Bankruptcy Act and is subject to the appointment of a trustee, receiver or liquidator for all, or a substantial part, of Contractor's property or to the institution of bankruptcy, reorganization, rearrangement or liquidation proceedings by or against Contractor;

22.1.4 Contractor's Ability to Conform. Contractor is unable to conform to changes required by federal, state and local laws or regulations; or

22.1.5 Beneficial Results. County finds that Contractor is not producing results that are sufficiently beneficial to warrant continued expenditure of Contract Funds.

22.2 Notification. County Purchasing Agent shall notify Contractor pursuant to the "Notice" provision of this Contract in writing at least thirty (30) days before the date of termination of the decision to terminate; the reasons for the termination; the effective date of the termination; and, in the case of partial termination, the portion of the Contract to be terminated.

22.3 Contractor Termination. Contractor may terminate this Contract in whole or in part at any time, by giving thirty (30) days written notice pursuant to Section 26.0 if there is termination of significant other funding upon which Contractor depends for performance under this Contract or if Contractor is dissolved only if the dissolution is not caused by a breach of this Contract. Contractor's notice shall include a complete explanation of the reasons(s) for termination under this Section 22.3 and designation of the effective date of termination. The Purchasing Agent shall notify Contractor in writing of acceptance of termination pursuant to this Section 22.3 upon finding that Contractor's

claim(s) under this Section 22.3 have been established to County's satisfaction.

22.4 **Mutual Termination.** Any Party has the right to terminate this Contract, in whole or in part, when the Parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both Parties agree, in writing, upon the termination conditions, including the effective date of the termination; the provisions under which termination shall be accepted; and, in the case of partial termination, the portion of the Contract to be terminated.

22.5 **Correction.** At least thirty (30) days before the effective date of termination pursuant to any provision of this Contract, County shall notify Contractor in compliance with Section 26.0 of the reasons for termination, the effective date of termination and the portion of this Contract to be terminated. Where County affords Contractor the option to cure Contractor may avoid the termination of this Contract if Contractor corrects the causes for the reasons for termination stated in the notice to the satisfaction of County, as determined by County, prior to the effective date of termination, or an extended date if agreed to in writing by the Parties.

22.6 **Results of Termination.**

22.6.1 **Cancellation of Outstanding Orders.** Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or Subcontracts related to the performance of this Contract, or the part of this Contract to be terminated, and shall cease to incur any and all Contract costs under them. County shall not be liable to Contractor for costs incurred after termination of this Contract. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract.

22.6.2 **Continued Liability.** Notwithstanding any exercise by County of its right of suspension under Section 21.0 of this Contract or of early termination pursuant to this Section 22.0 or any provision of this Contract, Contractor shall not be relieved of any liability to County for damages due to County by virtue of any breach of this Contract by Contractor, or for any amounts paid to Contractor by County and determined by County to be overpayment(s), disallowed payment(s), or payment(s) subject to refund under the terms of this Contract. County may withhold payments to Contractor until the exact amount of damages or payments due to County from Contractor is agreed upon or is otherwise determined, and is paid in full.

22.6.3 **Transition.** Where applicable, at the end of the Contract Term or at the time of any other Contract termination or cancellation, the Contractor shall in good faith and in reasonable cooperation with County, aid in transition to any new arrangement or provider of services which have been provided under this Contract as necessary to protect Client interests.

22.7 **Immediate Termination.** Nothing in this Section 22.0, or any other provision of this Contract, shall be construed to limit County's authority to withhold payment and immediately suspend Contractor's performance under this Contract if County identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in Contractor's performance. County shall notify Contractor in writing (including fax and/or email) of such suspension. Suspension shall be a temporary measure pending either corrective action by Contractor or a decision by County to terminate this Contract. County shall not be liable for any costs incurred by Contractor during suspension of this Contract under this Section 22.7.

VIII. MISCELLANEOUS PROVISIONS

23.0 INDEPENDENT CONTRACTOR.

23.1 The Parties expressly agree that Contractor is an independent contractor and assumes all of the rights, obligations and liabilities applicable to it as an independent contractor. No employee of Contractor shall be considered an employee of County or gain any rights against County pursuant to County's personnel policies. The relationship of County and Contractor under this Contract is not and shall not be construed or interpreted to be a partnership, joint

venture or agency. The relationship of the Parties shall be an independent contractor relationship. Neither Party shall have the authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party or which shall hold itself out to be binding on the other Party.

24.0 SUBCONTRACTS

24.1 **Prior Approval.** Contractor shall not be reimbursed for costs incurred by any Subcontractors for any service or activity relating to the performance of this Contract without the prior written approval of such Subcontract or the prior written waiver of this right of approval from County through the Purchasing Agent. Approval of this Contract will constitute approval as required by this Section 24.1 for those Subcontracts/Subcontractors specifically identified in the Contract terms, including the Attachments.

24.2 Contractor Responsibility.

24.2.1 **Subcontractor Compliance.** Contractor is wholly responsible to County for the performance under this Contract, whether such performance is provided directly by Contractor or indirectly by any Subcontractor. Contractor is responsible to County for the performance of any Subcontractor, and shall monitor both financial and programmatic performance and maintain pertinent records concerning Subcontractor(s) that shall be available for inspection by County. Contractor shall ensure that its Subcontractors comply with all applicable terms of this Contract (including terms related to records and reports) as if the performance rendered by the Subcontractor was being rendered by Contractor. Contractor shall inspect all Subcontractors' work and shall be responsible for ensuring that it is completed in a good and workmanlike manner pursuant to the terms of this Contract.

24.2.2 **Subcontract Terms.** Contractor agrees that all Subcontracts will include provisions which require compliance with all applicable federal, state, and local laws, rules, regulations and policies; with the applicable terms of this Contract;; and with any provisions such as may be reasonably requested by County; and shall also include provisions ensuring the following:

(a) The disclosure of any other contracts with County at the time the agreement is signed or at any time during the Contract Term. If such agreement exists, Subcontractor shall warrant and guarantee that Subcontractor will report and receive payment for each service/participant only from County funds under this Contract; and that there will be no duplicate payments for those services/participants reported under this Contract from any other sources or from County under any other contract or agreement.

(b) Agreement:

(i) to reasonably cooperate with any County inquiry or investigation into Subcontractor and/or participant complaints; and

(ii) to maintain confidentiality of information and security of all records as required by law and the terms and conditions of this Contract; and

(iii) that Contractor has the sole responsibility for payment for services rendered by Subcontractor; and, in the event of non-payment, insolvency or cessation of operations, sole recourse of Subcontractor against Contractor will be through Contractor or the bankruptcy estate of Contractor; and

(iv) that County is not liable for any payment to Subcontractor; and

(v) to warrant that Subcontractor has systems in place to identify and document services to Eligible Clients according to different funding sources; and

(vi) to warrant that any service/participant for which County pays will not also be paid for by any other funding source or by County under any other contract, pursuant to Section 15.3 of this Contract; and

(vii) to assure Contractor's ability to meet all Contract requirements, including but not limited to reporting requirements.

24.3 **Contract Limitation.** This Contract sets out the agreements and obligations between County and Contractor only, and does not obligate County in any way to any of Contractor's Subcontractors, nor to any other third party. This Contract creates no third party beneficiary rights as between County and any of Contractor's Subcontractors. Contractor has the sole responsibility for payment for services rendered by Subcontractors with Subcontractor's sole recourse in the event of Contractor non-payment, insolvency or cessation of operations against Contractor or Contractor's bankruptcy estate. County shall not under any circumstances be liable to Contractor's creditors or Subcontractors for any payments under this Contract. Contractor agrees to include notice of the requirements in this section in every Subcontractor agreement.

24.4 **HUB.** Contractor agrees to make a "good faith" effort to take all necessary and reasonable steps to insure HUBs the maximum opportunity to be Subcontractors under this Contract where suitable HUB Subcontractors exist. Contractor must report all expenditures made to HUB Subcontractors to the County Purchasing Agent. Failure by Contractor to make such good faith effort to employ HUBs as Subcontractors constitutes a breach of this Contract and may result in termination. The Parties agree that HUB requirements and determinations will be made by the County Purchasing Agent, and that Contractor will contact the County Purchasing Agent with any questions regarding this provision.

24.5 **Level of Service.** Contractor will ensure the provision of timely and quality professional services by individuals, agencies, or other Subcontractors which will meet or exceed applicable licensing and regulatory and professional standards applicable to the service provided and will provide County relevant documentation of such licenses upon request.

24.6 **Payment to Subcontractor(s).** Contractor shall make its best effort to pay Subcontractor(s) for undisputed claims for services rendered within five (5) business days of receipt of payments and/or advances from County corresponding to those services under the terms of this Contract. This Section 24.6 refers only to obligations under this Contract between County and Contractor, and does not operate to contradict or change the provisions in Section 24.3.

25.0 MONITORING

25.1 **County Monitoring.** County, either directly or through TCHHSVS, reserves the right to perform periodic on-site monitoring of Contractor's (and Subcontractors') compliance/performance with the terms of this Contract, and of the adequacy, effectiveness and timeliness of Contractor's performance under this Contract. Such monitoring visit may include review of any and all performance activities as well as any and all records or other documentation maintained in relation to Contractor's performance under this Contract. Within thirty (30) days of each monitoring visit, County shall provide Contractor with a written report of the monitor's findings. If the report notes deficiencies in Contractor's performances 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. Failure to make required changes in a timely manner may result in termination of the Contract by County. County may provide technical assistance to Contractor and may request changes in Contractor's accounting, administrative and management procedures in order to correct any deficiencies noted.

26.0 NOTICES

26.1 **Requirements.** Except as otherwise specifically noted in this Contract, any notice required or

permitted to be given under this Contract 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 specified as follows:

26.2 **County Address.** The address of County for all purposes under this Contract shall be:

Sherri Fleming, County Executive (or her successor)
Travis County Department of Health, Human Services,
and Veterans' Services
100 N. IH 35, Suite 3700
Austin, Texas 78701

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

Honorable David Escamilla (or his successor in office)
Travis County Attorney
P.O. Box 1748
Austin, Texas 78767
ATTENTION: Civil Transactions

and

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

26.4 **Contractor Address.** The address of the Contractor for all purposes under this Contract and for all notices hereunder shall be:

Ending Community Homelessness Coalition, Inc.
P. O. Box 301228
Austin, Texas 78703

26.5 **Change of Address.** Each Party may change the address for notice to it by giving notice of the change in compliance with Section 26.0. Any change in the address, including a change in the Contractor's Executive Director or Chairperson of the Board of Directors, shall be reported to the County Executive and the Purchasing Agent within twenty (20) days of the change.

26.6 **Change of Name and/or Identity.** Contractor shall notify the Purchasing Agent and TCHHSVS County Executive immediately in writing, and in advance where possible, of any significant change affecting the Contractor, including change of Contractor's name or identity, ownership or control, payee identification number and other. Failure to provide such information in a timely manner may delay payment under this Contract or result in other action by County regarding Contractor's status under this Contract. Notice shall include copies of relevant paperwork evidencing any change, including copies of new W-9 Form or other forms required to be filed to effect such change. No change in the obligation of or to Contractor will be recognized until it is approved by the Purchasing Agent and/or Commissioners Court (according to applicable statute and County policy). Failure to timely provide notice under this Section 26.6 may result in delay of payment. Where any change involves an assignment by Contractor of rights or obligations under this Contract, such assignment shall be approved by County pursuant to Section 28.0.

27.0 PROHIBITIONS

27.1 **County Forfeiture of Contract.** If Contractor has done business with a Key Contracting Person as listed in Exhibit "A" to Attachment G during the 365 day period immediately prior to the date of execution of this

Contract by Contractor or does business with any Key Contracting Person at any time after the date of execution of this Contract by Contractor (including business done during any Renewal Term of this Contract) and prior to full performance of this Contract, Contractor shall forfeit all County benefits of this Contract and County shall retain all performance by Contractor and recover all considerations, or the value of all consideration, paid to Contractor pursuant to this Contract. Contractor shall notify County of any change in the information submitted with this Contract as to the Ethics Affidavit within twenty (20) days of such change throughout the Initial Term and/or any Renewal Term.

27.2 Conflict of Interest.

27.2.1 General Conflict. Contractor shall ensure that no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor, or member of Contractor's governing body, who exercises or has exercised any functions or responsibilities with respect to activities performed pursuant to this Contract or who is in a position to participate in a decision-making process or gain inside information with regard to these activities has or may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, Subcontract or agreement with respect to it, or the proceeds under it, either for him or herself or those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

27.2.2 Questionnaire. If required by Chapter 176, Texas Local Government Code, the Contractor shall complete and file a Conflict of Interest Questionnaire with the County Clerk, Elections Division, 5501 Airport Blvd., Austin, 78751. The Contractor shall update this Questionnaire by September 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 this 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 this Questionnaire on the official Travis County Internet website.

27.3 Solicitation. Contractor warrants that no persons or selling agency was or has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by Contractor 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.

27.4 Gratuities. County may cancel this Contract if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by Contractor or any agent or representative to any County official or employee with a view toward securing favorable treatment with respect to the performing of this Contract. In the event this Contract is cancelled by County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover from Contractor a sum equal in amount to the cost incurred by Contractor in providing such gratuities. Contractor's employees, officers and agents shall neither solicit nor accept gratuities, favors or anything of monetary value from Subcontractors or potential Subcontractors. Contractor shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

27.5 Nepotism. Contractor agrees that it will comply with the guidelines set forth for public officials under TEX. GOVERNMENT CODE ANN, Ch. 573, by ensuring that no officer, employee or member of the governing body of Contractor shall vote or confirm the employment of any person related within the second degree by affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person without written approval by County.

28.0 ASSIGNABILITY

28.1 Written Approval. County will not recognize assignment by Contractor of any of the rights or duties created by this Contract without the prior written approval of such assignment by County. This provision includes

assignment, sale, merger or any other action resulting in any change in the status of Contractor. Submission of a request for approval under this Section 28.1, "Assignment," shall be made in writing to the Purchasing Agent and the Purchasing Agent and Department shall submit to Commissioners Court for approval according to County procedures. Failure to secure the approval required in this Section 28.1 may result in delay of payment or other sanctions.

28.2 **Binding Agreement.** Subject to Section 28.1, this Contract shall be binding upon the successors, assigns, administrators, and legal representatives of the Parties to this Contract.

29.0 LEGAL AUTHORITY

29.1 **Contractor Authority.** Contractor guarantees that Contractor possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Contractor has obligated itself to perform under this Contract.

29.2 **Signors.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to sign this Contract on behalf of Contractor and to bind Contractor validly and legally to all terms, performances, and provisions in this Contract.

29.3 **Suspension.** County shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Contractor or the person signing this Contract to enter into this Contract or to render performances under it. Contractor and any person signing this Contract are liable to County for any money disbursed by County for performance of the provisions of this Contract, if County has suspended or terminated this Contract for breach of Section 29.1 or Section 29.2.

30.0 INTERPRETATIONAL GUIDELINES

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

30.2 **Numbers and Gender.** Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the Contract clearly requires otherwise.

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

30.4 **Use of Terms.** The Parties agree that the terms "shall" and "will" are used interchangeably in this Contract.

31.0 OTHER PROVISIONS

31.1 **Exemption From County Purchasing Act.** Pursuant to TEX. LOCAL GOVERNMENT CODE ANN. § 262 et seq., Commissioners Court hereby orders that this Contract is exempt from the requirements of the County Purchasing Act because it is a Contract for the purchase of personal or professional services or meets other requirement(s) for exemption pursuant to applicable law.

31.2 **Survival of Conditions.** Applicable provisions of this Contract, as determined by County, shall survive beyond termination or expiration of this Contract until full and complete compliance with all aspects of these provisions has been achieved where the Parties have expressly agreed that those provisions should survive any such termination or expiration or where those provisions remain to be performed or by their nature would be intended to be

applicable following any such termination or expiration date.

31.3 **Non-Waiver of Default.** One or more acts of forbearance by any Party to enforce any provision of this Contract or any payment, act or omission by any Party shall not constitute or be construed as a waiver of any breach or default of any other Party which then exists or may subsequently exist.

31.4 **Reservation of Rights.** If any Party to this Contract breaches this Contract, the other Party(ies) shall be entitled to any and all rights and remedies provided for by the Texas law and any applicable Federal laws or regulations. All rights of County, under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. The exercise of or failure to exercise any right or remedy in this Contract of County or the failure to act in accordance with law based upon the other Party's breach of the terms, covenants, and conditions of this Contract, or the failure to demand the prompt performance of any obligation under this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken or not taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

31.5 **Law and Venue.** This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in the City of Austin, Texas or in Travis County, Texas. It is expressly understood that any lawsuit, litigation, or dispute arising out of or relating to this Contract will take place in Travis County and the City of Austin.

31.6 **Severability.** If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding. If federal, state or local laws or other requirements are amended or judicially interpreted so as to render continued fulfillment of this Contract, on the part of either Party, substantially unreasonable or impossible, and if the Parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated in this Contract, the Parties shall be discharged from any further obligations created under the terms of this Contract, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.

31.7 **Political Activity.** Contractor shall not use any of the performance under this Contract or any portion of the Contract Funds for any activity related to influencing the outcome of any election for public office, or any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential. No Contract Funds can be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of the government of Contractor, the State of Texas or the government of the United States.

31.8 **Sectarian Activity.**

31.8.1 **Religious Influence.** Within the limits and understandings set forth in Section 31.8.2, Contractor shall ensure, and require all Subcontractors to ensure, that provision of services under this Contract shall be carried on in a manner free from religious influence. Contractor shall not execute any agreement with any primarily religious organization to receive Contract Funds from Contractor unless the agreement includes provisions such as those set forth in this Section 28.8 or as provided by County, to effectuate this assurance. Contractor shall submit such agreements to County prior to the release of Contract Funds to such Subcontractor.

31.8.2 **Civil Rights Act, Section 702 Application.** Contractor and County agree to be bound by the following as to Subcontractor(s) and Contractor respectively, and Contractor shall include these requirements in any Subcontract under this Contract:

(a) A religious organization that enters into a contract with County (or Subcontractor who enters into a Subcontract with Contractor) does not by so contracting lose exemption provided under Section 702 of the Civil Rights Act (42 U.S.C., Section 2000E-1(a)) regarding employment practices. A religious or charitable organization is eligible to be a Contractor on the same basis as any other private organization. Contractor retains its independence from State and Local governments, including the Contractor's control over the definition, development, practice, and expression of its religious beliefs. Except as provided by federal law, County shall not interpret this Contract to require a religious organization to alter its form of internal governance or remove religious art, icons, scripture or other symbols.

(b) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions. The purpose of this Contract is the provision of social services. No expenditures have as their objective the funding of sectarian worship, instruction or proselytization.

(c) No provider of social services for the County may discriminate against **any Client** on the basis of religion, a religious belief, or **any Client's** refusal to actively participate in a religious practice. If a Client believes that their rights have been violated, that complaint should be discussed with a County representative immediately.

(d) Neither the County's selection of charitable or faith-based Contractor of social services nor the expenditure of funds under this Contract is an endorsement of the Contractor's charitable or religious character, practices or expressions.

31.8.3 Client Advisement. Contractor shall reasonably apprise all Eligible Clients of the requirements in this Section 31.8, and shall ensure the provision of services pursuant to these provisions:

31.8.4 Additional Rights. Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (8 U.S.C. Section 604a) sets forth certain additional rights and responsibilities for charitable and faith-based providers of social services, certain additional rights of assisted individuals, and certain additional responsibilities of County to providers and assisted individuals. This Contract is subject to those additional rights and responsibilities.

31.9 Publicity. In any publicity prepared or distributed by or for Contractor, the funding through County shall be mentioned as having made the project possible. Prior to publication or any disbursement of such publicity, Contractor must provide a copy of the final form of the publicity and secure the approval of the County Executive . When appropriate as determined by County Executive , Contractor shall publicize the services and activities of Contractor under this Contract.

31.10 Disputes.

31.10.1 Contract Issues. At any time that Contractor has an issue, problem, dispute, or other question ("issue") concerning this Contract, Contractor may first contact County through County Department/County Executive . Contractor shall provide written notice of the issue to County Department/County Executive , with such written notice including a specific written description of the issue as well as the Contractor's desired resolution of the issue. Contractor and County will make a good faith effort to resolve the issue to their mutual satisfaction in a timely manner. It is understood and agreed that any resolution of the issue which necessitates a change in any term or condition of this Contract, including a waiver of any term or condition, shall be handled only as a written amendment pursuant to Section 3.0 of this Contract. Any issue not resolved satisfactorily to both Parties under Section 31.10.1 may be addressed pursuant to Section 31.10.2 - 31.10.3 of this Contract.

31.10.2 Dispute Resolution - Administration by Purchasing Agent. When the Contractor and/or

County have been unable to successfully resolve any question or issue related to this Contract presented to the County under this Section 31.10, the Contractor or County shall then present the matter to the Purchasing Agent by providing the Purchasing Agent with written notice of the dispute. Such notice shall contain a specific written description of the issues involved as well as the Contractor's requested resolution of the dispute and any other relevant information which Contractor desires to include. As of the receipt of such notice by the Purchasing Agent, the Purchasing Agent will act as the County representative in any further issuances and in the administration of this Contract in relation to the described dispute. Unless otherwise stated in this Contract, any document, notice or correspondence in relation to the disputes at this stage not issued by or to the Purchasing Agent is may be considered void. If the Contractor does not agree with any document, notice or correspondence relating to the dispute issued by the Purchasing Agent or other authorized County person, the Contractor must submit a written notice to the Purchasing Agent with a copy to the County Executive within ten (10) calendar days after receipt of the document, notice or correspondence, outlining the exact point of disagreement in detail. The Purchasing Agent will issue a written notice of the final resolution of the dispute to the Contractor within thirty (30) days of receipt of the initial written notice of dispute by the Purchasing Agent. If this final resolution does not resolve the dispute to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the Commissioners Court through the Purchasing Agent. The Purchasing Agent will provide a copy of such response to the County Executive. This Notice of Appeal must be submitted within ten (10) calendar days after receipt of the unsatisfactory final resolution. Contractor then has the right to be heard by Commissioners Court and the Purchasing Agent will coordinate placing the matter on the Commissioners Court agenda.

31.10.3 **Mediation.** If the Contractor is not satisfied with the resolution of the dispute pursuant to Section 28.10, Contractor shall notify the County Executive, and, if mediation is acceptable to both Parties in resolving the dispute arising under this Contract, the Parties agree to use the Dispute Resolution Center of Austin, Texas, or another mediation group as chosen by County and approved by Contractor, as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE, Section 154.023. Unless both Parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in TEX. CIV. PRAC. AND REM. CODE, Section 154.073, unless both Parties agree, in writing, to waive the confidentiality.

31.11 **Coordination.** Contractor shall coordinate and share information with other Travis County Health and Human Services programs and CAN in any way that is appropriate as determined by County to maximize the benefit to Eligible Clients in City of Austin/Travis County and to avoid duplication of services.

31.12 **County Public Purpose.** By execution of this Contract, the Commissioners Court hereby finds that the issues, problems and needs to be addressed by the services to be provided under the terms of this Contract, and specifically set forth in Attachment A hereto, constitute a significant public concern impacting members of the indigent population which the County serves. The Commissioners Court further finds that the provision of services to be provided by Contractor pursuant to this Contract will further the public purpose of addressing those health and human services issues, problems and needs identified in this Contract (including Attachment A) for qualified individuals.

31.13 **Force Majeure.** Neither Party shall be financially liable to the other Party for delays or failures to perform in Contract performance caused by force majeure (i.e. those causes generally recognized under Texas law as constituting impossible conditions). Such delays or failures to perform shall extend the period of performance until these exigencies have been removed. The party seeking to avail itself of this clause shall notify the other Party within five (5) business days or otherwise waive the right as a defense, unless notification is impractical under the circumstances, in which case notification shall be done in as timely a manner as possible. Contractor agrees that breach of this provision entitles County to reduce or stop payments or immediately terminate this Contract.

31.14 **Other Agreements.** It is understood and agreed by all Parties that the terms of this Contract do not in any way limit or prohibit current or future agreements between any of the Parties for the provision of additional services as mutually agreed to in writing by those Parties.

BY THE SIGNATURES AFFIXED BELOW, the above Contract is hereby accepted as all the terms and conditions of this Contract.

CONTRACTOR:
ENDING COMMUNITY HOMELESSNESS COALITION, INC.

By: _____

Its Duly Authorized Agent

Printed Name: _____

Title: _____

Date: _____

TRAVIS COUNTY

By: _____

Samuel T. Biscoe

County Judge

Date: _____

County Approvals:

As to Legal Form:

Assistant County Attorney Date: _____

Funds Certified By:

Susan Spataro, County Auditor Date: _____

Purchasing:

Cyd Grimes, Purchasing Agent Date: _____

Attachment A Program Cover Page – Form #2*

Attachment B Program Work Statement – Form #3

Attachment C Special Conditions (if applicable)*

COUNTY OBLIGATIONS

1. Pursuant to the terms of this Contract, County agrees to:

1.1 Office Space. Provide office space for Contractor's use on the first floor of the Palm Square Office Building located at 100 N. IHI 35 ("Facility") as designated on the attached chart ("Office Space"). Such space will be as described in the attached floor plan (Exhibit 1 to this Attachment C) and will be used subject to the terms and conditions of this Contract. "Facility," as used in this Contract, includes the Office Space, common areas, parking areas and other portions of the office building within which the Office Space is located necessary to the full use of the property as described under this Contract and agreed to by County.

1.2 Shared Space. Provide shared space as approved by County Executive.

1.3 Occupation and Use. Grant Contractor a license to enter, use and occupy the Office Space between the normal business operating hours of the Facility (generally, 8:00 a.m. to 5:00 p.m.). Additional hours are discouraged; however, Contractor may seek approval for additional hours by contacting the County Executive, with such use only being allowed upon receipt by Contractor of written approval signed by the County Executive.

1.4 Parking. Provide Contractor access to parking as available in the parking lot adjacent to the Facility.

1.5 Furnishings. Provide office furnishings as are available to County.

1.6 Utilities. Provide water, heat and air conditioning in season, and any other normal and customary utilities every day during normal business operating hours; and janitorial services, including trash disposal, on the routine County schedule that meet or exceed requirements imposed by local, state or federal health regulations, policies and standards.

1.7 Common Areas. Maintain the public and common areas of the Facility, including sidewalks and parking lots, in reasonably good order and condition.

CONTRACTOR OBLIGATIONS

1. Contractor Services. Pursuant to the terms of this Contract, Contractor will provide the following services:

1.1 Coordinate and submit Austin/Travis County COC's annual application for HUD funds directed toward preventing and ending homelessness.

1.2 Recruit volunteers and conduct the annual Point in Time Count – required by HUD for the COC process.

1.3 Develop plan, recruit volunteers and lead the Austin Travis County Homelessness Awareness Campaign, including the Homeless Resource Fair and other community education opportunities.

1.4 Improve data collection and reporting regarding the Austin Travis County homeless population, including needs, services and access to housing.

1.5 Share reports generated by the Homeless Management Information System regarding community

data from the Austin Travis County homeless population, including needs, services and access to housing.

1.6 Continue progress towards ending homelessness as outlined in the ECHO Community Plan to End Homelessness.

1.7 Provide reports to County in a format approved by County on provision of the above services, and provide such other information as may reasonably be requested by County in relation of the use of the Office Space under this Contract.

2.0 Contractor Obligations. Contractor agrees to the following:

2.1 Infrastructure. Contractor will provide any and all infrastructure improvements not provided by County as a matter of routine business, including any internet and information systems beyond that which is provided by County within the location. Request for any such work will be provided to County Executive in writing, and will only be done by Contractor after receipt of written approval by the County Executive and in coordination with County staff.

2.2 Staff. Contractor will provide staff of four to five individuals to complete Contractor's work under this Contract.

2.3 Conviction Data (if applicable). So long as it is not in conflict with federal law, including the Privacy Act (5 U.S.C. 552a) and HIPAA, Contractor agrees to provide releasable conviction data on employees, interns and volunteers or agents whose duties place them in direct contact with clients (if any) in accordance with Vernon's Texas Codes Annotated, Health and Safety Code (533.02(a), as amended). Data (if releasable) must be reported to TCHHSVS and updated annually for all employees. Should any employee have been convicted, received a probated sentence, or for whom there exists an arrest warrant or wanted persons notice relevant to his employment, Contractor will immediately remove the employee from any direct contact with clients served. Note that the special acceptations maybe made with approval from the Commissioners Court and the County Executive for TCHHS/VS. If Contractor, its employees or agents, has a conviction as described in this section of the Agreement, then this Agreement may be terminated without prior notice. For the purposes of this Agreement, a crime relevant to a person's employment and/or duties shall be define as any sexual offense, drug-related offense, homicide, theft, assault, battery, or any other crime involving personal injury or threat to another person and or the United States of America.

2.4 Services and Activities. Contractor will perform only those services and activities within the Facility as related to the data creation and maintenance of a homeless management data base and with the planning and coordination activities associated with the activities as set forth in this Contract. Any use other than that described will be granted with written permission of the County Executive. Notwithstanding any provision to the contrary, Contractor's activities will not include any direct client contact within the Facility.

2.5 Additional Furnishings. Contractor will provide any office furnishings needed by Contractor beyond those provided by County.

2.6 Directives. Contractor will at all times obey the directions and commands of the County Executive or her designated representative, the Director of the Facilities Management Department or his designated representatives, and the Travis County Sheriff and Sheriff's Office with respect to the use of the Facility. In addition, Contractor shall cooperate and coordinate with any other county employees or guests at the Facility.

2.7 Alterations. Contractor shall not use or permit the Office Space to be used for any purposes other than that stated in this Contract, or make or allow to be made any major alterations or physical additions in or to the Office Space without written approval of the County Executive. No structural changes to the Office Space shall be made or permitted to be made by Contractor. Any request for changes will be made in writing to the County Executive who will determine the appropriate method of addressing such request.

2.8 Limitations. Contractor will not use, occupy or permit the use and occupancy of the Office Space or any portion of the Facility for any purpose which is, directly or indirectly forbidden by law, ordinance or governmental or municipal regulation or order, or which may be dangerous to life, limb or property or to create waste; or permit the maintenance of any public or private nuisance; or permit anything to be done which would increase the fire and extended coverage insurance rate on the Facility as determined by County.

2.9 Keys. Keys and other devices related to main access of Office Space will be maintained by County and keys or other necessary devices provided to Contractor according to County policies and procedures.

2.10 Conference/Meeting Rooms. Conference rooms and meeting rooms will be reserved in advance on a first come first serve basis by contacting County scheduling staff as directed by County through TCHHSVS. Contractor is responsible for setting up and breaking down conference rooms that are used for meetings according to County policies and procedures. Contractor is responsible for general cleaning of any space used, including shared kitchen space. Routine cleaning by County custodians will be provided.

2.11 Signage. Signs, posters and banners may not be displayed without permission from the County Executive.

2.12 Equipment. Contractor will use and maintain office equipment within the Facility as directed by County. Any use of County equipment will only be with the written approval of County Executive. Contractor will be responsible for any damage to any County equipment caused by Contractor.

2.13 Return. Contractor hereby covenants and agrees to surrender and return the Office Space and any fixtures in as good condition as when Contractor originally took possession, ordinary wear and tear, fire or other casualty not caused by Contractor's negligence, and natural deterioration excepted, promptly at the termination of this Agreement by lapse of time or otherwise; provided, however, that all Contractor's fixtures and personal property shall be removed on or prior to the date of termination of this Agreement and those fixtures and personal property not removed from the Office Space within thirty (30) days after date of termination of this Agreement shall be presumed to have been abandoned by Contractor.

3.0 Acknowledgement. Contractor acknowledges and agrees that:

3.1 Loss. County is not responsible for Contractor property is lost, stolen, vandalized or damaged.

3.2 Safety. Contractor shall be solely responsible at all times for the actions and safety of those persons representing Contractor entering, using and occupying the Facility under this Contract, including, without limitation, protecting such persons from injury or death and protecting County's property and the property of such persons from loss of damage. Contractor will conduct its business and control its agents, employees and invitees in such a manner as not to create any nuisance, interfere with, annoy or disturb other persons utilize space in the Facility.

3.3 Improvements. Except as expressly provided herein, neither County nor any agent of County has made an representation or warranty with respect to the Facility and the improvements thereon or with respect to the suitability of either for the conduct of Contractor's business, nor has County agreed to undertake any modification, alteration or improvement to the Facility.

3.4 Assignment. Contractor may not assign , transfer or sublet any part of the use of the Facility.

3.5 Risk. All personal property brought to the Facility shall be brought at Contractor's risk only, and that County shall not be liable for any damage thereto or loss, theft or disappearance thereof.

3.6 County Access. County or its officers, agents and representatives shall have the right to enter into and upon any and all parts of the Facility at reasonable hours (or, in an emergency, at any hour) to inspect the same, to clean, or to make any repairs, alterations or additions that County may deem necessary (but without any obligation

to do so, except as expressly provided for herein).

3.7 Taking. That if, at any time, the whole or any part of the Facility shall be taken for any public or quasi-public use, under any statute or by right of eminent domain, this agreement for use shall terminate on the date of such taking.

3.8 Failure to Fund. That, notwithstanding anything to the contrary, if at any time during the term of this Contract, the Commissioner Court fails to provide funding for the Facility or makes any decision to sell the Facility, County may give Contractor notice (thirty (30) day or as soon as information of such failure to fund or sale is available to County) and the use of such Facility will be terminated without any liability on the part of County.

4.0 Insurance. In addition to any other insurance requirements set forth in this Contract, Contractor agrees, without in any way limiting the liability of Contractor or its obligations under this Contract, to maintain during the term of this Contract, liability insurance with the County named as additional insured, with combined minimum bodily injury and property damage limits of \$600,000 per occurrence and \$1,000,000 in the aggregate. Contractor will provide County with a certificate from its carrier evidencing such insurance prior to entering the Facility. If there is a conflict between the insurance requirements in this Attachment C and other provisions of the Contract, the more stringent requirement will apply.

Attachment D Program Budget – Form #4

Attachment E Program Budget Narrative – Form #5

Attachment F Total Program Staff Positions and Time – Form #6

Attachment G Total Program Funding Summary – Form #7

Attachment H Subcontracted Expense Form – Form #8

Attachment I Performance Report Definition Tool – Form #9*

Attachment J Insurance Requirements*



Travis County Commissioners Court Agenda Request

Meeting Date: February 28, 2012

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

Division Director/Manager: Anna Bowlin, Division Director of Development Services

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

Sponsoring Court Member: Commissioner Huber, Precinct Three

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, March 20, 2012 to receive comments regarding a request to authorize the filing of an instrument to vacate two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff, Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision – Precinct Three.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to vacate two 25 foot drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 Rivercliff subdivision. The easements are dedicated per their respective plat and are schematically shown. The subject lots front on Rivercliff Drive, a private street not maintained by Travis County.

Professional Engineer Keith E. Parkan has stated that:

"We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement (has since been increased to 25 feet at the request of County staff) along the southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement (now 25-foot), we will still be providing access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future."

After review of the submitted request and recommendation, Travis County Engineer John Ellis has stated he has no objections to this vacation request. The staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation request meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

The purpose of this request is so that these two easements will not be traversing down the middle of the the proposed amended lot. Vacating the subject easements and re-dedicating it along the south lot line of the proposed amended lot will allow the property owners to potentially use the area where the easements currently are as a homesite.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation

Field Notes and Sketch

Request/Engineer's Letter

HOA Letter

Copy of Proposed Amended Plat

Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429
Anna Bowlin	Division Director	TNR	854-7561
John Ellis	Engineer	TNR	854-9805

CC:

Stacey Scheffel	Program Manager	TNR Permits	854-7565

SM:AB:ps

1101 - Development Services - Rivercliff

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision as recorded at Document #200100065 and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff subdivision as recorded at Document #200200241 all being of the Real Property Records of Travis County, Texas;

WHEREAS, an independent Professional Engineer has submitted a letter recommending the vacation of the subject easement;

WHEREAS, the property owner has agreed to re-dedicate a 25 foot wide replacement drainage easement;

WHEREAS, a Travis County Engineer has stated that there is no objection to the vacation of the drainage easement as described in the attached field notes and sketch;

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

WHEREAS, the required public notice was posted and the Travis County Commissioners Court held a public hearing on March 20, 2012 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that two 25 foot wide drainage easements located along the common lot line of Lot 1 of the Rivercliff Section Two, Phase A subdivision and Lot 19 of the Re-plat of Lots 15-19 of the Rivercliff subdivision, as shown on the attached sketch and described in the attached field notes, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2012.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER SARAH ECKHARDT
PRECINCT TWO

COMMISSIONER KAREN HUBER
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

EXHIBIT "A-1"

**FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 19 – REPLAT LOTS 15-19 RIVERCLIFF SUBDIVISION
TRAVIS COUNTY, TEXAS**

FIELD NOTE DESCRIPTION OF 0.30 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 19, REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200200241 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.30 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the southerly most or southwest corner of the said Lot 19;


THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 19 and Lot 1, Rivercliff Section Two Phase A, a subdivision of record in Document Number 200100065 of the Official Public Records of Travis County, Texas, to a point for the southwest corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, N 29°47'38" W, a distance of 513.46 feet, continuing along the said common line, to a point at the northwest corner of the said 25 foot wide drainage easement;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

- 1) N 48°18'27" E, 25.55 feet to a point at the northeast corner of the said 25 foot wide drainage easement;
- 2) S 29°47'38" E, 518.73 feet to a point at the southeast corner of the said 25 foot wide drainage easement;
- 3) S 60°12'22" W, a distance of 25.00 feet to the **PLACE OF BEGINNING**, containing 0.30 acre of land, more or less.

BEARING BASIS = ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.


Timothy A. Lenz, R.P.L.S. No. 4393

Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174

2010-0124B(DE Lot 19).doc

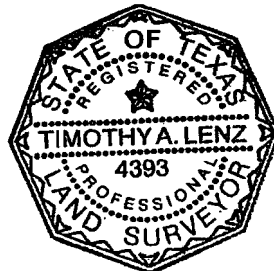
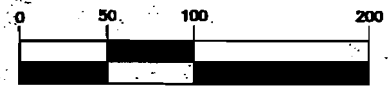


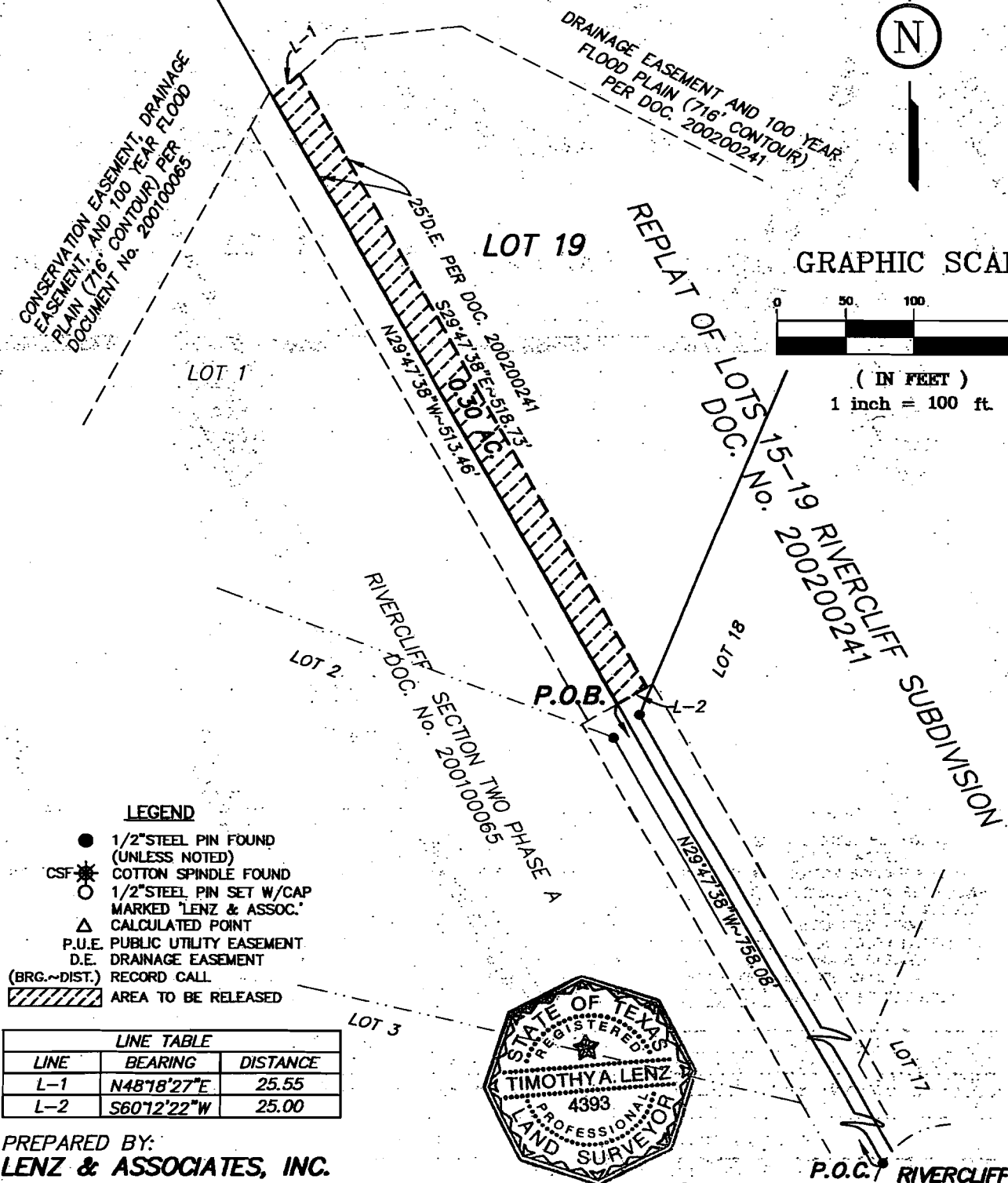
EXHIBIT A-1 MAP TO ACCOMPANY FIELD NOTES



GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

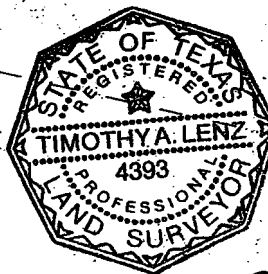


LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF * COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.~DIST.) RECORD CALL
- ▨ AREA TO BE RELEASED

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	N48°18'27"E	25.55
L-2	S60°12'22"W	25.00

PREPARED BY:
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
(512) 443-1174



2-A
9-10-2010

P.O.C. RIVERCLIFF DRIVE

PAGE 1 OF 1
2010-0124B

EXHIBIT "A-2"

**FIELD NOTES TO ACCOMPANY MAP OF SURVEY
25 FOOT WIDE DRAINAGE EASEMENT
LOT 1 - RIVERCLIFF SECTION TWO, PHASE A
TRAVIS COUNTY, TEXAS**

FIELD NOTE DESCRIPTION OF 0.29 ACRE OF LAND, BEING THAT CERTAIN 25 FOOT WIDE DRAINAGE EASEMENT OUT OF LOT 1, RIVERCLIFF SECTION TWO PHASE A, A SUBDIVISION OF RECORD IN DOCUMENT NUMBER 200100065 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. THE SAID 0.29 ACRE OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a ½ inch diameter steel pin found on the northwest line of Rivercliff Drive at the easterly most or southeast corner of the said Lot 1;

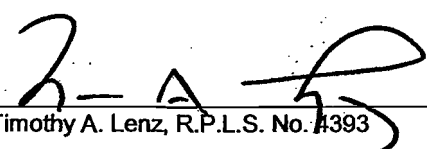
THENCE, N 29°47'38" W, a distance of 758.08 feet along the common line between the said Lot 1 and Lot 19, Replat of Lots 15-19, Rivercliff Subdivision, a subdivision of record in Document Number 200200241 of the Official Public Records of Travis County, Texas, to a point for the southeast corner of the said 25 foot wide drainage easement and **PLACE OF BEGINNING** of the herein described tract;

THENCE, traversing the interior of the said Lot 19, the following three (3) courses and distances:

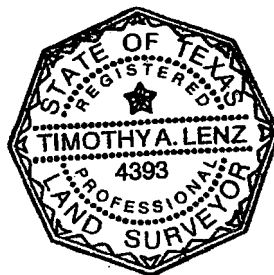
- 1) S 60°12'22" W, 25.00 feet to a point at the southwest corner of the said 25 foot wide drainage easement;
- 2) N 29°47'38" W, 503.44 feet to a point at the northwest corner of the said 25 foot wide drainage easement;
- 3) N 29°15'41" E, a distance of 29.15 feet to a point at the northeast corner of the said 25 foot wide drainage easement;

THENCE, S 29°47'38" E, a distance of 518.42 feet along the said common line between Lot 1 and Lot 19 to the **PLACE OF BEGINNING**, containing 0.29 acre of land, more or less.

BEARING BASIS - ½ inch diameter steel pin found at the southerly most corner of Lot 3 of said Rivercliff Section Two, Phase A subdivision to ½ inch diameter steel pin found at angle point on common line between Lots 3 and 4 of said subdivision (N 57°41'32" W) per plat.


Timothy A. Lenz, R.P.L.S. No. 4393

Lenz & Associates, Inc.,
4303 Russell Drive
Austin, Texas 78704
(512) 443-1174



2010-0124B(DE Lot 1).doc

EXHIBIT A-2 MAP TO ACCOMPANY FIELD NOTES

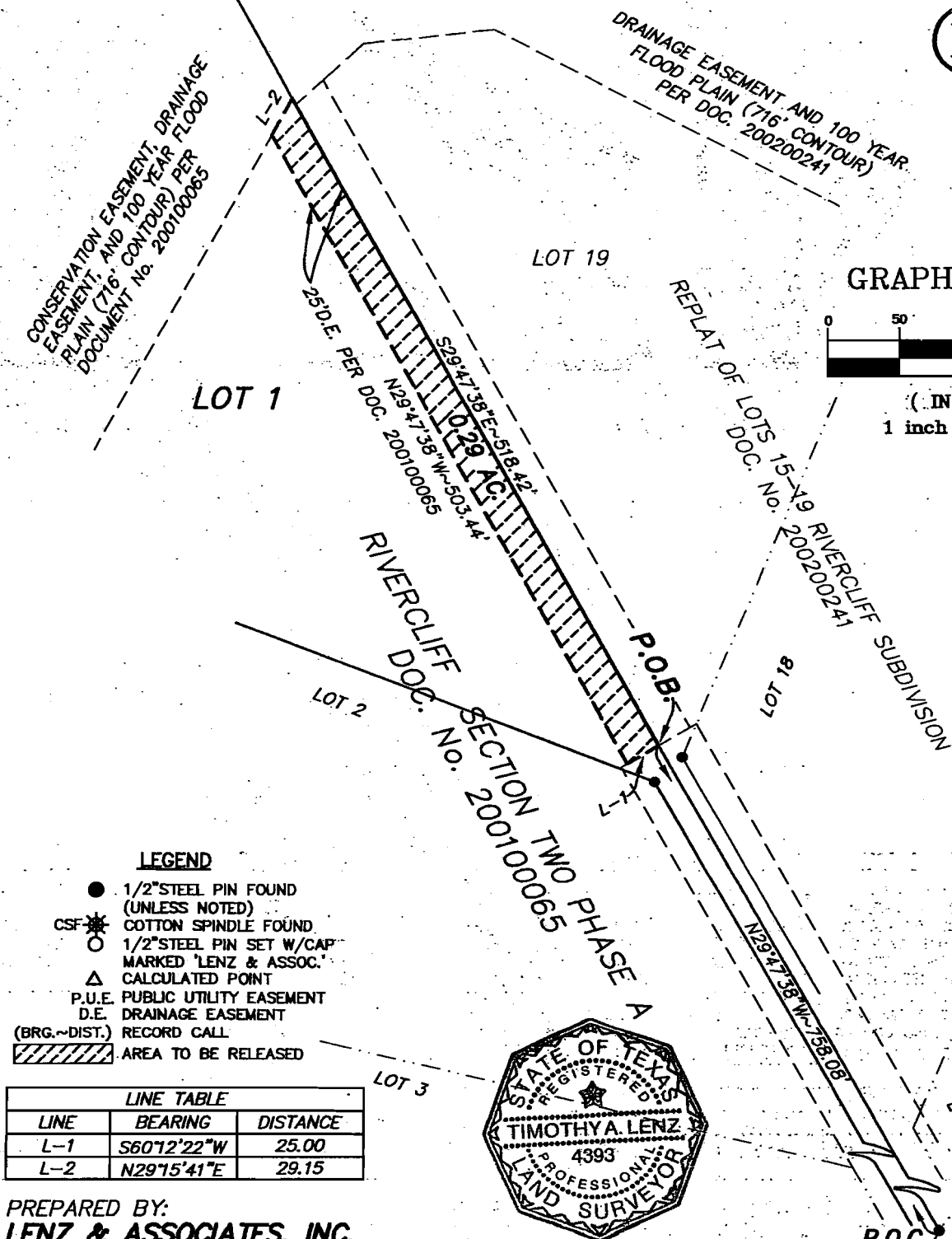


GRAPHIC SCALE



(IN FEET)

1 inch = 100 ft.



LEGEND

- 1/2" STEEL PIN FOUND (UNLESS NOTED)
- CSF * COTTON SPINDLE FOUND
- 1/2" STEEL PIN SET W/CAP MARKED 'LENZ & ASSOC.'
- △ CALCULATED POINT
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- (BRG.-DIST.) RECORD CALL
- ▨ AREA TO BE RELEASED

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S60°12'22"W	25.00
L-2	N29°15'41"E	29.15

PREPARED BY:
LENZ & ASSOCIATES, INC.
4303 RUSSELL DRIVE
AUSTIN, TEXAS 78704
(512) 443-1174

2-A
9-10-2010

P.O.C. RIVERCLIFF DRIVE
PAGE 1 OF 1
2010-0124B

Granite

Development

Services

March 16, 2011

Mr. Michael Hettenhausen
Travis County - Transportation & Natural Resources
411 W. 13th Street, 11th Floor
Austin, Tx 78701

RE: Engineer's Summary Letter
Lytal- Rivercliff Subdivision Plat Amendment
Spicewood, Texas 78669

Dear Mr. Hettenhausen:

Granite Development Services is submitting an engineer's summary letter to support the plat amendment of Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. Based on the existing plat, there is a 25-foot drainage easement on each side of the lot line between Lot 1 Rivercliff Section Two Phase A and Lot 19 Replat of Lots 15-19 Rivercliff Subdivision. We are proposing to amend these plats to combine these lots into one lot and relocate the drainage easement and decrease the size to a 15-foot drainage easement along the new southern lot line of proposed Lot 1A, a 15.39 acre lot. The original 25-foot drainage easements appear to have been established as a means to not cut off drainage from Rivercliff Drive (a private road) to the floodplain of the Pedernales River. In placement of the new 15-foot easement, we will still be providing conveyance access to the floodplain.

As you can see on the provided topographic map, Rivercliff Drive is developed along the high point of the topography and all current runoff flows across the existing lots in a sheet flow condition. Therefore, the drainage easement provided still provides access to the 100-year floodplain without a developed means of conveyance of storm water runoff. We anticipate that no future improvements to the drainage infrastructure will be necessary and the development of the new Lot 1A will not pose any undo conveyance issues in the future.

We look forward to your favorable review of this revision. If you have any questions, please do not hesitate to contact my office at 512-567-8766.

Sincerely,



Keith E. Parkan, PE



CODE: 1105 **RECEIVED**

JAN 12 2012

TNR

January 10, 2012

Mr. John Ellis, Travis County Engineer
Transportation & Natural Resources
411 W. 13th Street
Austin, Texas 78767

**RE: Revised Plat of Lot 1 Rivercliff Sec. Two Ph. A and
Lot 19 Replat of Lots 15-19 Rivercliff Subd.**

Dear Mr. Ellis,


Rivercliff Subdivision is a privately maintained gated subdivision, which is subject to (i) all restrictions, covenants, easements and notes as recorded from the original subdivision plat / documents associated with the subdivision and (ii) any subsequent resubdividing and/or replatting of any parcel within the original subdivision boundaries. All of these plats and documents affect every single property owner within its boundaries.

Rivercliff is aware of the Lytal's request to combine Lot 1 and 19 and in a letter dated August 21, 2010 (letter attached), the officers of Rivercliff indicated their approval of the combination.

The Rivercliff officers are also aware of the Lytal's request to abandon the current drainage easement that straddles the lot line between Lots 1 and 19 and move the easement to the lot line between Lot 2 and the proposed Lot 1A (the "Proposed Drainage Easement"). The officers have reviewed the attached report from Keith E. Parkan PE related to the topography and water drainage on the Lytal's property. To the extent the Rivercliff Homeowners Association (Rivercliff HOA) determines facilities are required on the Proposed Drainage Easement for Rivercliff subdivision drainage, the officers have determined this new easement location would be sufficient. The Rivercliff HOA, at its expense, would be responsible for the design and construction of such facilities.

We look forward to your timely and favorable consideration to the approval of this platting procedure. If you have any questions, please do not hesitate to contact my office.

Sincerely,

 1/10/12
Mr. Shayne Berry, President, Rivercliff HOA

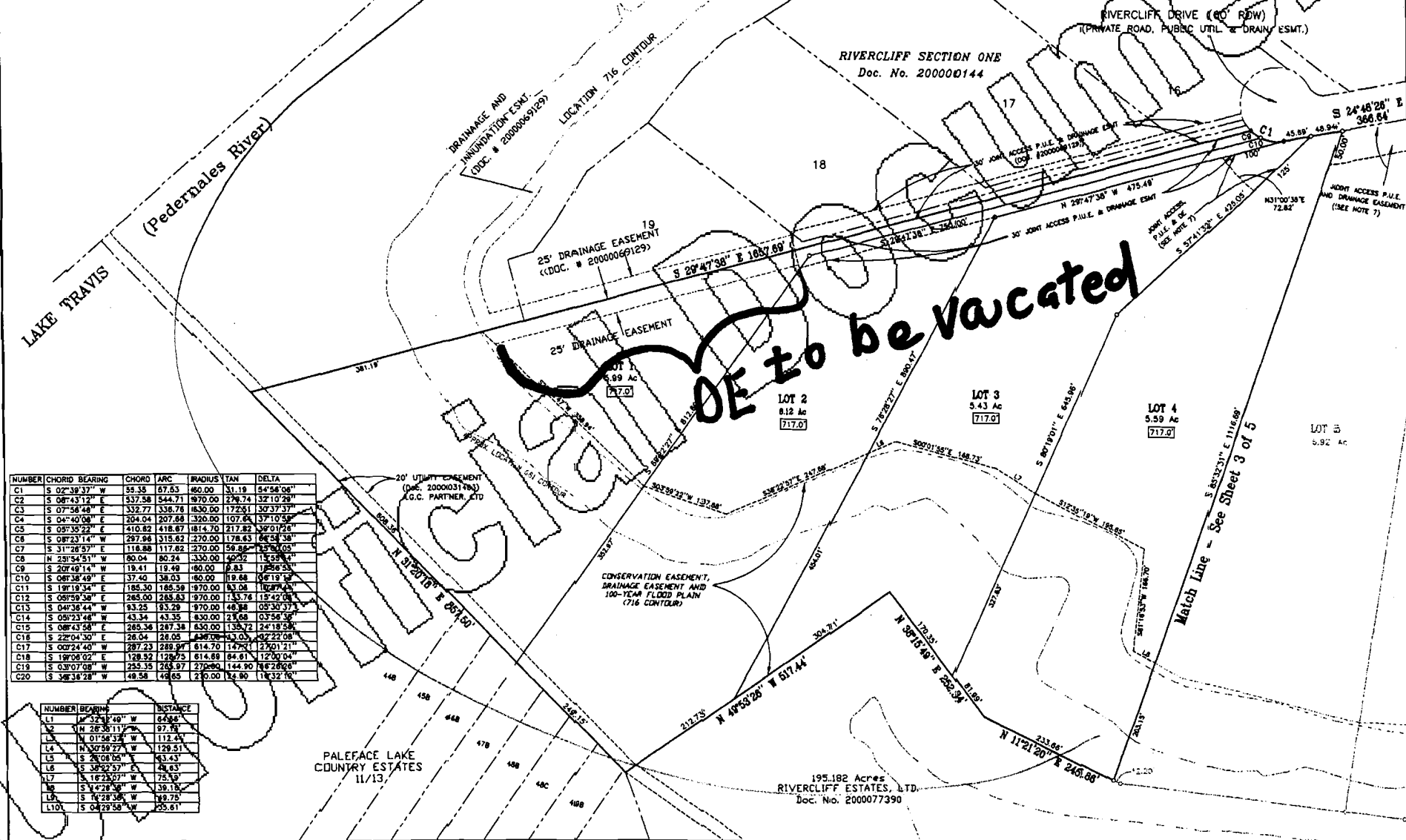
20000065

RIVERCLIFF SECTION TWO, PHASE A

SCALE: 1" = 180'

LEGEND

- CONCRETE MONUMENT FOUND
- IRON ROD FOUND
- IRON AND SET
- PIPE FOUND
- WALL FOUND
- PUBLIC UTILITY ESMT
- DRAINAGE ESMT
- BUILDING LINE
- RECORD CALL
- MINIMUM SLAB ELEVATION



NUMBER	CHORD BEARING	CHORD	ARC	RADIUS	TAN	DELTA
C1	S 02°38'37" W	58.38	67.63	80.00	31.19	54°58'06"
C2	S 08°43'12" E	337.58	544.71	870.00	276.74	32°10'28"
C3	S 07°56'48" E	332.77	336.76	4830.00	172.61	30°37'37"
C4	S 04°40'08" E	204.04	207.88	320.00	107.64	37°10'58"
C5	S 09°35'22" E	410.82	418.87	1814.70	217.82	39°01'26"
C6	S 08°23'14" W	287.96	315.62	270.00	178.63	84°54'38"
C7	S 31°26'57" E	118.88	117.62	270.00	58.86	3°58'02"
C8	N 29°54'51" W	80.04	80.24	330.00	160.52	1°32'54"
C9	S 20°49'14" W	19.41	19.49	80.00	6.83	1°26'53"
C10	S 08°38'49" E	37.40	38.03	80.00	19.88	0°19'19"
C11	S 19°19'34" E	185.30	185.39	870.00	83.08	10°37'40"
C12	S 09°59'58" E	285.00	285.83	870.00	135.76	15°42'08"
C13	S 04°38'44" W	93.25	93.26	870.00	48.88	03°30'37"
C14	S 09°23'48" W	43.34	43.35	830.00	21.68	03°54'36"
C15	S 08°43'58" E	285.36	287.38	830.00	135.72	24°18'58"
C16	S 22°04'30" E	28.04	28.05	830.00	13.03	02°22'08"
C17	S 00°24'40" W	287.23	288.94	814.70	14.70	12°01'21"
C18	S 19°08'02" E	128.52	128.53	814.88	84.81	12°00'04"
C19	S 03°07'08" W	255.35	255.57	272.80	144.90	74°28'08"
C20	S 34°38'28" W	49.58	49.65	230.00	134.80	1°32'10"

NUMBER	BEARING	DISTANCE
L1	N 32°12'49" W	64.86
L2	N 26°36'11" W	97.75
L3	N 01°58'32" W	112.45
L4	N 50°50'27" W	129.51
L5	S 20°00'05" W	63.43
L6	S 38°22'57" E	46.83
L7	S 16°23'07" W	75.19
L8	S 14°26'58" W	39.18
L9	S 16°28'38" W	89.75
L10	S 04°29'58" W	35.81

REPLAT OF LOTS 15-19 RIVERCLIFF SUBDIVISION

SCALE: 1" = 160'

LEGEND

CONCRETE MONUMENT FOUND
IRON ROD FOUND
BROW ROD SET
PIPE FOUND
NAIL FOUND
PUBLIC UTILITY ESMT
DRAINAGE ESMT
BUILDING LINE
RECORD GULL
MINIMUM SD&B ELEVATION



LAKE TRAVIS (Pedernales River)

20' UTILITY EASEMENT
(Doc. 2000031463)
A.G.C. PARTNER, LTD

DRAINAGE EASEMENT
AND 100-YEAR FLOOD PLAIN
(716 CONTOUR)

APPROX. LOCATION 716 CONTOUR

APPROX. LOCATION 716 CONTOUR

30' JOINT ACCESS, PUB
JUL & CR ESMT
Doc. 2000059125

RIVERCLIFF SECTION ONE
Doc. No. 200000144

RIVERCLIFF SECTION ONE
Doc. No. 200000144

CONCRETE MONUMENT FOUND
IRON ROD FOUND
BROW ROD SET
PIPE FOUND
NAIL FOUND
PUBLIC UTILITY ESMT
DRAINAGE ESMT
BUILDING LINE
RECORD GULL
MINIMUM SD&B ELEVATION

LINE TABLE

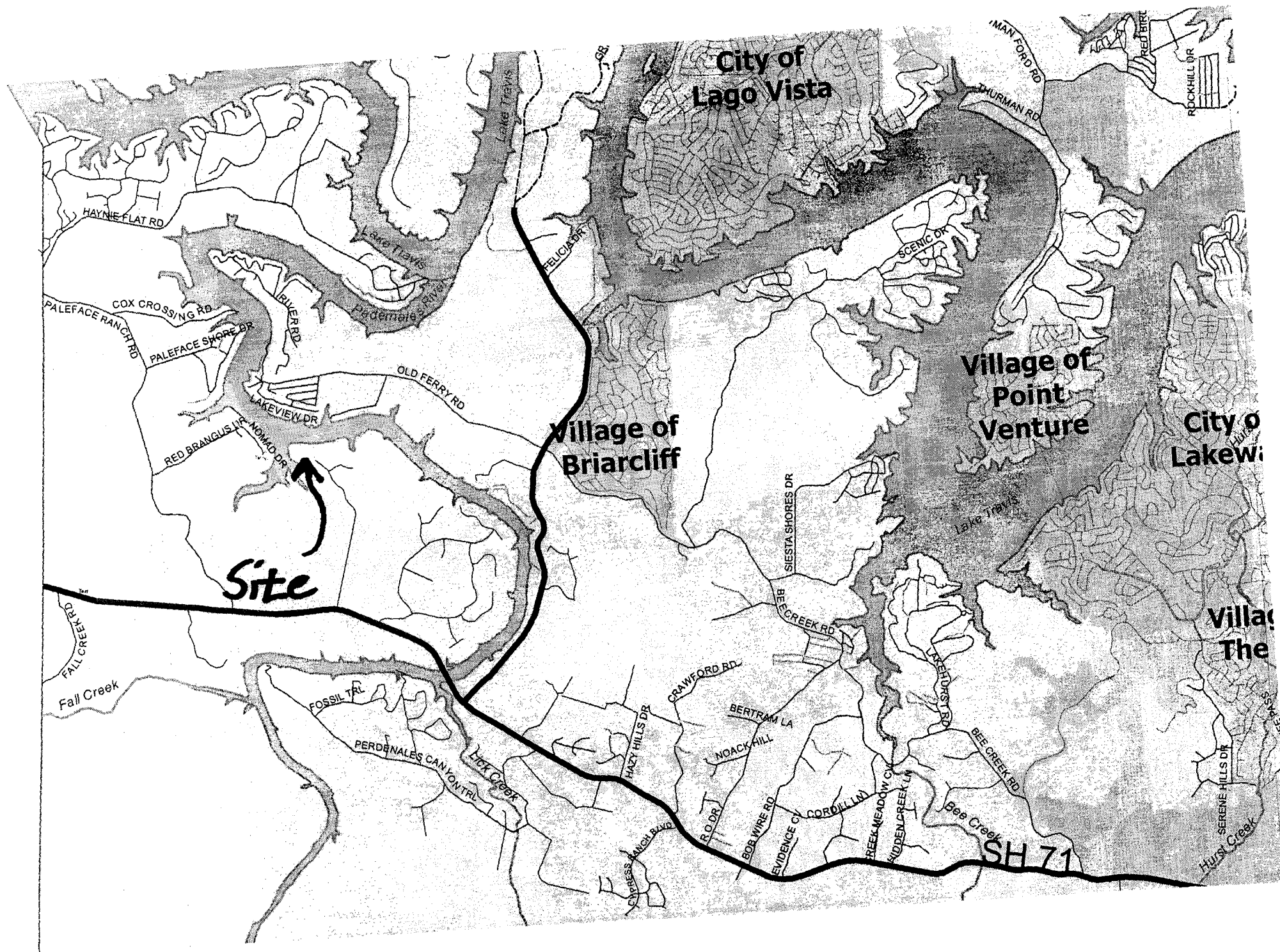
LINE	DIRECTION	DISTANCE
L10	N24°48'28"W	35.18'
L11	S56°24'42"E	30.01'

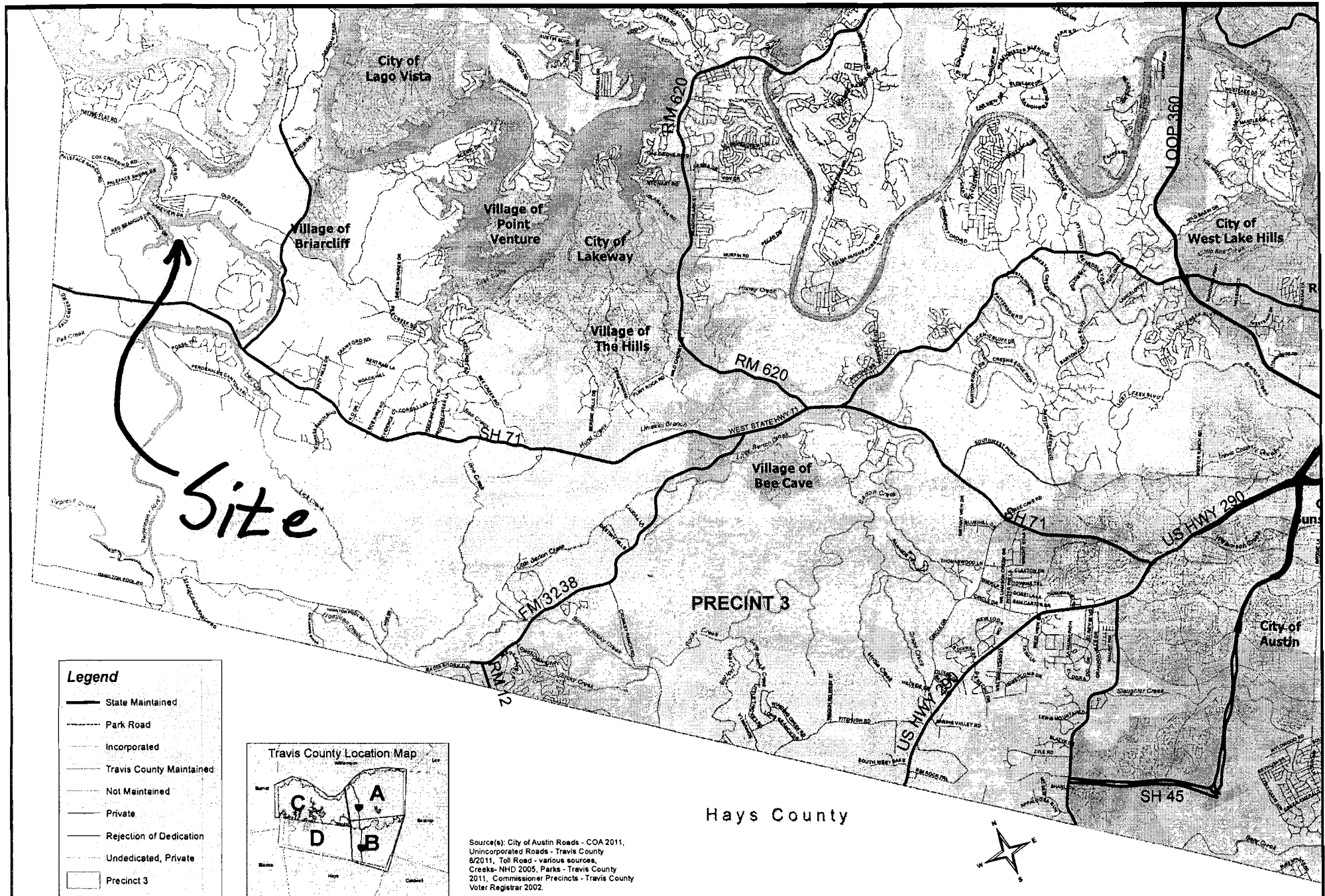
CURVE TABLE

CURVE	DELTA	RADIUS	CHORD	BEARING	CHORD ARC
C1	72°53'43"	25.00'	N11°38'26"E	29.70'	31.81'
C2	46°08'18"	60.00'	N23°01'09"E	47.02'	48.32'
C3	121°48'42"	60.00'	N58°57'31"W	104.86'	127.56'
C4	09°35'42"	60.00'	S58°20'27"W	10.04'	10.05'
C5	09°52'49"	60.00'	S45°36'11"W	10.33'	10.35'
C6	110°32'07"	60.00'	S39°23'43"W	11.02'	11.03'

LINE TABLE FOR NATURE TRAIL

LINE	DIRECTION	DISTANCE
L1	N 55°16'60"E	86.86'
L2	S 89°20'58"E	134.12'
L3	S 48°51'41"E	179.49'
L4	S 74°10'50"E	37.75'
L5	S 57°00'37"E	78.75'
L6	S 47°36'24"E	205.23'
L7	S 79°25'51"E	98.49'
L8	S 51°05'43"E	247.07'
L9	S 65°46'55"E	143.35'





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

Travis County Roadways, Map D

0 1
 Miles



Map Prepared by: Travis County,
 Dept. of Transportation & Natural
 Resources. Date: 8/9/2011



Travis County Commissioners Court Agenda Request

Meeting Date: 2/28/12

Prepared By/Phone Number: 44603

Division Director/Manager: Randy Nicholson, AICP, TNR Planning and GIS Mgr

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

Sponsoring Court Member: Commissioner Davis, Precinct One
Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Approve the setting of a public hearing on Tuesday March 27th, 2012 to receive public comments and take appropriate action regarding the proposed Colorado River Corridor Plan in Precinct One and Four.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Commissioners Court approved an Interlocal Agreement with the City of Austin and the Lower Colorado River Authority to develop a long range comprehensive plan for the development of the Colorado River Corridor between Austin and the Travis/Bastrop county line. A DRAFT plan was completed with assistance from the planning firm Bosse Associates, Inc. Staff held a public meeting and received comments on the DRAFT plan which were posted on the County's web page. Staff reviewed with the Court proposed plan amendments on February 14, 2012.

The purpose of the Corridor Plan is to coordinate regional and local planning and private sector investment to facilitate the preservation and enhancement of valuable environmental, economic, recreational, and cultural resources of the plan area over the next twenty-five to thirty years. The Corridor Plan includes objectives for improved protection of local bio-diversity, preservation and restoration of floodplains and natural areas; the creation of parks, open spaces and greenways; enhancement of Corridor quality of life through the long-term restoration and reclamation of mined sites; and enhancement of mobility through capital project development and new design alternatives.

Plan implementation requires private sector and intergovernmental cooperation since multiple government entities are responsible for the various aspects of transportation, natural resource conservation, and environmental protection in the Corridor. The Corridor Plan is designed to improve collaboration at the regional and local level, and to enhance the knowledge and understanding of the valuable resources of the Colorado River.

STAFF RECOMMENDATIONS:

TNR staff requests the approval for setting a public hearing on March 27th, 2012.

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	854-4239
Steve Manilla	County Executive	TNR	854-9429

CC:

Anna Bowlin	Development Services	TNR	854-7561
Jon White	Natural Resources	TNR	854-7212

: :

0101 - Administrative -



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: February 28, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve the following:

- A. Resolution Approving an Agreement to Issue Bonds, and
- B. Other matters in connection therewith related to Argosy at Crestview Apartments Project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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

RESOLUTION OF BOARD OF DIRECTORS PRESCRIBING THE FORM AND SUBSTANCE OF AN AGREEMENT TO ISSUE BONDS; AUTHORIZING THE EXECUTION OF SUCH AGREEMENT; SETTING A PUBLIC HEARING AND CONTAINING OTHER PROVISIONS RELATING TO \$17,500,000 HOUSING REVENUE BONDS (ARGOSY AT CRESTVIEW APARTMENTS PROJECT)

WHEREAS, Travis County Housing Finance Corporation (the "Corporation") is authorized by the Texas Housing Finance Corporations Act, Local Government Code, Chapter 394, Vernon's Annotated Texas Civil Statutes, as amended (the "Act"), to issue revenue bonds for the purpose of paying all or part of the cost of a Residential Development as defined in the Act, and to sell or lease the project to others or loan the proceeds of the bonds to others to finance all or part of the cost of the Residential Development; and

WHEREAS, the Act authorizes the Corporation: (a) to make loans to any person to provide financing for rental residential developments located within Travis County, Texas (the "County"), and intended to be occupied substantially (at least 90 percent) by persons of low and moderate income, as determined by the Corporation; (b) to issue its revenue bonds for the purpose of obtaining moneys to make such loans and provide such financing, to establish necessary reserve funds and to pay administrative costs and other costs incurred in connection with the issuance of such bonds; and (c) to pledge all or any part of the revenues, receipts or resources of the Corporation, including the revenues and receipts to be received by the Corporation from or in connection with such loans, and to mortgage, pledge or grant security interests in such loans or other property of the Corporation in order to secure the payment of the principal or redemption price of and interest on such bonds; and

WHEREAS, the Corporation now desires to authorize, issue and sell its tax-exempt housing finance revenue bonds, to the extent authorized by law, to provide funds to defray all or part of the cost of acquiring, rehabilitating and/or constructing a certain Residential Development to be known as Argosy at Crestview Apartments by ML CASA V, LP, a Delaware limited partnership (the "User"); and

WHEREAS, the User and the Corporation desire that the Corporation adopt a resolution with respect to the bonds or take some other similar official action toward the issuance of such bonds prior to the commencement of construction or acquisition of such Residential Development; and

WHEREAS, Travis County, Texas (the "Unit"), has authorized and approved creation of the Corporation to act on its behalf to further certain public purposes of the Unit;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE TRAVIS COUNTY HOUSING FINANCE CORPORATION, THAT:

Section 1: The Corporation hereby authorizes and agrees that it will issue and sell its housing finance revenue bonds (the "Bonds") from time to time in one or more series pursuant to the provisions of Texas law to pay all or part of the cost of acquiring and constructing the project

described in Exhibit "A" to the Agreement to Issue Bonds attached hereto (the "Project"), together with all costs of authorization, sale and issuance of the Bonds. The Bonds will be issued and sold as more fully provided in the Agreement to Issue Bonds, and subject to the terms thereof, in a maximum aggregate principal amount expected to be issued for the Project in an amount not to exceed \$17,500,000.

Section 2: The proceeds of the Bonds will be used to finance the acquisition, rehabilitation and/or construction of the Project.

Section 3: The Corporation will enter into a financing agreement with the User providing for financing of all or part of the cost of the Project, as more fully described in the Agreement to Issue Bonds.

Section 4: The Board of Directors of the Corporation (the "Board of Directors") hereby finds, determines and declares that (i) the Project is required and suitable for the promotion of the construction of new, improved, or expanded residential development in the Unit, (ii) the User has the business experience, financial resources and responsibility to provide reasonable assurance that the Bonds and the interest thereon to be paid from, or by reason of, payments made by the User under the financing agreement will be paid as the same become due, and (iii) the Project is in furtherance of the public purposes set forth in the Act.

Section 5: The Agreement to Issue Bonds by and between the Corporation and the User in substance and in form substantially as shown in the attachment hereto is hereby approved and the President or Vice President and Secretary or Assistant Secretary of the Corporation are hereby authorized to execute and attest such Agreement to Issue Bonds for and on behalf of the Corporation.

Section 6: The Corporation hereby authorizes the filing of an Application For Allocation of Private Activity Bonds with the Texas Bond Review Board for the year 2012 for the amount of \$17,500,000 of qualified residential mortgage bonds, and the President of the Corporation, Samuel T. Biscoe, is designated as the authorized officer to execute and deliver such Application to the Texas Bond Review Board, and subject to any changes such officer deems necessary.

Section 7: That neither the User nor any other party is entitled to rely on this Resolution as a commitment to loan funds, and the Corporation reserves the right not to issue the Bonds either with or without cause and with or without notice, and in such event the Corporation shall not be subject to any liability or damages of any nature. Neither the User nor any one claiming by, through or under the User, nor any investment banking firm or potential purchaser of the Bonds shall have any claim against the Corporation whatsoever as a result of any decision by the Corporation not to issue the Bonds.

Section 8: This Resolution, together with the Agreement to Issue Bonds attached hereto, shall be deemed and construed as a resolution authorizing the issuance of the aforesaid Bonds or some other similar official action toward the issuance of the Bonds.

PASSED AND APPROVED this 28th day of February, 2012.

Samuel T. Biscoe, President

CERTIFICATION

The above resolution, adopted by the Board of Directors of the Travis County Housing Finance Corporation at a meeting held on the 28th day of February, 2012, is hereby certified to be a true and correct copy of an official copy thereof on file among the official records of such Corporation.

WITNESS my hand and seal of office this 28th day of February, 2012.

Margaret Gomez, Secretary



Travis County Commissioners Court Agenda Request Travis County Housing Finance Corporation

Meeting Date: February 28, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action on the following:

1. Receive update on the reimbursement process for the Corporation's Neighborhood Stabilization Program, and
2. Approve three invoices totaling \$750.00 from an underwriter on the Corporation's Neighborhood Stabilization Program.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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

Eli Ontiveroz**INVOICE**

106 Benchmark Street
Georgetown, TX 78626
512-589-6879 (cell) 512-857-0422 (fax)

DATE: February 21, 2012
INVOICE # 100

BILL TO:
Leroy Nellis
Travis County Housing Finance Corporation
700 Lavaca Street # 1560
Austin, TX 78767
512-854-9116

FOR: Renee Sandlin

DESCRIPTION	HOURS	RATE	AMOUNT
13041Jelly Palm Trail Elgin, TX 78621			\$ -
Compiled documentation per Leroy Nellis letter dated 2/3/12 (letter attached)			100.00
1 hour consultation session to review documentation with Leroy at his location			150.00
SUBTOTAL			\$ 250.00
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 250.00

Make all checks payable to **Eli Ontiveroz**

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

Eli Ontiveroz**INVOICE**

106 Benchmark Street
Georgetown, TX 78626
512-589-6879 (cell) 512-857-0422 (fax)

DATE: February 16, 2012
INVOICE # 100

BILL TO:
Leroy Nellis
Travis County Housing Finance Corporation
700 Lavaca Street # 1560
Austin, TX 78767
512-854-9116

FOR: Debra Westbrook

DESCRIPTION	HOURS	RATE	AMOUNT
12633 James Polk Street, Manor, TX 78653			\$ -
Compiled documentation per Leroy Nellis letter dated 2/3/12 (letter attached)			100.00
1 hour consultation session to review documentation with Leroy at his location			150.00
SUBTOTAL			\$ 250.00
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 250.00

Make all checks payable to **Eli Ontiveroz**

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!

Eli Ontiveroz**INVOICE**

106 Benchmark Street
 Georgetown, TX 78626
 512-589-6879 (cell) 512-857-0422 (fax)

DATE: February 16, 2012
INVOICE # 100

BILL TO:
 Leroy Nellis
 Travis County Housing Finance Corporation
 700 Lavaca Street # 1560
 Austin, TX 78767
 512-854-9116

FOR: Jill Thompson

DESCRIPTION	HOURS	RATE	AMOUNT
12829 Dwight Eisenhower Street Manor, TX 78653			\$ -
Compiled documentation per Leroy Nellis letter dated 2/3/12 (letter attached)			100.00
1 hour consultation session to review documentation with Leroy at his location			150.00
SUBTOTAL			\$ 250.00
TAX RATE			
SALES TAX			-
OTHER			
TOTAL			\$ 250.00

Make all checks payable to **Eli Ontiveroz**

Total due in 15 days. Overdue accounts subject to a service charge of 1% per month.

THANK YOU FOR YOUR BUSINESS!



Travis County Commissioners Court Agenda Request Travis County Health Facilities Development Corporation

Meeting Date: February 28, 2012

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE: Consider and take appropriate action to approve Resolution naming Wilmington Trust, National Association, as trustee for Series 2012 Bonds to be issued with respect to certain health facilities of Longhorn Village.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: See attached backup.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Acting County Executive, Planning and Budget/854-9066

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



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
William C. Blount

(512) 479-0300
Fax (512) 474-1901
E-mail: blount@namanhowell.com

TO: Board of Directors of Travis County Health Facilities Development Corporation

DATE: February 21, 2012

RE: Modification Resolution for Longhorn Village

Agenda Date: February 28, 2012

Approval of a resolution changing the trustee for Longhorn Village is on the agenda for Tuesday, February 28. Attached hereto is the resolution that is proposed for approval. The Financing was approved on November 29, 2011.

The borrower has determined to use Wilmington Trust as the trustee on the transaction. Wilmington Trust will administer the transaction through its office in Dallas.

Please give me a call if you have any questions regarding this matter before Tuesday.

cc: Andrea Shields, w/o attachments
Ladd Pattillo, w/o attachments

**RESOLUTION MODIFYING A
RESOLUTION OF TRAVIS COUNTY HEALTH FACILITIES DEVELOPMENT CORPORATION
CONCERNING ISSUANCE OF REVENUE BONDS WITH RESPECT TO CERTAIN
HEALTH FACILITIES OF LONGHORN VILLAGE
AND AUTHORIZING THE EXECUTION AND DELIVERY OF ALL
FINANCING DOCUMENTS RELATING TO THE ISSUANCE, SALE,
AND DELIVERY OF SUCH BONDS, INCLUDING AN INDENTURE OF TRUST,
A LOAN AGREEMENT, A BOND PURCHASE AGREEMENT
AND OTHER DOCUMENTS IN CONNECTION THEREWITH**

WHEREAS, Travis County Health Facilities Development Corporation (the "Issuer") has previously adopted a "Resolution of Travis County Health Facilities Development Corporation concerning issuance of revenue bonds with respect to certain health facilities of Longhorn Village and authorizing the execution and delivery of all financing documents relating to the issuance, sale, and delivery of such bonds, including an indenture of trust, a loan agreement, a bond purchase agreement and other documents in connection therewith" (the "Original Resolution"); and

WHEREAS, the Original Resolution designated The Bank of New York Mellon Trust Company, National Association as trustee for the Travis County Health Facilities Development Corporation First Mortgage Revenue Refunding Bonds (Longhorn Village Project) Series 2012 (the "Series 2012 Bonds"); and

WHEREAS, Longhorn Village (the "Obligor") has requested that the Issuer substitute Wilmington Trust, National Association as trustee for the Series 2012 Bonds;

NOW, THEREFORE, BE IT RESOLVED THAT the Original Resolution is hereby modified to designate Wilmington Trust, National Association as trustee for the Series 2012 Bonds.
