



## Travis County Commissioners Court Agenda Request

**Meeting Date:** February 7, 2012

**Prepared By/Phone Number:** Shannon Pleasant CTPM / 854-1181;  
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.IL120083SH, Orthoimagery services with The Capital Area Council of Governments (CAPCOG).

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.

The Transportation & Natural Resources department request that Travis County enter into an Interlocal agreement with CAPCOG to obtain 6-inch resolution 2<sup>nd</sup> generation true orthoimagery.

Aerial photography is an efficient means to assess changes to features within the county, taking into account the large geographic extent of the county. The county will use the aerial imagery for determining impervious surface for drainage facilities, land use classification, rectification of parcel boundaries, digitizing structures, locating streets, bridges and other identifiable features, as well as a background for most of the mapping (including 911 addressing) and engineering projects in the county. Ortho-photography is particularly beneficial with GIS (Geographic Information System) software which makes viewing, analyzing and printing customized digital maps much easier. The functional units within TNR and the county use aerial imagery for their location based projects. The last time the county acquired Ortho-photography was in 2009.

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

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

Ø **Contract-Related Information:**

Award Amount: \$29,500.92

Contract Type: Interlocal Agreement

Contract Period: Upon execution through September 30, 2012

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:**

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.: 549287

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](mailto:Cheryl.Aker@co.travis.tx.us) by Tuesdays at 5:00 p.m. for the next week's meeting.

PI625I02

TRAVIS COUNTY  
Purchase Requisition

1/26/12  
11:35:18

Number . . . . . : 0000549287  
Type . . . . . : 1 PURCHASE REQUISITION  
Status . . . . . : READY FOR BUYER PROCESS  
Reason . . . . . : PENDING COURT APPROVAL OF INTERLOCAL  
By . . . . . : CHRISTINA JENSEN 854-9383  
Date . . . . . : 12/27/11  
Vendor . . . . . : CAPITAL AREA COUNCIL  
Contract nbr . . . . . :  
Ship to . . . . . : AI AS INDICATED BELOW  
Deliver by date . . . . . : 1/15/12  
Buyer . . . . . : SH SHANNON PLEASANT  
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	29500.92	DOL	6" ORTHOPHOTOS FOR 416 SQUARE MILES AS PROVIDED BY THE GEOSPATIAL BASE MAP PROJECT BETWEEN SANBORN AND CAPCOG

COMMENTS EXIST

Total: 29500.92

F3=Exit F7=Alternate view

F9=Print

F10=Approval info F12=Cancel F20=Comments

**CAPITAL AREA COUNCIL OF GOVERNMENTS**  
**ORTHOIMAGERY INTERLOCAL CONTRACT FOR GEOMAP 2012 WORK ORDER**  
**4511-16-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 6-inch resolution 2nd generation true orthoimagery (the “Orthoimagery 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 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 6-inch resolution orthoimagery 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 6-inch resolution 2<sup>nd</sup> generation true orthoimagery 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 \$29,500.92. The total contract value includes a project management fee of \$1,404.81, 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 completed all aerial photography for the Project
- 30% when CAPCOG provides to the County the survey report and aerial triangulation (“AT”) prepared by Sanborn
- 30% when CAPCOG provides documentation to the County that Sanborn has established an online quality control/quality assurance process for the Project
- 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 \$28,096.11 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 on 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 correction 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 6-inch orthoimagery contract for is 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. 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.

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  \_\_\_\_\_

Samuel T. Biscoe  
County Judge

Betty Voights  
Executive Director

Date \_\_\_\_\_

Date 1-13-12



**EXHIBIT A**

**CAPITAL AREA COUNCIL OF GOVERNMENTS**

**GEOMAP 2012 WORK ORDER 4511-16-TC**

When signed on behalf of CAPCOG, this Work Order authorized 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 \$28,096.11 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 Attachment C of the CAPCOG/Sanborn Contract.

**SCOPE OF WORK**

CAPCOG will provide the County 6" Orthophotos for 416 square miles (Q4 tiles) for a total price of \$29,500.92, or \$70.92 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 1-13-12

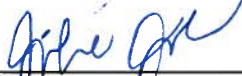
AVAILABILITY OF FUNDS CONFIRMED:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan Spataro  
Travis County Auditor

APPROVED AS TO FORM:

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cyd Grimes C.P.M, CPPO  
Travis County Purchasing Agent

APPROVED AS TO FORM:

By:  \_\_\_\_\_ Date: 1-26-2012  
Assistant County Attorney

**ATTACHMENT 1**  
**LIST OF KEY CONTRACTING PERSONS**  
**NOVEMBER 4, 2011**

**CURRENT**

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Name of Business Individual is Associated</u>
County Judge .....	Samuel T. Biscoe	
County Judge (Spouse).....	Donalyn Thompson-Biscoe	
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.....	Felicita 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.....	Vacant	
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	
Attorney, Transactions Division .....	Tamara Armstrong	
Attorney, Transactions Division .....	Daniel Bradford	
Attorney, Transactions Division .....	Mary Etta Gerhardt	
Attorney, Transactions Division .....	Barbara Wilson	
Attorney, Transactions Division .....	Jim Connolly	
Attorney, Transactions Division .....	Tenley Aldredge	
Director, Health Services Division .....	Beth Devery	
Attorney, Health Services Division .....	Prema Gregerson	
Purchasing Agent .....	Cyd Grimes, C.P.M.	
Assistant Purchasing Agent .....	Marvin Brice, CPPB	

Assistant Purchasing Agent .....Bonnie Floyd, CPPO, CPPB, CTPM  
 Purchasing Agent Assistant IV .....Diana Gonzalez  
 Purchasing Agent Assistant IV .....Lee Perry  
 Purchasing Agent Assistant IV .....Jason Walker  
 Purchasing Agent Assistant IV .....Richard Villareal  
 Purchasing Agent Assistant IV .....Patrick Strittmantter\*  
 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

**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

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

TIME RECEIVED  
February 1, 2012 4:25:41 PM CST

REMOTE CSID  
5128544697

DURATION  
61

PAGES  
1

STATUS  
Received

5128544697

TRAVIS COUNTY TNR

04:43:18 p.m.

02-01-2012

1 / 1

30



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

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

February 1, 2012

**MEMORANDUM**

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

TNR requests that Travis County enter into an interlocal agreement with The Capital Area Council of Governments ("CAPCOG") to obtain 6 inch resolution 2<sup>nd</sup> generation true orthoimagery. Aerial photography is an efficient means to assess changes to features within the county, taking into account the large geographic extent of the region. The County uses aerial imagery for many purposes: determining impervious surface for drainage facilities, land use classification, rectification of parcel boundaries, digitizing structures, locating streets, bridges and other identifiable features, as well as a background for most of the mapping (including 911 addressing) and engineering projects in the county. Ortho-photography is particularly beneficial with GIS software which makes viewing, analyzing and printing customized digital maps much easier.

The funding for this agreement was approved in the FY12 budget process. The funds have been pre-encumbered on requisition 549287. 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.

*[Signature]*  
CJ:SMM:cj