



Travis County Commissioners Court Agenda Request

Meeting Date: July 16, 2013

Prepared By/Phone Number: Mike Long, 854-4850; Marvin Brice, 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve modification no. 4 to Interlocal Agreement No. 4400000356 (HTE contract no. IL040278ML), Austin State Hospital for environmental services for CIT offices.

- **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.

Interlocal Agreement No. 4400000356 serves to reimburse Austin State Hospital (ASH) for environmental services and utilities. The annual contract amount is \$25,872.00 and is shared by the City of Austin.

Modification No. 4 will:

- a. Increase the annual contract price from \$25,872.00 to \$27,072.00, an increase of \$1,200.00. The monthly rate will change from \$2,156.00 to \$2,256.00, an increase of 100.00.

This increase is due to higher utility services consisting of water, electricity and wastewater services. This is the first increase since September of 2008.

- b. Renew the contract for an additional one-year term beginning September 1, 2013 and continuing through August 31, 2014.

Modification No. 3 renewed the agreement for a one year period beginning September 1, 2012 and continuing through August 31, 2013.

Modification No. 2 renewed the agreement for a one-year period beginning September 1, 2011 and continued through August 31, 2012.

Modification No.1 renewed the agreement for a one-year period beginning September 1, 2010 and continued through August 31, 2011.

- **Contract Expenditures:** Within the last 12 months \$25,872.00 has been spent against this contract.
- **Contract-Related Information:**
 - Award Amount: 27,072.00
 - Contract Type: Interlocal Agreement
 - Contract Period: September 1, 2013 – August 31, 2014
- **Contract Modification Information: N/A**
 - Modification Amount: \$1,200.00
 - Modification Type: Professional Service
 - Modification Period: September 1, 2013 – August 31, 2014
- **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:**
 - SAP Shopping Cart #:
 - Funding Account(s): 1370750001-511630
 - Comments: Funds to be encumbered when budget is approved for FY'14



JAMES SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

April 11, 2013

Michael Long
Purchasing Assistant III
Travis County Purchasing Office
700 Lavaca, Ste. 800
Austin, TX 78701

Dear Mr. Long,

It has come to my attention there will be an increase in the inter-local this year due to the cost of utilities. The increase will be an additional 100.00/month and going from \$500 to \$600. This will result in the annual contract amount increasing \$25,872 to \$27,072.

I believe it is reasonable and necessary and I recommend we accommodate it in our budget for the upcoming year.

Sincerely,


PHYLLIS J. CLAIR
Major, LE Bureau

cc: Linda Hollis TCSO Finance
Paul Knight, Captain
Michael Hemby Manager / Research & Planning



Safety, Integrity, Tradition of Service

MODIFICATION OF CONTRACT NUMBER: 4400000356(hte) IL040278ML-Service Agreement

PAGE 1 OF 7 PAGES

ISSUED BY: PURCHASING OFFICE 700 Lavaca/8 th floor AUSTIN, TX 78701	PURCHASING AGENT ASST: Michael Long TEL. NO: (512) 854-4850 FAX NO: (512) 854-9185	DATE PREPARED: July 1, 2013
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ISSUED TO: Dept. of State Health Services 4110 Guadalupe St. Austin, TX 78751 Attn: Carl Schock, Superintendent	MODIFICATION NO.: 4	EXECUTED DATE OF ORIGINAL CONTRACT: September 30, 2008
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ORIGINAL CONTRACT TERM DATES: 10/1/08-8/31/10 CURRENT CONTRACT TERM DATES: 9/1/12-8/31/14

FOR TRAVIS COUNTY INTERNAL USE ONLY:
Original Contract Amount: \$25,872.00 Current Modified Amount \$27,072.00

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.

Upon execution of this modification, pursuant to Section VI, Exhibit D will be replaced with a revised Exhibit D as amended by Mr. Patrick Pence, Financial Officer.

1. The annual contract price will be \$27,072.00, an increase of \$1,200.00 and payable for twelve (12) consecutive months at 2,256.00 per month, an increase of \$100.00.
2. The term of Agreement is renewed for an additional one-year term beginning September 1, 2013 and continuing through August 31, 2014.

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: See page 3 for signature line approval _____ SIGNATURE BY: _____ PRINT NAME TITLE: _____	<input type="checkbox"/> DBA <input type="checkbox"/> CORPORATION <input type="checkbox"/> OTHER DATE: _____
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TRAVIS COUNTY, TEXAS BY: <u>Cyd V. Grimes</u> CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	DATE: <u>7-2-13</u>
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TRAVIS COUNTY, TEXAS BY: See page 3 for signature line approval _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	DATE: _____
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ID #8932

**AGREEMENT TO RENEW
CONTRACT AGREEMENT FORM FOR
ENVIRONMENTAL AND MAINTENANCE SERVICES
AT CRISIS INTERVENTION TEAM OFFICES AT ASH**

WHEREAS, the City of Austin and Travis County, as Receiving Parties, and the Austin State Hospital, as Performing Party, previously entered into a Contract Agreement Form for environmental and maintenance services for CIT offices at the Austin State Hospital, a copy of which is attached hereto and made apart hereof (the "Services Agreement"); and,

WHEREAS, the current term of the Agreement is scheduled to terminate on August 31, 2013; and,

WHEREAS, the Agreement provides that it is subject to renewal for 5 additional one year periods at the option of APD/TCSO with approval from Austin State Hospital; and,

WHEREAS, the City of Austin, Travis County, and the Austin State Hospital desire to renew the Agreement for an additional one-year period beginning upon the expiration of the current term and continuing through August 31, 2014;

NOW, THEREFORE, IT IS AGREED THAT:

1. Defined Terms. Defined terms used but not defined in this agreement are as defined in the Services Agreement.
2. Amendment to Article II.5.h. Article II.5.h of the Services Agreement is hereby amended by replacing "\$500" with "\$600."
3. Amendment to Article II.6.a. Article II.6.a of the Services Agreement is hereby amended by replacing "Account number F3AK38 (utilities) a total of \$6,000, monthly \$500" with "Account number F3AK38 (utilities) a total of \$7,200, monthly \$600."
4. Amendment to Article IV. Article IV of the Services Agreement is hereby amended by replacing "Twenty five thousand eight hundred and seventy-two dollars (\$25,872), (i.e. \$2,156 monthly throughout the term)" with "Twenty seven thousand and seventy-two dollars (\$27,072), (i.e. \$2,256 monthly throughout the term)."
5. Amendment to Article VI. Article VI of the Services Agreement is hereby amended to replace the termination date of "September 1, 2013" with the termination date of "August 31, 2014."
6. Except for the amendments described herein, all other terms and conditions of the Services Agreement shall remain unchanged and in full force and effect.
7. This agreement takes effect September 1, 2013.

RECEIVING PARTIES:

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge

Date: _____

CITY OF AUSTIN

By: Lauraine Rizer
Lauraine Rizer, Officer
Office of Real Estate Services

Date: 6-26-13

PERFORMING PARTY:

AUSTIN STATE HOSPITAL

By: Cathy Nitchart
Cathy Nitchart,
Acting Superintendent

Date: 6/26/13

Approved as to Form:
Gregory D. Miller
Gregory D. Miller
Assistant City Attorney

Exhibit D

Contract Form No. 005
Contract Manager David Nattin/Richard Reneau

CONTRACT AGREEMENT FORM

THIS CONTRACT AGREEMENT is entered into by and between the parties shown below as Agreeing Parties, pursuant to the authority granted and in compliance with Title VII, Texas Health and Safety Code.

I. AGREEING PARTIES:

The Receiving Party: Travis County and the City of Austin (CIT)

The Performing Party: Austin State Hospital (ASH) / Environmental Services and Maintenance Departments

II. STATEMENT OF SERVICES TO BE PERFORMED:

1. **Austin State Hospital Environmental Services will provide the following services:**
 - a. ASH will perform Environmental Services for CIT offices in the Austin State Hospital building 631 unless otherwise agreed to in writing. The Receiving Parties shall reimburse ASH for all Environmental Services in accordance with the terms of this Agreement.
 - b. Environmental Services to be performed at the rate stated in Section III of this Agreement (as may be amended from time to time) in accordance with the schedule employed by the Austin State Hospital for similar services, including the following:
 - 1) Vacuum, sweep and mop.
 - 2) Trash removal from building.
 - 3) Clean and disinfect all restrooms.
 - 4) Clean and disinfect all break rooms.
 - 5) Clean all entrances.
 - 6) Dust horizontal and vertical surfaces such as windowsills and doors.
 - 7) Clean interior/exterior windows.
 - 8) Recycled paper collection.
 - 9) Clean ceiling vents.
 - 10) Clean light fixtures.
 - 11) Provide all cleaning chemicals and equipment needed for service as well as soaps, paper towels and toilet paper.
 - 12) This service does not include the cleaning of personal items and individual office workspace and/or equipment.
2. **Additional Environmental Services cost not specified in this agreement:**
 - a. Furniture care, room set up, etc., will be provided only with prior approval, and with an approved reimbursement agreement. Complete carpet extracting (shampooing), including moving furniture (excluding electronic equipment, e.g. computers, printers, etc.), is available at an additional fee of \$0.10 a square foot, plus \$12.00 per man-hour (with a minimum of two man hours) to be performed after normal duty hours (e.g. cost to shampoo a 100 sq. ft. office = sq. ft. charge of \$10 plus 2 hours labor for a total of \$34.00).

- b. ASH Environmental Services department will respond to emergency requests for environmental services on a limited basis. Environmental Services managerial staff will assess the feasibility of each request on a case by case basis within two (2) hours of notification. The Receiving Parties' contract manager will be notified of the Environmental Services manager's assessment. Emergency services will be provided at a cost of \$15 per man-hour plus expenses.
- These services may include carpet extraction, wet vacuuming, cleaning and disinfecting.

3. **Terms & Conditions (Specifications)**

- a. Hours of operation may vary from 6am to 3pm and 7am to 4pm Monday through Friday, excluding National and/or State Holidays when all agencies are closed, during which times such services will be limited to emergency requests for environmental and plant maintenance services.
- b. Services will be rendered by standard Environmental Services procedures.
- c. Service Delivery Specs: The buildings are clean, sanitary and safe.
- d. The service area for building 631 a total square footage of 3,460. Payments for service performed will be billed monthly, plus any additional charges agreed to by contract coordinators. Each party will designate a contract coordinator for this service and approve any deviation or additions to the services listed above.

Note: All above services will be performed during normal duty hours, except where specified.

- e. Purchases of new equipment by the Receiving Parties that is to replace existing ASH equipment shall be processed through ASH and remain the property of the State of Texas. Repairs of existing ASH equipment shall be performed by ASH plant maintenance staff or a vendor approved by ASH Plant Manager.

4. **Service/Performance Objectives (For use in monitoring)**

- a. To provide a clean, sanitary and safe environment for staff and visitors.

5. **Austin State Hospital Plant Maintenance will provide the following services:**

- a. Provide Maintenance Mechanics to perform routine and emergency maintenance for Building 631, Monday through Friday, 7am to 4pm. Routine and emergency maintenance is defined as those actions necessary to maintain the equipment/systems associated with the building and requiring repair/replacement due to normal use and/or equipment/system failures and building life safety features – fire alarm system, fire sprinklers, fire extinguishers.
- b. The Receiving Parties will pay replacement costs of components and/or systems damaged due to occupant misuse, negligence, etc. Examples of misuse and/or negligence would be damaged windows, doors, light fixtures, plumbing fixtures, etc.
- c. Technical and administrative support will be coordinated through the Plant Maintenance Director.
- d. Provide Help Desk personnel to receive requests for work, and dispatch appropriate personnel in response to Building 631. All 631 requests for work to be routed through the ASH Help Desk at 419-2367 or through the use of the web based Work Requester system.
- e. Provide one 3-yard dumpster for trash disposal with scheduled pickup on Monday, Wednesday and Fridays. Additional dumpsters/services may be provided to be paid for by the Receiving Parties.
- f. Coordinate utility shut downs with 631 Administration to ensure minimal disruption of daily activities.

- g. Provide limited incidental routine feral animal and pest control when requested, on a time and material basis.
- h. Provide 631 utility services consisting of water, electricity, and wastewater service at a cost of \$600 per month, to be billed by ASH monthly.

The above stated increase reflects a projected 20% increase in electric rates and related services which is an annual bill for an amount of \$3,200 per year or \$100 per month.

6. **CIT will do the following:**

- a. Fund ASH:
 - Account number F3AK39 (environmental services) a total of \$17,472, monthly \$1,456.
 - Account number F3AK27 (copy machine rental) a total of \$2,400, monthly \$200.
 - Account number F3AK38 (utilities) a total of \$7,200, monthly \$600.00.
 - Plus Maintenance activities based on a time and materials basis.

III. **BASIS FOR CALCULATING REIMBURSABLE COSTS:**

Per paragraph 6a above.

IV. **AGREEMENT AMOUNT:**

The total annual amount of this contract shall not exceed: Twenty seven thousand and seventy-two dollars (\$27,072), (i.e. \$2,256 monthly throughout the term), not including additional costs associated with environmental services, maintenance activities and additional copier costs that will be billed to Receiving Parties in accordance with applicable sections of this Agreement.

V. **PAYMENT FOR SERVICES:**

Payments for service performed by ASH shall be billed to Receiving Parties on a monthly basis at the following address:

Bill Campbell, Finance Director
Mike Long, Purchasing Agent Assistant
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

Receiving Parties will process all bills in a timely fashion and pay ASH within 30 days of billing date.

Payments for services shall be in the form of a check mailed to:

Austin State Hospital
c/o Cashiers Office
4110 Guadalupe St.
Austin, Tx. 78751

Payments received by the Performing Party shall be credited to its current appropriation item(s) or account(s) from which the expenditures of that character were originally made, see paragraph 6a above.

VI. **TERM OF AGREEMENT:**

This Agreement is to begin September 1, 2013 and shall terminate August 31, 2014.

Review of Rates:

Rates for this agreement will be reviewed prior to renewal of the agreement and adjusted as mutually agreed upon by both signatories.

VII. OTHER TERMS:

Record Retention: All records pertaining to this Contract Agreement will be the responsibility of the performing party, until audited, and must be retained as stated in Operating Instruction 417-11, Records Management Program. Once audited, these records may be transferred to the receiving party for long term storage.

Conflict Resolution:
In the event a dispute arises between the parties involving the provision or interpretation of any term or condition of this Contract agreement, negotiations will take place between Austin State Hospital and the Receiving Parties within 5 working days after notice of such a dispute is given by one of the parties to this agreement.

Copy Machine
A copy machine will be provided for use by Receiving Parties at an annual cost of \$2,400.00. Receiving Parties must supply copy paper and staples. Receiving Parties will contact the vendor for service to the copier.

- Termination:**
1. **Immediate Termination:** Either party may terminate this agreement immediately if:
 - a. Payment for designated services is not received by ASH within 30 days of the due date; or
 - b. Funds are not appropriated or available to support the Allowed Use or the designated services.
 2. **Termination With Cause:** Either party may terminate this Agreement after sixty (60) days written notice if the other party is in default of any of the provisions herein (other than failure of payment for designated services, which shall be cause for immediate termination per section 1.a. above).
 3. **Termination Without Cause or By Mutual Agreement:** Either party, without cause, may terminate this Agreement by providing the other party with at least ninety (90) days written notice.

THE UNDERSIGNED PARTIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected parties, and (2) the proposed arrangements serve the interest of efficient and economical administration.

RECEIVING PARTY

PERFORMING PARTY

Travis County
Name of Party

Austin State Hospital
Name of Party

By: See page 3 for signature line approval
Samuel T. Biscoe, County Judge

By: See page 3 for signature line approval
Carl Schock, Superintendent

Date: _____

Date: _____

City of Austin
Name of Party

By: See page 3 for signature line approval
Marc Ott, City Manager

Date: _____