



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Greg Chico, Real Estate Manager **Phone #:** (512) 854-4659

Division Director/Manager: Greg Chico, Real Estate Manager

Department Head/Title: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct One:

- A) A proposed disposition of unused and excess right-of-way comprised of a 0.135 acre (5,883 sq. ft.) parcel of land -- previously intended for Meister Lane near its intersection with Heatherwilde Blvd. -- submitted by the City of Pflugerville for development of a roadway infrastructure improvement project; and
- B) If approved, direct staff to prepare a Deed Without Warranty for execution by the County Judge to convey the excess and unused right-of-way identified in (A) above to the City of Pflugerville.

BACKGROUND/SUMMARY OF REQUEST:

In mid-September, 2013, TNR staff was contacted by the city engineer for the City of Pflugerville regarding their efforts in finalizing plans to initiate construction of a Heatherwilde Boulevard widening and realignment project. Under the City's design, a small area (5,883 square feet) of undeveloped and vacant land -- currently owned as right-of-way by Travis County -- is needed to reach a right-of-way agreement with an adjoining property owner. A map showing the general location of the property in question is attached as Exhibit "A"; for a legal description and sketch of this property, please see the attached Exhibit "B".

The City of Pflugerville has asked Travis County to convey ownership (via Deed Without Warranty) of this land area to the City, as permitted under provisions and in accordance with the Texas Local Government Code 272.001(b). Following this request, TNR staff investigated the issue, and subsequently determined that the small ROW area was not needed by Travis County for any current or potential future purpose.

STAFF RECOMMENDATIONS:

TNR recommends that the Commissioners Court approve the proposed disposition and transfer of this excess right-of-way parcel, and authorize the Judge to execute a Deed Without Warranty conveying the property to the City of Pflugerville.

ISSUES AND OPPORTUNITIES:

This small, triangularly-shaped tract of land was deeded to Travis County for use as right-of-way on November 15, 1960 by H.A. and Ida Mae Meister. The land area is undeveloped, and is not currently used or needed by the County. Moreover, there is not anticipated future need or use for the property.

In evaluating the particulars of the situation, the Travis County Attorney's Office has deemed that the parcel -- and our interest in such real property -- may legally be conveyed to the City of Pflugerville, under provisions of the Texas Local Government Code. Specifically, "The County may donate ... real property to another political subdivision if the land or interest will be used ... [for] a purpose that benefits the public..." Such action would represent a contribution to the overall public benefit arising from the newly aligned and improved roadway.

Given the nominal value of the real property, and the opportunity for collaborative efforts regarding infrastructure improvements, the request from Pflugerville is an opportunity for responsible cooperation on the local government level.

FISCAL IMPACT AND SOURCE OF FUNDING:

Granting title to the sliver of excess right-of-way/land area would have no fiscal or monetary impact to the County.

EXHIBITS/ATTACHMENTS:

- A: General location map of the excess, unused Meister Lane right-of-way
- B: Legal description and sketch for the property requested by the City of Pflugerville.

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

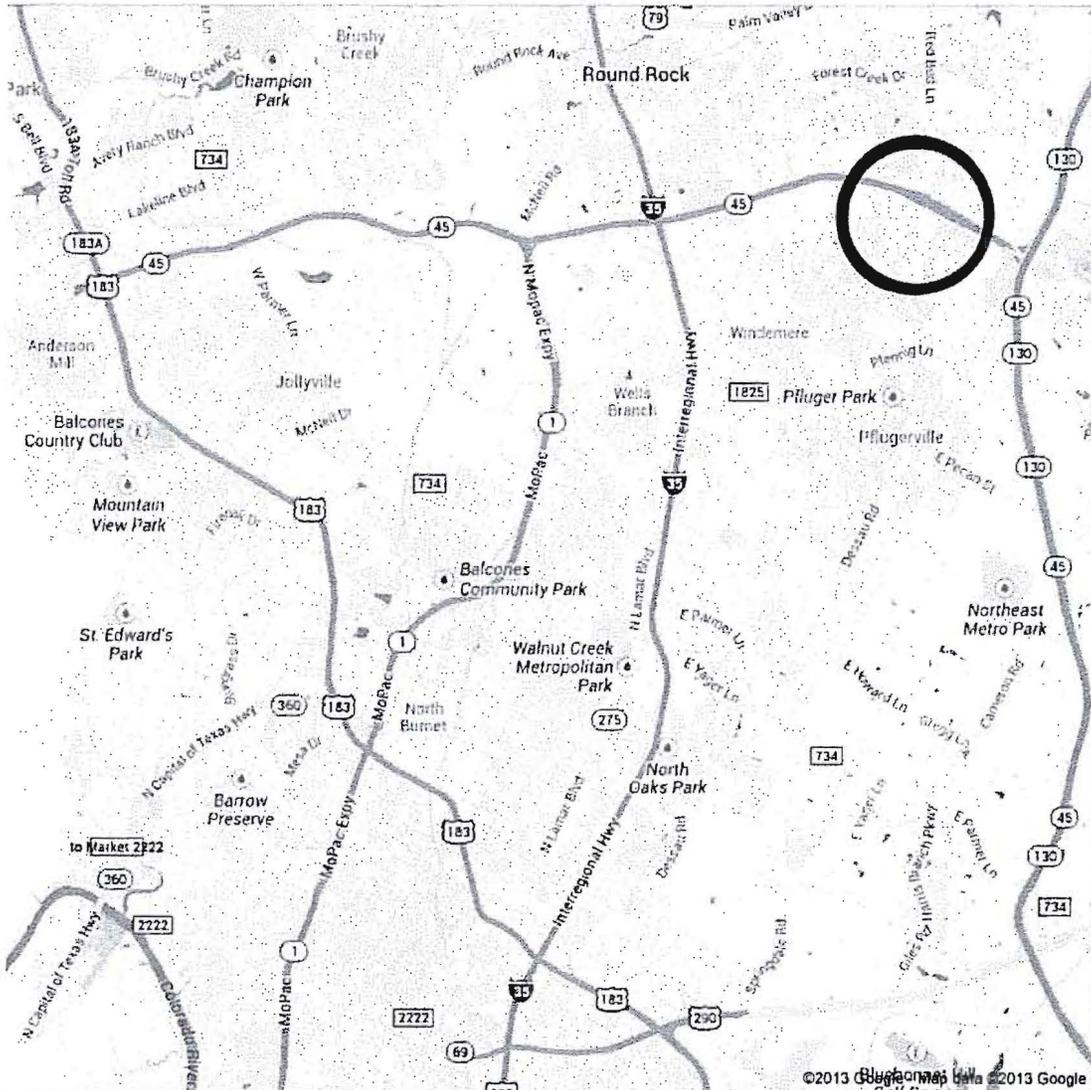
Tom Nuckols	Asst. County Attorney	TCAO	(512) 854-9513
Chris Gilmore	Asst. County Attorney	TCAO	(512) 854-9455
Greg Chico	Real Estate Manager	TNR	(512) 854-4659

SM:GC:gc
3105 - Public Works/ROW- Agenreq259.doc

Meister Lane and Heatherwilde Blvd., Pflugerville, TX

Address **Heatherwilde Blvd & Meister Ln**
Meister Ln
Heatherwilde Blvd & Meister Ln
Pflugerville, TX 78660

EXHIBIT "A"



Address **Heatherwilde Blvd &
Meister Ln
Heatherwilde Blvd & Meister Ln
Pflugerville, TX 78660**

EXHIBIT "A"

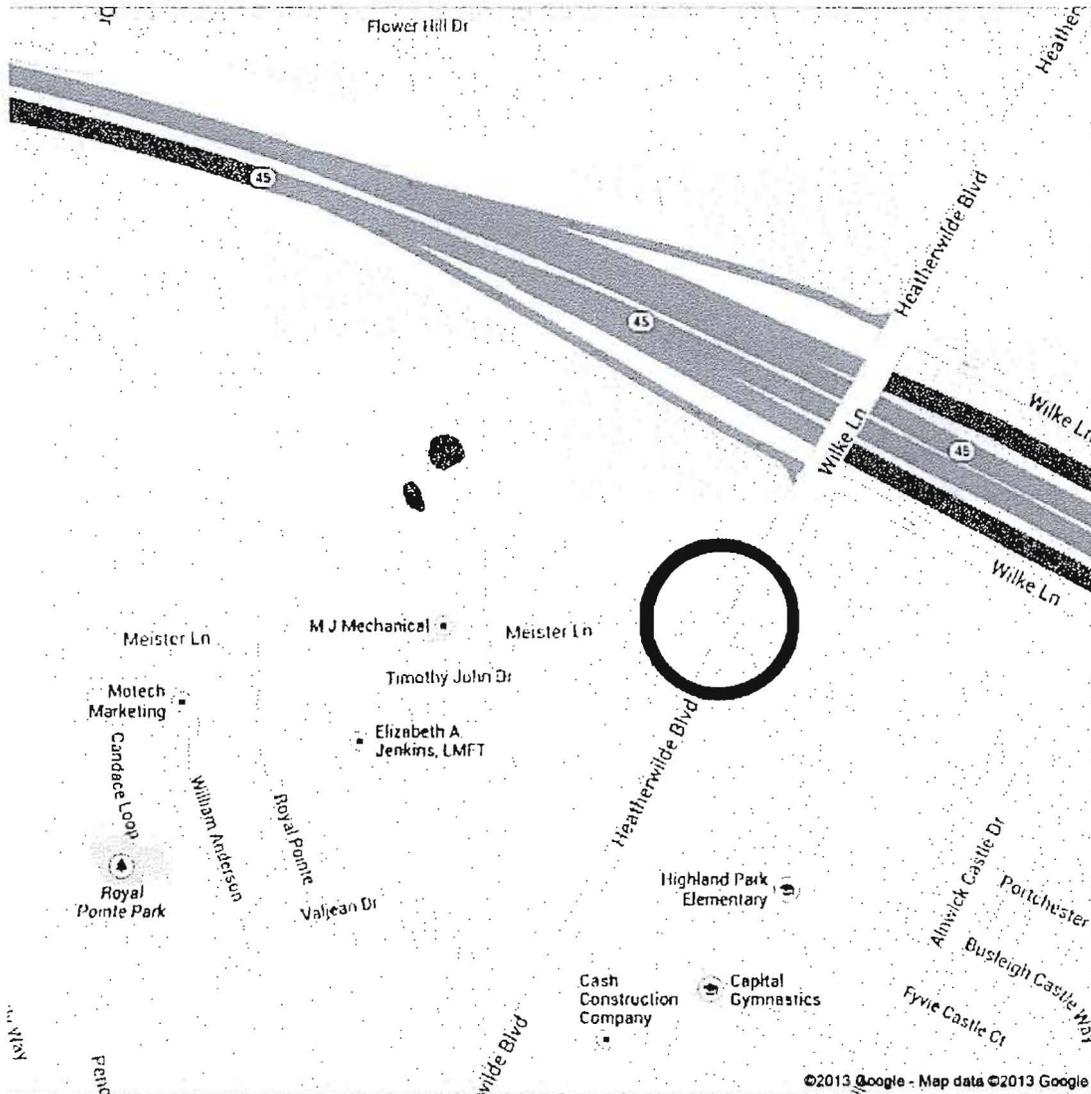


EXHIBIT "B"

County: Travis
Parcel No.: COP—ROW
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

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DESCRIPTION FOR CITY OF PFLUGERVILLE—RIGHT-OF-WAY ABANDONMENT

BEING A 0.135 ACRE (5,883 SQUARE FEET) TRACT SITUATED IN THE PETER CONRAD SURVEY NO. 71, ABSTRACT NO. 200, TRAVIS COUNTY, TEXAS, AND BEING A PORTION OF MEISTER LANE, A VARYING WIDTH RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a Texas Department of Transportation (TxDOT) Type II Concrete Monument with Brass Disk found in the east line of a called 132.6766 acres tract described in a Correction Warranty Deed to John S. Lloyd, and recorded in Document No. 2003196132 of the Official Public Records of Travis County, Texas, same being an angle point in the west right-of-way line of Heatherwilde Boulevard, a varying width right-of-way according to TxDOT CSJ Map No. 0683-06-013, said Type II Concrete Monument being 947.41 feet right of centerline station 750+99.83 of State Highway 45, a varying width right-of-way according to said TxDOT CSJ Map No. 0683-06-013, and from which a TxDOT Type II Concrete Monument with Brass Disk found for an angle point in said west right-of-way line of Heatherwilde Boulevard bears N61°09'38"W a distance of 14.99 feet, and from which a TxDOT Type II Concrete Monument with Brass Disk found in the east right-of-way line of said Heatherwilde Boulevard, same being the west line of a called 27.067 acres tract described in a Special Warranty Deed to Bancroft Austin 45 LP, and recorded in Document No. 2005085898, said Official Public Records of Travis County, Texas, bears S61°45'51"E a distance of 74.23 feet;

THENCE with said east line of the 132.6766 acres tract and said west right-of-way line of Heatherwilde Boulevard, S28°26'56"E a distance of 121.25 feet to the southeast corner of said 132.6766 acres tract, same being the intersection of said west right-of-way line of Heatherwilde Boulevard with the north right-of-way line of said Meister Lane;

THENCE with said north right-of-way line of Meister Lane, same being the south line of said 132.6766 acres tract, S87°41'58"W a distance of 44.65 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for the **POINT OF BEGINNING** of the tract described herein;

THENCE leaving said south line of the 132.6766 acres tract and said north right-of-way line of Meister Lane, crossing said Meister Lane, the following three (3) courses and distances:

1. S27°45'26"W a distance of 68.15 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for non-tangent point of curvature to the right;
2. with the arc of said curve to the right a distance of 14.97 feet, said curve having a radius of 25.00 feet, a central angle of 34°18'12", and a chord bearing N81°57'40"W a distance of 14.75 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set for a point of reverse curvature to the left, and

EXHIBIT "B"

County: Travis
Parcel No.: COP—ROW
Project: Heatherwilde Blvd Roadway Improvements
Half AVO: 26890

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DESCRIPTION FOR CITY OF PFLUGERVILLE—RIGHT-OF-WAY ABANDONMENT

3. with the arc of said curve to the left a distance of 190.68 feet, said curve having a radius of 535.00 feet, a central angle of $2^{\circ}47'34''$, and a chord bearing $N75^{\circ}01'11''W$ a distance of 189.67 feet to a 1/2-inch iron rod with plastic cap stamped "HALFF ASSOC INC." set in said north right-of-way line of Meister Lane and said south line of the 132.6766 acres tract;

THENCE with said north right-of-way line of Meister Lane and said south line of the 132.6766 acres tract, $N87^{\circ}41'58''E$ a distance of 229.75 feet to said **POINT OF BEGINNING**, and containing 0.135 acre (5,883 square feet).

NOTES:

All bearings shown hereon are based upon the Texas Coordinate System of 1983, Central Zone. All distances shown hereon are surface distances. The Grid to Surface adjustment scale factor is 1.00011.

See Texas Department of Transportation Right-of-Way Map CSJ No. 0683-06-013 for detailed information regarding State Highway 45.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey on the ground under my direction and supervision.



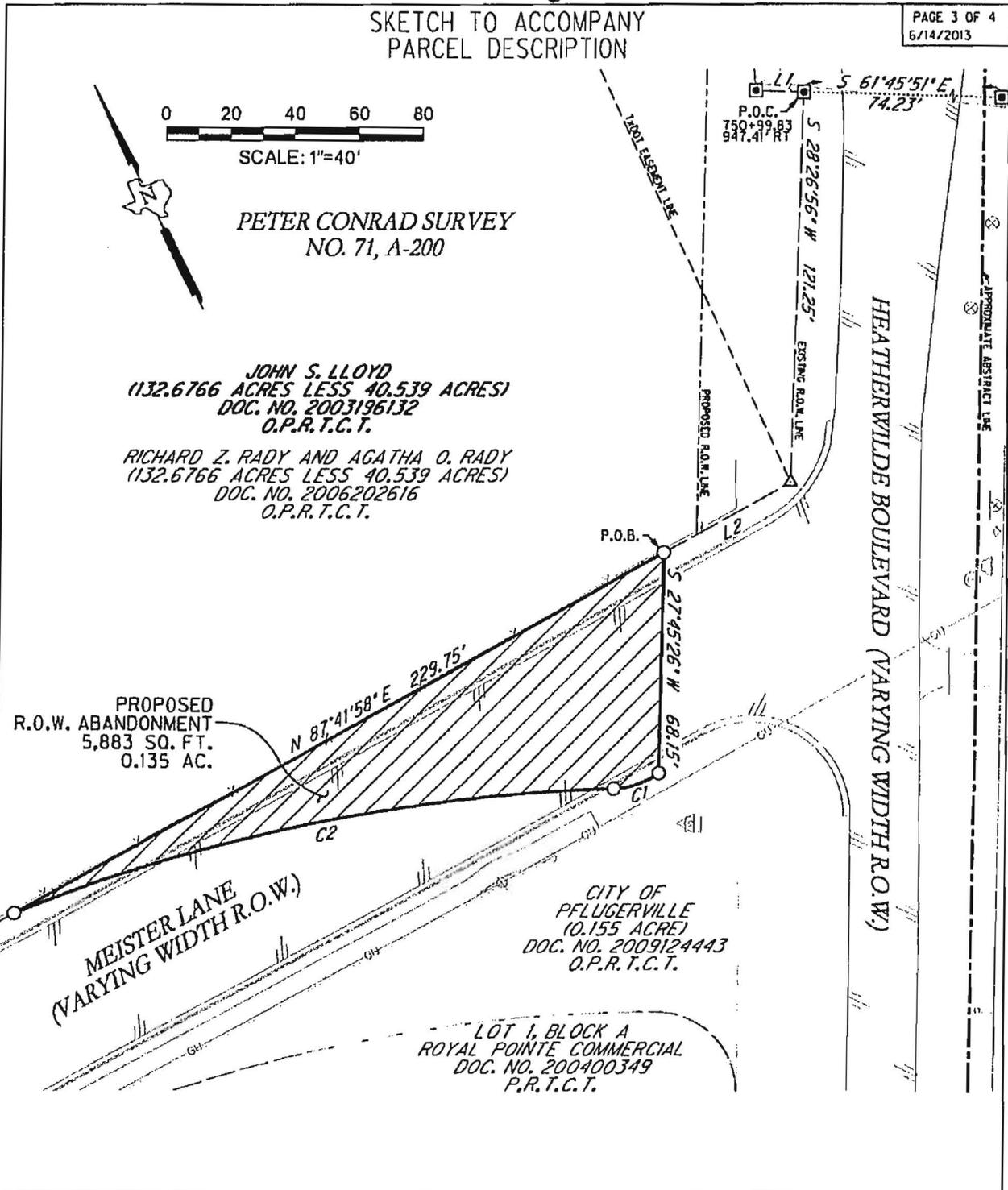
Dan H. Clark, R.P.L.S.
Registered Professional Land Surveyor
Texas Registration No. 6011
Halff Associates, Inc.,
4030 W. Braker Ln, Suite 450, Austin, Texas 78759, 512-252-8184

6/14/2013
Date



EXHIBIT "B"

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION



6/14/2013 9:24:59 AM on12 HALFF E:\26000a\26890\CADD\Surveys\SV-LL\DTB\REF-2-26890.dgn I:\P\550_MON\F5_FW.dgn

HALFF
4030 WEST BRAKER LANE, SUITE 450
AUSTIN, TEXAS 78759-5356
TEL (812) 252-8194
FAX (812) 282-8141

RIGHT-OF-WAY ABANDONMENT
CITY OF PFLUGERVILLE

**HEATHERWILDE BLVD.
ROADWAY IMPROVEMENTS**

ACCOMPANYING FILE: h26000a\26890\DATA OUT\SV-LD-COP-LL070-26890.DOC

PROJECT AVO: 26890
COUNTY: TRAVIS
EASEMENT AREA: 0.135 AC. 5,883 SQ.FT.
SCALE: 1"=40'

EXHIBIT "B"

LEGEND	
■	TXDOT TYPE #CONCRETE MONUMENT FOUND
□	TXDOT TYPE #CONCRETE MONUMENT FOUND
⊗	TXDOT TYPE #CONCRETE MONUMENT SET
○	1/2" IRON ROD SET WITH 'HALFF ASSOC INC.' CAP UNLESS NOTED
●	IRON ROD FOUND (SIZE/CAP NOTED)
■	SQUARE-HEAD BOLT FOUND
○	IRON PIPE FOUND (SIZE NOTED)
▲	FOUND 'X' CUT (UNLESS NOTED)
△	CALCULATED POINT
○	FENCE POST
N.T.S.	NOT TO SCALE
(XXX)	RECORD INFORMATION PARENT TRACT
(XXX)	RECORD INFORMATION ADJONED TRACT
R.O.W.	RIGHT-OF-WAY
ESMT.	EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
D.R.T.C.T.	DEED RECORDS OF TRAVIS COUNTY TEXAS
P.R.T.C.T.	PLAT RECORDS OF TRAVIS COUNTY TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY TEXAS
R.P.R.T.C.T.	REAL PROPERTY RECORDS OF TRAVIS COUNTY TEXAS
DOC.#	DOCUMENT NUMBER
D.E.	DRAINAGE EASEMENT
B.L.	BUILDING SETBACK LINE
---	DISTANCE NOT SHOWN TO SCALE
---	PROPERTY LINE
---	APPROXIMATE SURVEY LINE
P.O.C.	POINT OF COMMENCING
P.O.B.	POINT OF BEGINNING

SKETCH TO ACCOMPANY
PARCEL DESCRIPTION

- 1) THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE. ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES, THE GRID TO SURFACE ADJUSTMENT SCALE FACTOR IS 1.00011.
- 2) THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.
- 3) THE RECORDED EASEMENTS, SETBACKS AND ENCUMBRANCES HEREON ARE SHOWN WITHOUT THE BENEFIT OF A TITLE COMMITMENT. THE SURVEYOR HAS MADE NO INDEPENDENT INVESTIGATION OR SEARCH FOR THIS INFORMATION.
- 4) SEE TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP CSJ NO. 0683-06-013 FOR DETAILED INFORMATION AND STATIONING REGARDING STATE HIGHWAY 45.

CURVE TABLE

CV. NO.	DELTA	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	34°18'12"	25.00'	14.97'	14.75'	N 81°57'40" W
C2	2°47'34"	535.00'	190.68'	189.67'	N 75°01'11" W

LINE TABLE

LINE NO.	BEARING	DISTANCE
L1	N 61°09'38" W	14.99'
L2	S 87°41'58" W	44.65'

I HEREBY CERTIFY THAT THIS PLAT AND THE ACCOMPANYING DESCRIPTION OF EVEN DATE HERewith ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.



[Handwritten Signature]

DAN H. CLARK
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6011

6/11/13
DATE

6/11/2013 9:25:09 AM gm212z MALFF R:\260000\26890\CADD\SURV\SY-LL\OYD\HEATHER-4-26890.DOC IE:HP5550-MCH.L.S.FW.D11

<p>4030 WEST BRAKER LANE, SUITE 450 AUSTIN, TEXAS 78759-3368 TEL (512) 252-8184 FAX (512) 252-8141</p>	RIGHT-OF-WAY ABANDONMENT CITY OF PFLUGERVILLE	PROJECT AVO: 26890
	HEATHERWILDE BLVD. ROADWAY IMPROVEMENTS	COUNTY: TRAVIS
ACCOMPANYING FILE: I:\260000\26890\DATA\OY\SY-LD-COP-LL\OYD-26890.DOC		EASEMENT AREA: 0.135 AC. 5,883 SQ.FT.
		SCALE: 1"=40'



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Steve Sun **Phone #:** (512) 854-4660

Division Director/Manager: Steve Sun, P.E., Assistant Public Works Director

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Davis, Precinct One
Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Consider and take appropriate action regarding the following Capital Improvements Program Projects:

- A) Approve use of funds and direct staff to complete negotiations for the Second Amendment to the Braker Lane II Participation Agreement in Precinct One;
- B) Approve use of funds and direct staff to complete negotiations for the First Amendments to the Parmer Lane Participation Agreement and City of Austin Interlocal Agreement, in Precinct One; and
- C) Approve use of funds for the Wells Branch Parkway Project in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

A) Braker Lane II project is a Tier 2 public-private partnership project approved by voters in the 2005 Bond Referendum. This project will construct a new 4-lane arterial roadway including bike lanes and sidewalks from FM 973 to Taylor Lane. A Participation Agreement was entered into by the developer (Club Deal 120 Whisper Valley L.P.) and the county in 2007. The total project cost was estimated to be \$13 million and the county's maximum participation amount was set at \$6.5 million; 50% of total project cost. The recession that began in 2008 made it extremely difficult to obtain traditional financing. The developer sought and was approved by the City of Austin to create a Planned Unit Development and a Public Improvement District that allowed him to sell bonds to finance his share of the project cost. The project was initially bid in December 2012. The low bid came in significantly over the budget. A value engineering analysis was performed which reduced costs by approximately \$500 thousand. The project was rebid in August 2013. The low bid still came in substantially higher than the budgeted amount. The developer has functioned as the project manager overseeing design and construction and has explained, in the attached letter, the major factors contributing to the higher costs. The developer can award the first phase of construction based upon the August bid results but the award must be made on or about November 8, 2013 otherwise the low bidder can withdraw.

The developer desires to move forward with the first phase of the project for which original funding is available. However, to complete the original project an amendment to the Participation Agreement is needed to revise the phasing and project budget. The proposed revision will include an interim 2-lane roadway that will provide emergency access in the event the project's primary access at FM 973 is blocked by flooding, accidents, and/or roadwork. It will also include a revised not-to-exceed amount for completion of the project. The fund source for the increase is shown on the attached fund report.

B) Parmer Lane project is a public-private partnership project approved by voters in the 2005 Bond Referendum. This project will construct a new 4-lane arterial from US Hwy 290 to SH 130. Phases IA, IB, and IIA of this project were completed under the initial Participation Agreement. The original developers are no longer parties to the agreement in part because of the downturn in the economy. In 2012, the county entered into a Participation Agreement with the current developer (Heart of Manor L.P. and Texas WH200 L.P.) to complete the Phase IIB, the last phase of this project. The maximum budget was set at \$6,300,000.00 in the new agreement. This project was bid on October 8, 2013 after including several alternative bid items intended to provide lower cost options for various elements of the project, The low bid came in at \$7,600,696.61. The developer is the project manager overseeing design and construction and has provided, in the attached letter, an explanation for the higher cost. The developer has requested to increase the maximum construction budget. The construction cost is shared among the developer, the City of Austin, and the county. TNR has not yet received confirmation from the city indicating that they will increase their cost share amount. The project cannot be awarded or re-bid until the funding gap is closed. The developer can award the construction contract based upon the results of the October bidding but the award must be done on or about January 8, 2014 or the low bidder can withdraw. The fund source for the increase is shown on the attached fund report.

C) Wells Branch Parkway Improvements were approved for funding in the 2005 and 2011 Bond Referendums. Use of the 2005 funds were contingent upon successfully negotiating a Participation Agreement with a developer, which did not occur. These funds were therefore reallocated to the sole Tier 2 project on the ballot. The 2011 bond funds were approved to once again partner with a developer to complete the 2005 project. A Participation Agreement must be executed by Dec 31, 2014 or these funds will be allocated to other projects. In 1999, a Partnership Agreement was entered into between the county and a developer. The developer agreed to donate all right-of-way and easement plus contribute \$500,000.00 towards completing one-third of the project. Capital Metro also contributed approximately \$1.2 million from its Build Central Texas funds. A preliminary construction cost estimate, prepared by TNR's engineer, indicates the project is significantly underfunded. The major factors for this include: improvements needed to bring existing stormwater management

infrastructures up to current standards, enhanced pavement structure required for high shrink-swell clay, and increasing construction costs resulting from an improved economy. The source of funds needed to complete the improvements to Wells Branch Parkway, from Immanuel Road to Cameron Road, is shown in the attached fund report.

STAFF RECOMMENDATIONS:

A) Braker Lane: TNR recommends completing the project because it will serve as a major east-west arterial in an area expected to grow quickly as the economy continues to improve. The Whisper Valley Development alone, which will straddle this roadway, is planned to add several thousand roof tops.

B) Parmer Lane: TNR recommends completing the project for which approximately \$2.2 million has already been spent to build the road, including approximately \$600 thousand for a new railroad crossing. This section of Parmer Lane is also needed to complete the connection to a county 2011 bond project (Wildhorse Connector).

C) Wells Branch Parkway: TNR recommends completing the project because Wells Branch Parkway is a major east-west arterial road running from Cameron Road to Loop 1. It will also serve as the main entrance to the Northeast Metro Park and provide access for a new Pflugerville ISD school site. It will intersect with the 2011 Bond project (4-lanes of Cameron Road) which will help improve the overall network capacity for this region.

TNR has identified potential existing fund sources and no new funds will be required.

ISSUES AND OPPORTUNITIES:

In each case, if funding is approved and verified, a budget adjustment is required to go forward. The issue of who pays for overruns on the two public-private partnerships requires further discussion with the County Attorney's Office. It also requires a response from the City of Austin and revisions to the Interlocal Agreement for Parmer Lane. The public-private-partnerships also require amendments to their Participation Agreements. TNR believes that the proposed fund sources are acceptable for the specified purposes but PBO, the County Attorney's Office, and the Bond Council have been asked to verify this; they may not have adequate time to do so by October 29, 2013. In that case, TNR requests that if the Court decides to approve the recommended budget changes, it does so contingent upon receiving such verification. Once verified, TNR will enter the appropriate budget amendments in SAP. Bids have been received for the two Public Private projects and they could be awarded if these issues are resolved. Braker Lane Phase 1 may be able to move to construction immediately since its initial phase of construction remains unchanged. It must however, do so on or about November 8, 2013. Parmer Lane

can also be readied for award quickly. It would require the city's agreement to increase their cost share and a possible amendment to their Interlocal Agreement with the county; in addition to revisions to the Participation Agreement, the correction of various omissions of standard purchasing provisions, and requirements included in county bid documents.

FISCAL IMPACT AND SOURCE OF FUNDING:

See attached Fund Report

ATTACHMENTS/EXHIBITS:

Fund Report
 Braker Lane Developer Letter Explaining Higher Costs
 Parmer Lane Developer Letter Explaining Higher Costs

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Tom Nuckols	Assistant County Attorney	CAO	(512) 854-9415
Leslie Browder	County Executive	PBO	(512) 854-9106
Nicki Riley	County Auditor	CAO	(512) 854-3227
Allan Miller	County Auditor's Office		(512) 854-9726

CC:

Steve Sun	TNR Public Works	TNR	(512) 854-3227
Isabelle Lopez	TNR Financial	TNR	(512) 854-7675
Donna Williams-Jones	TNR Financial Services	TNR	(512) 854-7677
Marvin Brice	Purchasing	TNR	(512) 854-9700
Cyd Grimes	Purchasing		(512) 854-9700

: :
3101 - Public Works/CIP -



Club Deal 120 Whisper Valley, Limited Partnership

9285 Huntington Square, North Richland Hills, Texas 76182 ♦ TEL: (817) 788-1000 ♦ FAX: (817) 788-1670

October 8, 2013

VIA EMAIL AND
FIRST CLASS MAIL

Mr. Steve Manilla, P.E.
County Executive, TNR
P.O. Box 1748
Austin, Texas 78767

RE: Braker Lane Participation Agreement and Project Cost Increase

Dear Mr. Manilla:

I am writing you in reference to our conversation of September 12th regarding the increased cost estimates to construct the Braker Lane Project (FM 973 to Taylor Lane) and our proposal to modify the scope of the Project so as to bring the costs back into the original Project budget.

The original Braker Lane Participation Agreement contemplated that construction would occur in four phases, originally with two segments of a two lane roadway extending from FM 973 to Taylor Lane, followed by two additional segments, so as to have a divided four lane roadway from FM 973 to Taylor Lane.

The parties originally executed the Participation Agreement in November 2007, agreeing to split the cost of construction - then estimated by the County using its numbers to be \$13 million. The Partnership's consultants reviewed the estimated construction cost at that time and agreed that it was reasonable for the project. We subsequently learned that the County intended for engineering, inspections, project management fees to be included in the Project budget which was not our understanding. At our meeting last week, we discussed the other reasons for the increase in costs for the Project, and as a result of our discussions we desire to propose to the County a revised scope of work as follows:

Re-scope the Project as follows:

- Construct a four lane improved roadway segment from FM 973 to its intersection with Village One, per the attached exhibit ("Phase 1"). Bids have been received for Phase 1.

- Construct a two lane interim roadway (2 – 12' lanes with 4' shoulders and no curb and gutter, sidewalk and drainage system) from Phase 1 to Taylor Lane (“Phase 2”) per the attached exhibit.
- Extend the four lane improved roadway segment (Phase 1) as the Project budget allows (“Phase 3”)

The re-scoped project would include the TxDOT improvements and improved structural standards that have recently been discussed and agreed upon. These additions have increased the Project budget by approximately One Million Dollars, so the revised Project budget would be Fourteen Million Dollars, which the parties would bear on an equal basis.

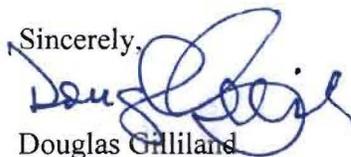
We envision the revised Project budget would include all costs of engineering, project management, inspections and testing for Phases 1 and 2.

At the completion of the re-scoped Project, we would enter into good faith discussions and negotiations towards improving the two-lane interim road to a four lane improved roadway as originally envisioned on a shared cost basis. Such negotiations would be subject to the County and the Developer having secured funding for their proportionate share of such costs. It is anticipated at this time that the additional cost to complete the 4-Lane road from the point of completion near Village 1 to Taylor Lane after spending the \$14,000,000 budget is \$4,517,026.03. This total would amount to a sharing of \$2,258,513.02 for each party.

As far as timing, given most of the engineering work has been completed for the re-scoped Project, we believe we can still construct Phases 1 and 2 by the original June 30, 2016 date contemplated in the Developer Participation Agreement.

We recognize the importance of this Project to the County and hope that by re-scoping it in the manner set forth herein, we can be near the original Project budget and timeline.

In closing, I hope this letter accurately captures the concepts discussed at our meeting of last week, and I look forward to continuing our discussions. In addition, we are happy to provide any additional information you need in connection with the Commissioners Court’s consideration of these matters, assuming you concur with these concepts for re-scoping the Project and amending the Project budget.

Sincerely,


Douglas Gilliland
Manager of Club Deal 120 Whisper Valley, L.P.

cc: Tom Nuckols
Via Email and First Class Mail



October 21, 2013

Mr. Steve Manilla; P.E.
Executive Director, Travis County TNR
P. O. Box 1748
Austin, TX 78767

RE: Parmer Lane Phase 2B Development Agreement
Tabulation of Construction Bids
Engineer's Recommendation of Award
Explanation of Project Cost Increases

Dear Mr. Manilla

You have asked me to address why there are cost overruns in the Parmer Lane Phase 2B now that the project has been bid out under our Invitation For Bid process.

Our Parmer Lane Development Agreement (PLDA) provided for a Project Construction Cost Estimate of \$6,300,000. By Letter dated October 16, 2013 Murfee Engineering recommended an award with selected alternates to Joe Bland Construction in the amount of \$7,600,696.61. This amount exceeds the PLDA project cost by \$1,300,696.61. The reasons for this increase in cost are as follows:

Enhanced Subgrade and Pavement Design:

As detailed geotechnical study data was developed in the design of the Parmer Lane Project, member participants Travis County and the City of Austin requested the Developer consider a more substantial, and costly subgrade and pavement design. Several bid alternates were specified reflecting these specifications and by agreement, the parties requested the design engineer to specify the more substantial subgrade and pavement design bid alternates. While the enhanced subgrade and pavement design added substantially to project cost, constructing the road in this manner will ultimately reduce future long term maintenance costs of the Parmer Lane Project which provides substantial public benefit.



Parmer Lane Project Cost Increases
October 21, 2013
Page 2

More Costly Retaining Walls:

In 2011, the Lower Colorado River Authority, a public authority, installed a 325 KV Power Transmission Line adjacent to the proposed Parmer Lane extension pathway without sufficient and due consideration of the future construction of Parmer Lane. This transmission tower, which is more substantial because it handles a turn in the transmission lines, has oversized concrete piling footers. This created a situation that was beyond the Developer's control. As detailed design of the Parmer Lane project took place under the PLDA, it was determined that the embankment cuts near the electric transmission tower would require engineered, poured in place concrete retaining walls (that are more expensive than the retaining walls used elsewhere in this Parmer Lane project) to maintain the integrity of the transmission tower.

Sustainable Roadway Right of Way Re-vegetation:

The PLDA provided for an optional design for storm water management, avoiding the use of traditional structural water quality and detention ponds and their cost, instead, using right of way re-vegetation that would employ native plant species to create sustainable planting areas acting as bio swales to attenuate and treat storm water runoff, which is an innovative concept being pursued by both Travis County and the City of Austin. While more costly than using only grass, the Sustainable Roadway Design which is included in this project, will have lower long term maintenance costs than would have been required for conventional water quality and detention ponds, and will provide a more esthetic roadway which is a goal of the partners in this project and a benefit to the public.

Full Development of the WildHorse Connector/Parmer Lane Intersection:

As detailed project design took place under the PLDA, the Developer and project participants Travis County and the City of Austin agreed that the recommendations of the Traffic Impact Analysis for full build out conditions of the areas connecting to Parmer Lane and the WildHorse Connector would be built as a part of this project to avoid a partial demolition and retrofit of the intersection in the future. This full build out intersection added to this project costs but will provide for reduced construction costs in the future.

P

Parmer Lane Project Cost Increases
October 21, 2013
Page 3

All Concrete Sidewalks and Bike and Pedestrian Pathways

As detailed project design took place under the PLDA, the Developer and project participants Travis County and the City of Austin agreed that better safety and better American Disability Act compliance would be accomplished by utilizing all concrete sidewalks and bike and pedestrian paths, versus gravel pathways contemplated in the PLDA. This has added substantially to the original project cost estimate in the PLDA but will result in better safety and lower long term maintenance costs.

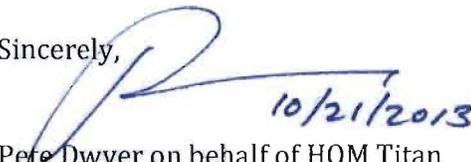
General Cost Increases Due to Market Conditions and a Rising Economy

Finally, for reasons beyond the control of either the Developer or Travis County or the City of Austin, prices have been increasing beyond what they were when the PLDA was written. This condition has impacted this project with a higher cost than originally estimated, through no fault of any of the parties.

Conclusion:

As detailed design of the Parmer Lane Phase 2B took place under the PLDA, project enhancements were integrated and designed into the final plans and specifications that went to bid. Each of these enhancements and changes to the original project design contemplated in the PLDA signed in March of 2012, were vetted by the Developer, Travis County and the City of Austin and agreed to be beneficial to the public. In the true sense that this Parmer Lane Phase 2B is a three way Public Private Partnership, these costs should be divided evenly between the three partners.

We ask this for your consideration.

Sincerely,

10/21/2013
Pete Dwyer on behalf of HOM Titan
CC Mr. Bill Peruzzi; Mr. David Armbrust



Legend

- - - Proposed Wells Branch Pkwy. Project
- Existing Wells Branch Pkwy.
- Municipal Jurisdiction limits

2 0 550 1,100 2,200 3,300 Feet
Texas State Plane Central Zone 4203

Disclaimer: Map for general reference only, provided "as is" with no warranties of any kind. Please contact the Travis County GIS Coordinator for questions or corrections at (512) 854-7641.

Data Source(s):
Creeks, TNR, 07; Municipal Jurisdictions, TNR 9/07;
Roads, TNR 0/07; Co. Boundary, TNR, 9/07;
www.co.travis.tx.us, September 25, 2007

Wells Branch Parkway Project Map (Boulder Ridge Subdivision to Cameron Road)



Travis County
Transportation & Natural Resources
September 26, 2007
www.co.travis.tx.us/maps

Whisper Valley Study Area

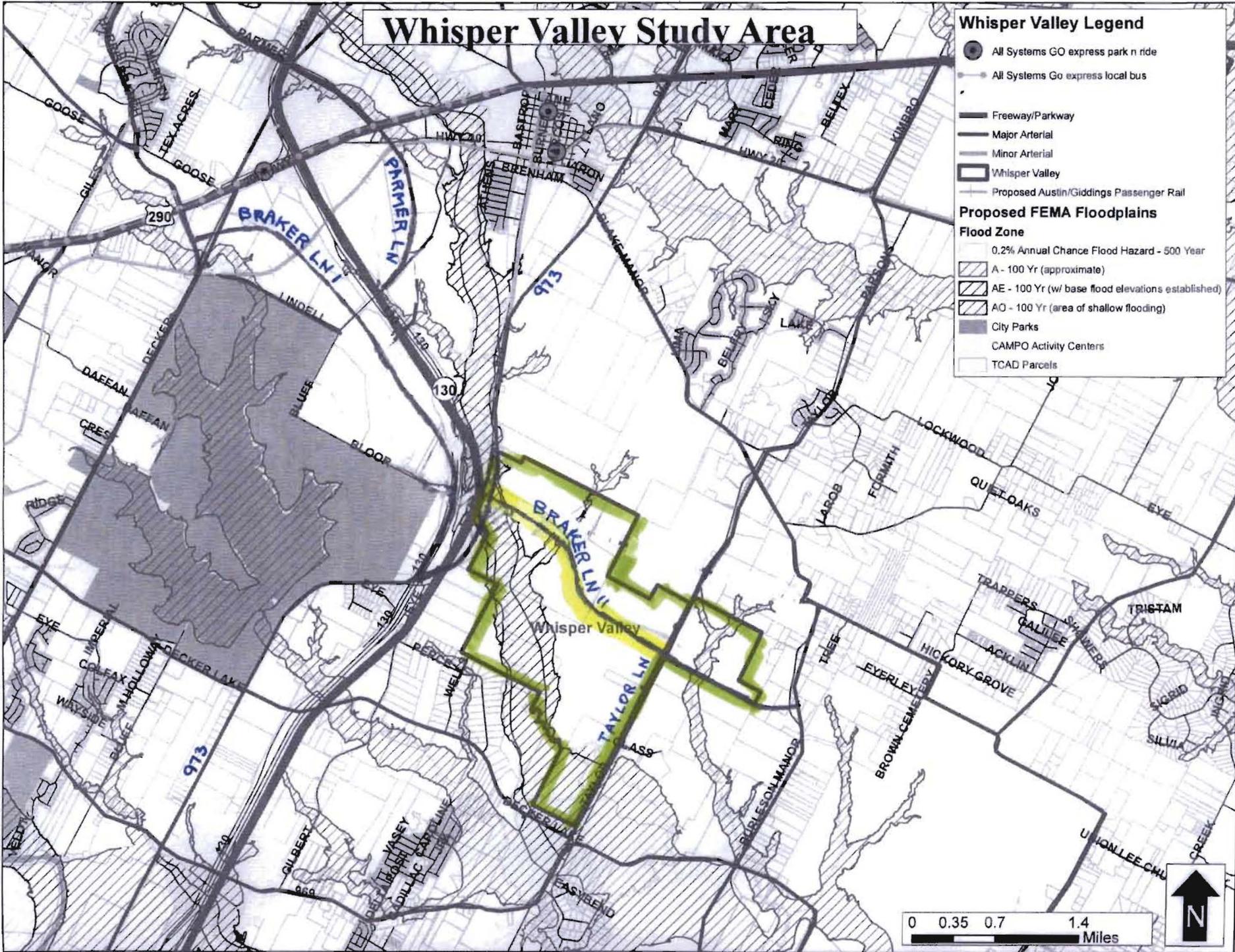
Whisper Valley Legend

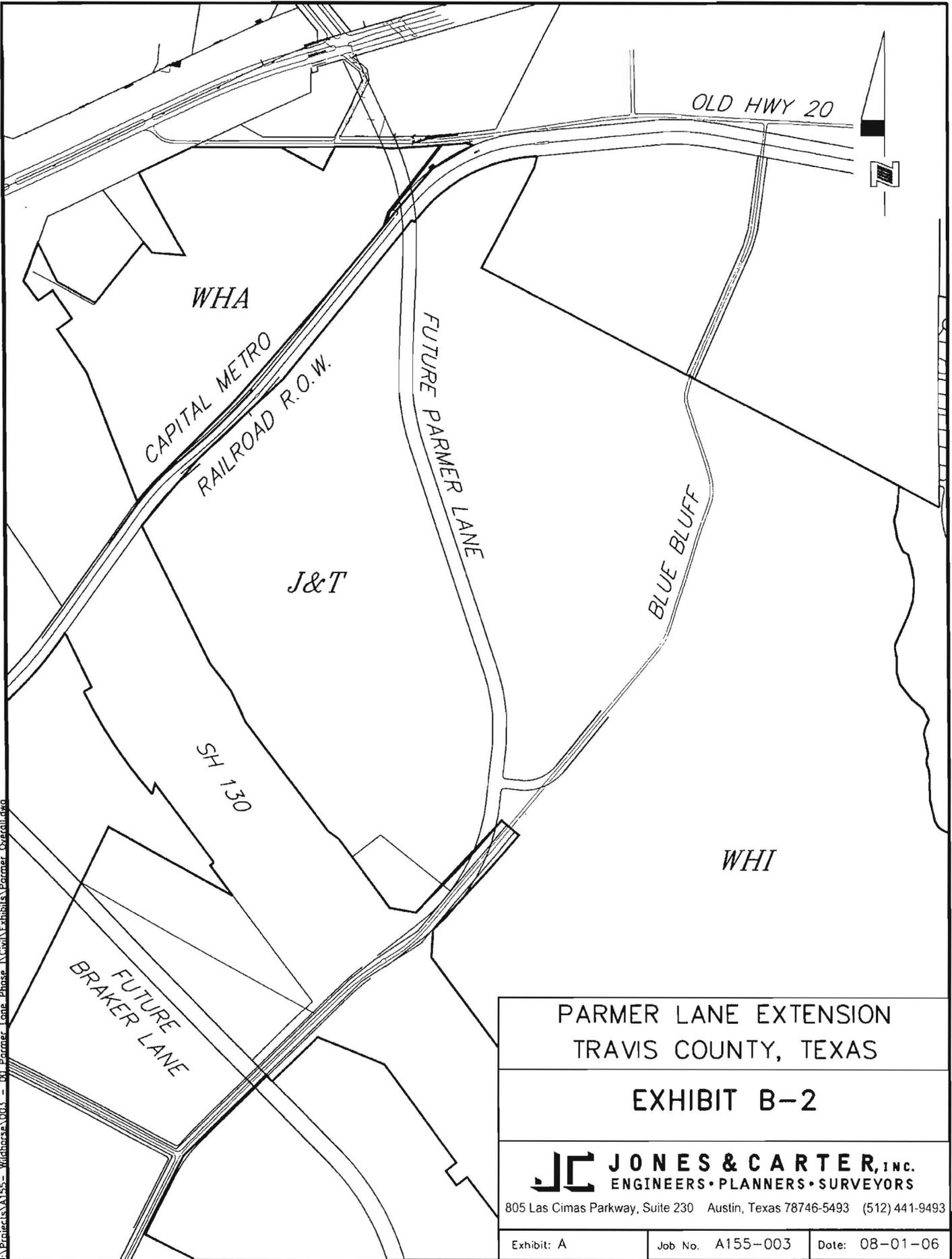
- All Systems GO express park n ride
- All Systems Go express local bus
- Freeway/Parkway
- Major Arterial
- Minor Arterial
- Whisper Valley
- Proposed Austin/Giddings Passenger Rail

Proposed FEMA Floodplains

Flood Zone

- 0.2% Annual Chance Flood Hazard - 500 Year
- A - 100 Yr (approximate)
- AE - 100 Yr (w/ base flood elevations established)
- AO - 100 Yr (area of shallow flooding)
- City Parks
- CAMPO Activity Centers
- TCAD Parcels





I:\Projects\A155 - Wichita\003 - 00_Parmer_Lane_Phase_1\Civil\Exhibits\Parmer_Overall.dwg

PARMER LANE EXTENSION
TRAVIS COUNTY, TEXAS

EXHIBIT B-2

JC JONES & CARTER, INC.
ENGINEERS • PLANNERS • SURVEYORS
805 Las Cimas Parkway, Suite 230 Austin, Texas 78746-5493 (512) 441-9493

Exhibit: A	Job No. A155-003	Date: 08-01-06
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Project	Pct.	Original Approved		Current County Budget Amount	Expenditures Commitments	Remaining Budget	Total Add'l Estimated Funds Required to Complete Project	County Budget Balance/ Shortfall		Potential Fund Sources
		Amount Tier I Project	Amount Applied to Tier II Project							
Howard Lane	1	\$6,735,000	(\$6,032,000)	\$703,000		\$703,000	N/A	\$703,000		N/A
Wells Branch Parkway	2	\$2,780,000	(\$468,000)	\$2,312,000		\$2,312,000	N/A	\$2,312,000		N/A
Braker Lane Phil	1	\$0	\$6,500,000	\$6,500,000	(\$801,136)	\$5,698,864	\$9,258,573	(\$3,559,709)		
Total Braker Lane Phil		\$9,515,000	\$0	\$9,515,000	(\$801,136)	\$8,713,864	\$9,258,573		(\$544,709)	Shortfall after Tier I Fund Adj.- 2005 Unallocated Prop 1 Proceeds
Parmer Lane	1	\$3,705,000		\$3,705,000	(\$2,200,275)	\$1,504,725	\$3,040,279	(\$1,535,554)		2001 and 1997 Pct 1 Road Bond Savings
Wells Branch Parkway Improvements	2	\$9,668,465		\$9,668,465	(\$755,333)	\$8,913,132	\$10,965,000	(\$2,051,868)		2005 Unallocated Prop1 Proceeds
Boulder Ridge South	2	\$0	\$0	\$0	\$0	\$0	\$4,600,000	(\$4,600,000)		2001 and 1997 Pct 2 Road Bond Savings
								(\$11,747,131)		

Account Information:				
Project	Cost Ctr	Fund	GL	Amount
Braker Ln Phase II-Howard Ln Tier I Allocation	1490190000	4058	580060	\$ 703,000
Braker Ln Phase II - WB Pkwy Tier I Allocation	1490190000	4058	580060	\$ 2,312,000
Braker Ln Phase II - 2005 Bond Prop 1 Unallocated	1490190000	4058	580060	\$ 544,709
				\$ 3,559,709
Parmer Lane - 2001 Pct 1 Road Bond Savings	1490190000	4054	521040	\$ 1,265,872
Parmer Lane - 1997 Pct 1 Road Bond Savings	1490200000	4019	521040	\$ 269,682
				\$ 1,535,554
Wells Branch Pkwy - 2005 Bond Prop 1 Unallocated	1490190000	4061	580060	\$ 2,051,868
Boulder Ridge South-WB Pkwy - 1997 Pct 2 Road Bond Savings	1490200000	4019	521040	\$ 42,460
Boulder Ridge South-WB Pkwy - 2001 Pct 2 Road Bond Savings	1490190000	4054	521010	\$ 979,375
Boulder Ridge South-WB Pkwy - 2001 Pct 2 Road Bond Savings	1490190000	4054	521030	\$ 656,000
Boulder Ridge South-WB Pkwy - 2001 Pct 2 Road Bond Savings	1490190000	4054	521040	\$ 2,648,736
Boulder Ridge South-WB Pkwy - 2001 Pct 2 Road Bond Savings	1490190000	4054	580060	\$ 273,429
				\$ 4,600,000
Overall Total				\$ 11,747,131

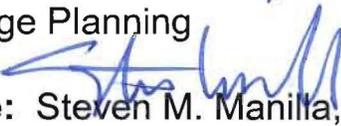


Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Michael Hettenhausen **Phone #:** (512) 854-7563

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head/Title:  Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three

AGENDA LANGUAGE:

Consider and take appropriate action on the following requests in Precinct Three:

- A) A plat for recording: Sweetwater Ranch Section Two Village F2 Final Plat (Long Form Final Plat - 25 total lots - Pedernales Summit Parkway - No ETJ); and
- B) A Travis County Subdivision Construction Agreement between Travis County and WS-COS Development, LLC.

BACKGROUND/SUMMARY OF REQUEST:

A) This final plat consists of 25 total lots (23 single family residential lots, 1 water quality and drainage easement lot, and 1 private street, drainage easement, and public utility easement lot) on 9.89 acres. There are 1,019 linear feet of private streets proposed with this final plat. Water and wastewater service will be provided by the Lazy Nine Municipal Utility District 1D. Parkland fees in lieu of dedication have been paid to Travis County in the amount of \$2,254.00.

The applicant is currently utilizing the county's Alternative Fiscal Agreement and the plat is being held in abeyance until the remaining fiscal has been posted. The balance of the fiscal surety was recently posted with Travis County, which brings the total fiscal surety to \$393,557.40.

B) The applicant, WS-COS Development, LLC, wishes to enter into a standard Subdivision Construction Agreement with Travis County.

STAFF RECOMMENDATIONS:

As the Commissioners Court approved the utilization of the county's Alternative Fiscal Agreement on June 18, 2013, staff recommends approval of the final plat and the Subdivision Construction Agreement.

ISSUES AND OPPORTUNITIES:

Staff has not been contacted by anyone via e-mail, telephone, or letter on this development, and staff has not registered any interested parties nor received any other inquiries for this project.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

EXHIBITS/ATTACHMENTS:

- Location map
- Precinct map
- Proposed final plat
- Subdivision Construction Agreements

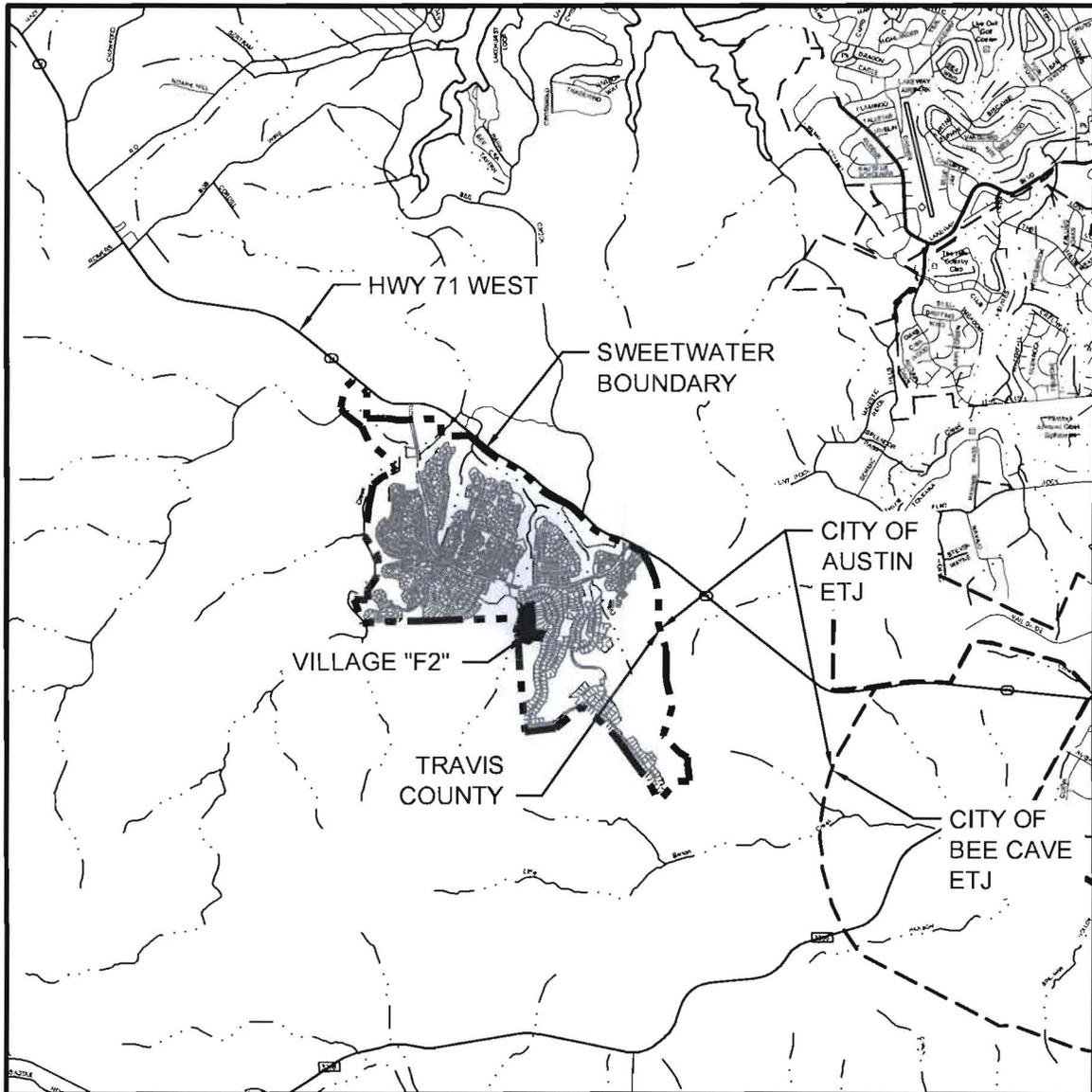
REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

SM:AB:mh

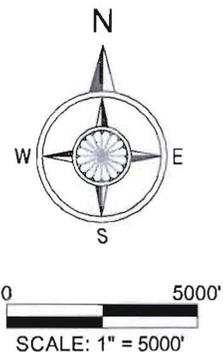
1101 - Development Services Long Range Planning- Sweetwater Ranch Section Two Village F2 Final Plat

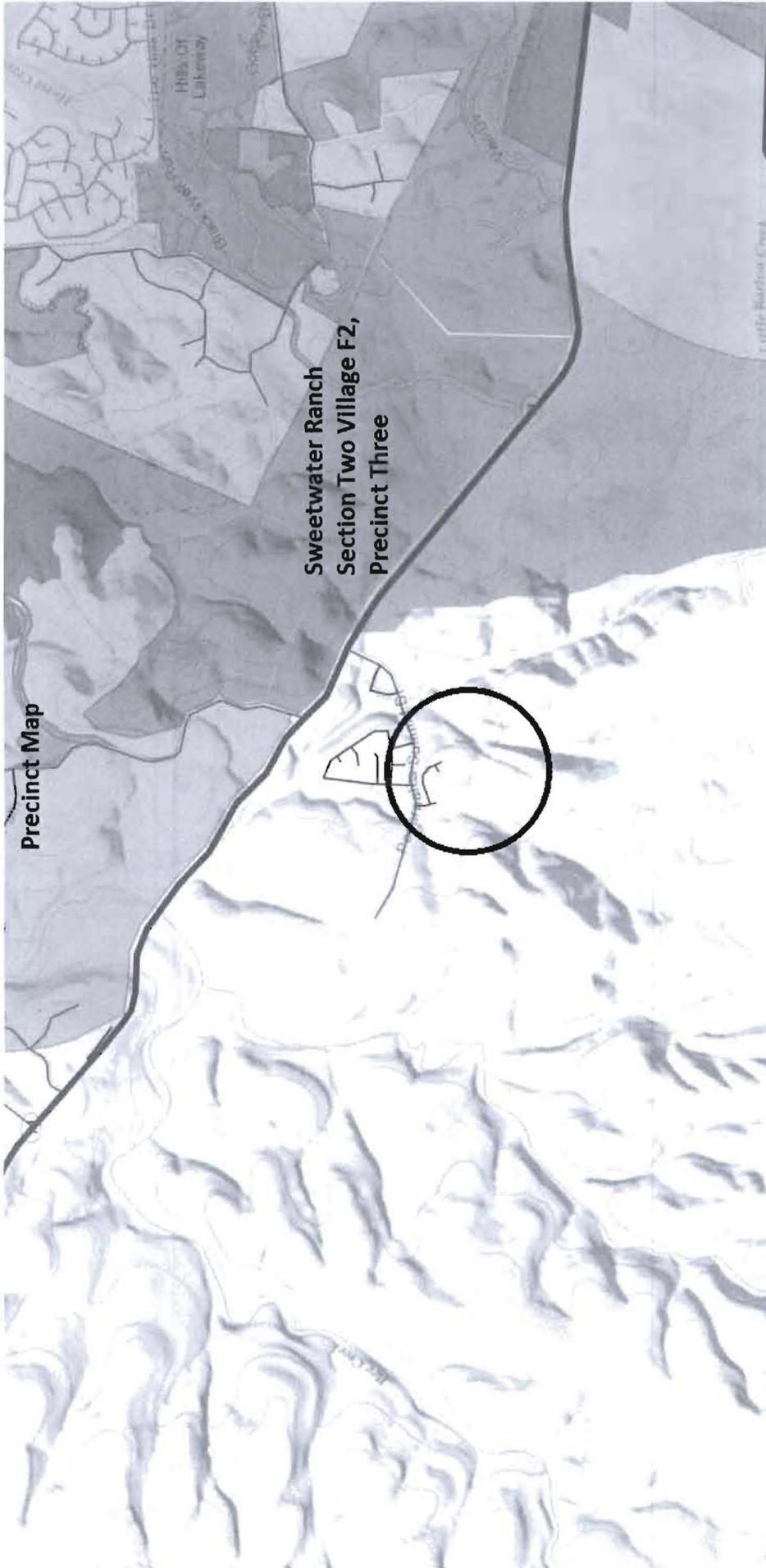


LOCATION MAP
SWEETWATER
VILLAGE "F2"

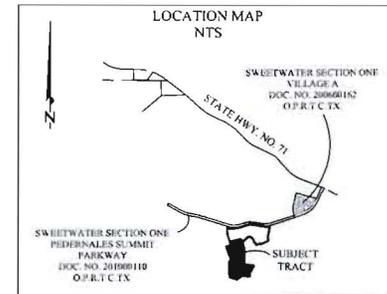
Malone/
Wheeler, Inc.

Engineering & Development Consultants
7500 Rialto Blvd, Bldg 1, Suite 240
Austin, Texas 78735
Phone: (512) 899-0601 Fax: (512) 899-0655
Firm Registration No. F-786





**TRAVIS COUNTY
CONSUMER PROTECTION NOTICE
FOR HOMEBUYERS**



IF YOU ARE BUYING A LOT OR HOME, YOU SHOULD DETERMINE WHETHER IT IS INSIDE OR OUTSIDE THE CITY LIMITS.

DEPENDING ON STATE LAW AND OTHER FACTORS, LAND OUTSIDE THE CITY LIMITS MAY BE SUBJECT TO FEWER LOCAL GOVERNMENT CONTROLS OVER THE DEVELOPMENT AND USE OF LAND THAN INSIDE THE CITY LIMITS.

BECAUSE OF THIS, LOCAL GOVERNMENT MAY NOT BE ABLE TO RESTRICT THE NATURE OR EXTENT OF DEVELOPMENT NEAR THE LOT OR HOME NOR PROHIBIT NEARBY LAND USES THAT ARE INCOMPATIBLE WITH A RESIDENTIAL NEIGHBORHOOD.

THIS CAN AFFECT THE VALUE OF YOUR PROPERTY.

TRAVIS COUNTY REQUIRES THIS NOTICE TO BE PLACED ON SUBDIVISION PLATS. IT IS NOT A STATEMENT OR REPRESENTATION OF THE OWNER OF THE PROPERTY, THE SUBDIVIDER, OR THEIR REPRESENTATIVES.

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS THAT WS-COS DEVELOPMENT, LLC, ACTING HEREIN AND THROUGH MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY, OWNER OF 1379.351 ACRES (REMAINDER) OF LAND LOCATED IN THE W. A. BARLOW SURVEY NO. 86, IN TRAVIS COUNTY, TEXAS, DESCRIBED BY DEED OF RECORD IN DOCUMENT NO. 2011102858 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS, THE UNDERSIGNED OWNER DOES HEREBY SUBDIVIDE 9.898 ACRES OF LAND OUT OF SAID 1379.351 ACRES TRACT PURSUANT TO CHAPTER 232 OF THE LOCAL GOVERNMENT CODE OF TEXAS, IN ACCORDANCE WITH THIS PLAT, TO BE KNOWN AS "SWEETWATER RANCH SECTION TWO, VILLAGE F 2" SUBDIVISION, SUBJECT TO THE COVENANTS AND RESTRICTIONS SHOWN HEREON, AND HEREBY DEDICATES TO THE OWNERS OF THE LOTS IN THE SUBDIVISION, PUBLIC UTILITIES SERVING THE SUBDIVISION, EMERGENCY SERVICES PROVIDERS WITH JURISDICTION, AND PUBLIC SERVICES AGENCIES, THE USE OF ALL THE PRIVATE STREET AND OTHER EASEMENTS SHOWN HEREON, SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS HERETOFORE GRANTED AND NOT RELEASED, THE MAINTENANCE AND PAYMENT OF REAL PROPERTY TAXES ON SUCH PRIVATE STREETS ARE THE RESPONSIBILITY OF THE OWNER(S) OF THE SUBDIVISION OR ANY JULY CONSTITUTED HOMEOWNERS ASSOCIATION UNDER THAT CERTAIN INSTRUMENT OF RECORD AT DOCUMENT NUMBER 2006076072, OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS. AN EXPRESS EASEMENT IS HEREBY GRANTED ACROSS SAID PRIVATE STREETS AND ANY COMMON AREAS FOR THE USE OF THE SURFACE FOR ALL GOVERNMENTAL, FUNCTIONS, VEHICULAR AND NONVEHICULAR, INCLUDING FIRE AND POLICE PROTECTION, SOLID AND OTHER WASTE MATERIAL PICKUP, AND ANY OTHER PURPOSE ANY GOVERNMENTAL AUTHORITY DEEMS NECESSARY, AND OWNER FURTHER AGREES THAT ALL GOVERNMENTAL ENTITIES, THEIR AGENTS OR EMPLOYEES, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY DAMAGE OCCURRING TO THE SURFACE OF THE SAID PRIVATE STREET AND ANY COMMON AREA AS A RESULT OF ANY SUCH USE BY GOVERNMENTAL VEHICLES. ALL PRIVATE STREETS SHOWN HEREON OSCEOLA TRAIL, AND ANY SECURITY GATES OR DEVICES CONTROLLING ACCESS TO SUCH STREETS WILL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION OF THIS SUBDIVISION.

WITNESS MY HAND THIS ____ DAY OF _____, 201__ A. D.

BY _____ DATE _____
MICHAEL L. RAFFERTY, AUTHORIZED SIGNATORY
WS-COS DEVELOPMENT, LLC
52 MASON ST.
GREENWICH, CT 06830

STATE OF TEXAS
COUNTY OF _____
BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED MICHAEL L. RAFFERTY, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____, 201__ A.D.

NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48451C0385H DATED SEPTEMBER 26, 2008.

I, RICHARD J. WHEELER, JR., AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS, TO PRACTICE THE PROFESSION OF ENGINEERING, AND DO HEREBY CERTIFY THAT THIS PLAT IS FEASIBLE FROM AN ENGINEERING STANDPOINT, AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

RICHARD J. WHEELER, JR., P.E.
REGISTERED PROFESSIONAL ENGINEER NO. 45033
MALONE WHEELER, INC.
7500 RIALTO BLVD, BLDG 1, SUITE 240
AUSTIN, TEXAS 78735

STATE OF TEXAS
COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS:

I, JOHN F. BRAUTIGAM, AM AUTHORIZED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE ON THE GROUND UNDER MY SUPERVISION.

PRELIMINARY-NOT FOR RECORDATION

DATE _____ JOHN F. BRAUTIGAM
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 5057 STATE OF TEXAS
DELTA SURVEY GROUP, INC.
8313 BRODIE LANE, STE. 102
AUSTIN, TEXAS 78745

THIS SUBDIVISION IS NOT LOCATED IN THE CITY OF AUSTIN'S JURISDICTION.

DIRECTOR, CITY OF AUSTIN
PLANNING & DEVELOPMENT REVIEW DEPARTMENT

IN APPROVING THIS PLAT, THE COMMISSIONERS COURT OF TRAVIS COUNTY, TEXAS, ASSUMES NO OBLIGATION TO BUILD STREETS, ROADS, AND OTHER PUBLIC THOROUGHFARES SHOWN ON THIS PLAT OR ANY BRIDGES OR CULVERTS IN CONNECTION THEREWITH. THE BUILDING OF ALL STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES, SHOWN ON THIS PLAT AND ALL BRIDGES AND CULVERTS NECESSARY TO BE CONSTRUCTED OR PLACED IN SUCH STREETS, ROADS, OR OTHER PUBLIC THOROUGHFARES OR IN CONNECTION THEREWITH IS THE RESPONSIBILITY OF THE OWNER AND/OR DEVELOPER OF THE TRACT OF LAND COVERED BY THIS PLAT IN ACCORDANCE WITH PLANS AND SPECIFICATIONS, PRESCRIBED BY THE COMMISSIONER'S COURT OF TRAVIS COUNTY, TEXAS.

THE OWNER(S) OF THE SUBDIVISION SHALL CONSTRUCT THE SUBDIVISION'S STREET AND DRAINAGE IMPROVEMENTS (THE "IMPROVEMENTS") TO COUNTY STANDARDS IN ORDER FOR THE COUNTY TO ACCEPT THE PUBLIC IMPROVEMENTS FOR MAINTENANCE OR TO RELEASE FISCAL SECURITY POSTED TO SECURE PRIVATE IMPROVEMENTS. TO SECURE THIS OBLIGATION THE OWNER(S) MUST POST FISCAL SECURITY WITH THE COUNTY IN THE ESTIMATED COST OF THE IMPROVEMENTS. THE OWNER(S) OBLIGATION TO CONSTRUCT THE IMPROVEMENTS TO THE COUNTY STANDARDS AND TO POST THE FISCAL SECURITY TO SECURE SUCH CONSTRUCTION IS A CONTINUING OBLIGATION BINDING ON THE OWNERS AND THEIR SUCCESSORS AND ASSIGNS UNTIL THE PUBLIC IMPROVEMENTS HAVE BEEN ACCEPTED FOR MAINTENANCE BY THE COUNTY, OR PRIVATE IMPROVEMENTS HAVE BEEN CONSTRUCTED AND ARE PERFORMING TO COUNTY STANDARDS.

THE AUTHORIZATION OF THIS PLAT BY THE COMMISSIONERS COURT FOR FILING OR THE SUBSEQUENT ACCEPTANCE FOR MAINTENANCE BY TRAVIS COUNTY, TEXAS, OF ROADS AND STREETS IN THE SUBDIVISION DOES NOT OBLIGATE THE COUNTY TO INSTALL STREET NAME SIGNS, OR ERRECT TRAFFIC CONTROL SIGNS, SUCH AS SPEED LIMIT, STOP SIGNS, AND YIELD SIGNS, WHICH IS CONSIDERED TO BE PART OF THE DEVELOPERS CONSTRUCTION

STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF THE COUNTY COURT, OF TRAVIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT ON THE ____ DAY OF _____, 201__ A. D., THE COMMISSIONERS' COURT OF TRAVIS COUNTY, TEXAS, PASSED AN ORDER AUTHORIZING THE FILING FOR RECORD OF THIS PLAT AND THAT SAID ORDER WAS DULY ENTERED IN THE MINUTES OF SAID COURT.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY COURT OF SAID COUNTY, THE ____ DAY OF _____, 201__ A. D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____

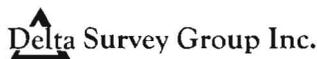
STATE OF TEXAS
COUNTY OF TRAVIS

I, DANA DEBEAUVOIR, CLERK OF TRAVIS COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING AND ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE ____ DAY OF _____, 201__ A. D. AT ____ O'CLOCK ____ M., DULY RECORDED ON THE ____ DAY OF _____, 201__ A. D. AT ____ O'CLOCK ____ M. PLAT RECORDS OF SAID COUNTY AND STATE IN DOCUMENT NO. _____ OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE OF THE COUNTY CLERK, THIS ____ DAY OF _____, 201__ A. D.

DANA DEBEAUVOIR, COUNTY CLERK
TRAVIS COUNTY, TEXAS

DEPUTY _____



8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

**SWEETWATER RANCH
SECTION TWO
VILLAGE F 2**

NOTES

1. OWNER OF THIS SUBDIVISION, AND HIS OR HER SUCCESSORS AND ASSIGNS, ASSUMES RESPONSIBILITY FOR PLANS FOR CONSTRUCTION OF SUBDIVISION IMPROVEMENTS WHICH COMPLY WITH APPLICABLE CODES AND REQUIREMENTS OF TRAVIS COUNTY. THE OWNER UNDERSTANDS AND ACKNOWLEDGES THAT PLAT VACATION OR REPLATTING MAY BE REQUIRED, AT THE OWNER'S SOLE EXPENSE, IF PLANS TO CONSTRUCT THIS SUBDIVISION DO NOT COMPLY WITH SUCH CODES AND REQUIREMENTS.
2. FOR A MINIMUM TRAVEL DISTANCE OF 25 FEET FROM THE ROADWAY EDGE, DRIVEWAY GRADES MAY EXCEED 14% ONLY WITH THE SPECIFIC WRITTEN APPROVAL OF THE SURFACE AND GEOMETRIC DESIGN PROPOSALS BY THE TRAVIS COUNTY TRANSPORTATION AND NATURAL RESOURCES.
3. WASTEWATER SYSTEMS SERVINGS THIS SUBDIVISION SHALL BE DESIGNED AND INSTALLED IN ACCORDANCE WITH TRAVIS COUNTY PLANS AND SPECIFICATIONS. PLANS AND SPECIFICATIONS SHALL BE SUBMITTED TO LCRA AND TCOQ FOR REVIEW.
4. NO PORTION OF THIS TRACT IS LOCATED WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE DESIGNATED 100 YEAR FLOOD PLAIN AS DEFINED BY F.E.M.A. MAP 48451C0385H DATED SEPTEMBER 26, 2008.
6. THIS SUBDIVISION IS SUBJECT TO A PHASING AGREEMENT RECORDED AS DOCUMENT NO. 2006100748.
7. MUNICIPAL JURISDICTION: THIS PRELIMINARY PLAN BOUNDARIES FALL OUTSIDE C.O.A. FTJ, BEE CAVE FTJ, LAKEWAY ETJ, AND WILL BE REGULATED BY TRAVIS COUNTY. MUNICIPAL JURISDICTION - NONE
8. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS AND RESTRICTIONS RECORDED AS DOCUMENT NO. 2006076072 OF THE OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS.
9. DRIVEWAYS SHALL NOT BE CONSTRUCTED CLOSER THAN 50 FEET OR 60% OF THE LOT'S FRONTAGE TO THE EDGE OF PAVEMENT OF AN INTERSECTING LOCAL OR COLLECTOR STREET.
10. A TRAVIS COUNTY DEVELOPMENT PERMIT IS REQUIRED PRIOR TO ANY SITE DEVELOPMENT.
11. WATER SERVICE AND WASTEWATER SERVICE WILL BE PROVIDED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT ID.
12. DRAINAGE EASEMENTS GREATER THAN 25 FEET WIDE CAN BE USED FOR OPEN CHANNEL OR ENCLOSED CONDUIT SYSTEMS. DRAINAGE EASEMENTS 15 FEET WIDE ARE FOR ENCLOSED CONDUIT DRAINAGE SYSTEMS ONLY.
13. THIS SUBDIVISION IS LOCATED WITHIN THE BOUNDARIES OF THE LAZY NINE MUNICIPAL DISTRICT ID. WATER AND WASTEWATER SERVICE TO THIS SUBDIVISION WILL BE PROVIDED BY THE DISTRICT IN ACCORDANCE WITH ITS RATE ORDER, AS AMENDED. ALL CONSTRUCTION PLANS FOR WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS MUST BE PRESENTED TO THE DISTRICT AND APPROVED BY THE DISTRICT'S ENGINEER PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES. THE DISTRICT MAY INSPECT ALL WATER, WASTEWATER, AND STORM DRAINAGE IMPROVEMENTS.
14. NO OBJECTS, INCLUDING BUT NOT LIMITED TO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES SHALL BE ALLOWED IN DRAINAGE EASEMENTS AND WATER QUALITY EASEMENTS EXCEPT AS APPROVED BY LCRA AND TRAVIS COUNTY.
15. NO LOT SHALL BE OCCUPIED UNTIL CONNECTED TO AN APPROVED PUBLIC SEWER SYSTEM.
16. NO LOT SHALL BE OCCUPIED UNTIL WATER SATISFACTORY FOR HUMAN CONSUMPTION IS AVAILABLE FROM A SOURCE IN ADEQUATE AND SUFFICIENT SUPPLY FOR THIS PROPOSED DEVELOPMENT.
17. ALL PRIVATE STREET RIGHT-OF-WAY ARE ALSO DRAINAGE EASEMENTS, WATER AND WASTEWATER EASEMENTS, AND GAS EASEMENTS AS PROVIDED BY LAZY NINE MUNICIPAL UTILITY DISTRICT ID.
18. MAINTENANCE OF PRIVATE STREETS AND GATE STRUCTURES SHALL BE THE RESPONSIBILITY OF THE SUBDIVISION HOMEOWNERS ASSOCIATION.
19. ALL WATER QUALITY AND DRAINAGE EASEMENTS SHALL BE MAINTAINED BY THE LAZY NINE MUNICIPAL UTILITY DISTRICT.
20. ALL PROPERTY OF THE HEREIN-DESCRIBED SUBDIVISION IS SUBJECT TO THE LOWER COLORADO RIVER AUTHORITY'S NON-POINT-SOURCE (NPS) POLLUTION CONTROL ORDINANCE. ANY DEVELOPMENT OTHER THAN CONSTRUCTION OF A SINGLE-FAMILY HOME OR ASSOCIATED STRUCTURE MAY REQUIRE AN NPS DEVELOPMENT PERMIT FROM THE LOWER COLORADO RIVER AUTHORITY.
21. ALL NON-RESIDENTIAL LOTS NOT ASSIGNED TO LAZY NINE MUD ID TO BE OWNED AND MAINTAINED BY THE HOME OWNERS ASSOCIATION OR ITS ASSIGNS.

SLOPE EASEMENT NOTE:

DRAINAGE AND LATERAL SUPPORT EASEMENTS TO THE LIMITS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOR THE CONSTRUCTION, MAINTENANCE, AND THE RIGHT TO PLACE EARTHEN FILL FOR DRAINAGE AND LATERAL SUPPORT FOR PUBLIC ROADWAYS ON THIS PLAT. PROPERTY OWNERS MAY USE THEIR PROPERTY WITHIN THESE EASEMENTS ONLY IN THOSE WAYS THAT ARE CONSISTENT WITH THE CONSTRUCTION, INSTALLATION, AND MAINTENANCE OF THE DRAINAGE AND LATERAL SUPPORT EASEMENTS DEDICATED HEREIN. PROPERTY OWNERS MAY DO NOTHING THAT WOULD IMPAIR, DAMAGE, OR DESTROY THE DRAINAGE AND LATERAL SUPPORT EASEMENTS. TRAVIS COUNTY AND ITS SUCCESSORS AND ASSIGNS HAVE THE RIGHT TO USE SO MUCH OF THE SURFACE OF THE PROPERTY WITHIN THE EASEMENTS AS MAY BE REASONABLY NECESSARY TO CONSTRUCT, INSTALL, AND MAINTAIN DRAINAGE AND LATERAL SUPPORT FACILITIES WITHIN THE EASEMENTS.

PERMANENT WATER QUALITY BMP EASEMENT PLAT NOTE:

THE PERMANENT WATER QUALITY BEST MANAGEMENT PRACTICE (BMP) EASEMENT IS FOR THE PURPOSE OF PROTECTING THE ENVIRONMENT BY IMPROVING THE QUALITY OF STORM WATER RUNOFF FROM DEVELOPED LANDS. NO STRUCTURE OR OTHER IMPROVEMENT MAY BE CONSTRUCTED OR MAINTAINED WITHIN A WATER QUALITY BMP EASEMENT AREA UNLESS SPECIFICALLY AUTHORIZED AND APPROVED IN WRITING IN ADVANCE BY THE LOWER COLORADO RIVER AUTHORITY (LCRA). FENCING WILL BE ALLOWED PROVIDED THAT IT DOES NOT INTERFERE WITH BMP FUNCTION AND THAT ACCESS FOR MAINTENANCE AND INSPECTION IS PROVIDED. THE WATER QUALITY EASEMENT MAY BE ENFORCED BY THE LOWER COLORADO RIVER AUTHORITY OR ANY OTHER GOVERNMENTAL ENTITY WITH THE AUTHORITY TO PROTECT THE ENVIRONMENT FOR THE BENEFIT OF THE PUBLIC, BY INJUNCTION OR OTHER ACTION IN A COURT OF APPROPRIATE JURISDICTION.

LOWER COLORADO RIVER AUTHORITY

DATE _____

BENCHMARK LIST:

- TBM-13: COTTON SPINDLE SET IN LIVE OAK TAG No. 1501 ELEV: 948.30'
- TBM-14: COTTON SPINDLE SET IN LIVE OAK TAG No. 1497 ELEV: 955.19'

STREET NAME	STREET WIDTH 28'	TYPE C&G	CLASSIFICATION LOCAL	STREET OWNERSHIP PRIVATE	STREET LENGTH 1019 LF
OSCEOLA TRAIL					
TOTAL	1019 LF				

SWEETWATER DEVELOPMENT PLAT NOTES:

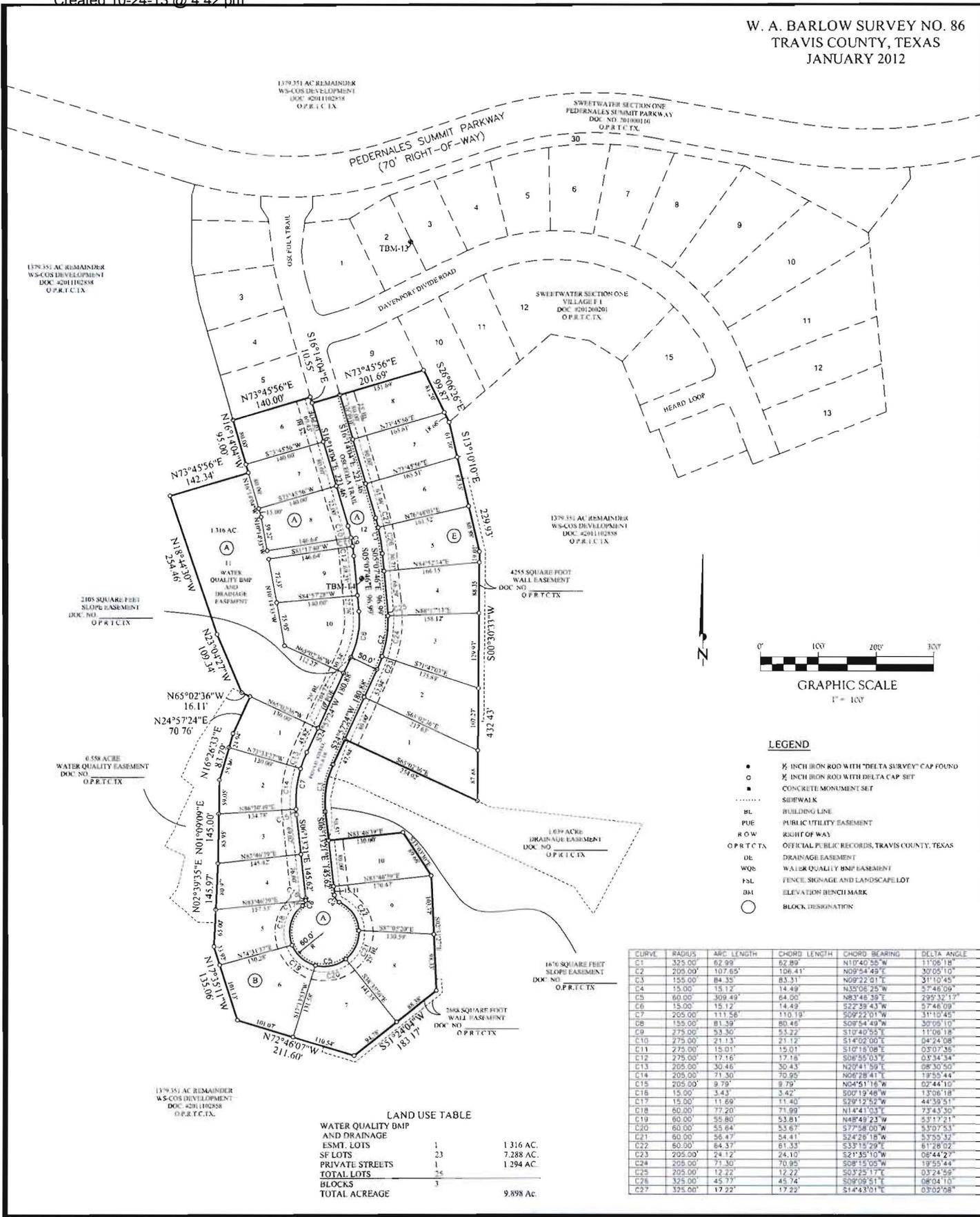
1. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE U.S. ARMY CORPS OF ENGINEERS FOR REVIEW AND ISSUANCE OF PERTINENT AND APPROPRIATE PERMITS, IF ANY ARE REQUIRED, PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
2. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE LOWER COLORADO RIVER AUTHORITY WATER RESOURCES PROTECTION DIVISION FOR REVIEW AND CONSIDERATION OF A NON-POINT SOURCE POLLUTION CONTROL PERMIT PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
3. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR STREET AND DRAINAGE INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION AND THE PROPOSED INTERSECTION WITH SH 71 WEST HAVE BEEN SUBMITTED TO THE TEXAS DEPARTMENT OF TRANSPORTATION AUSTIN DISTRICT, TOGETHER WITH APPROPRIATELY COMPLETED APPLICATIONS FOR DRIVEWAY PERMITS IN TxDOT ROW IN ADDITION, PERTINENT AND APPROPRIATE ROW RESERVATION AREAS, IF SUCH RESERVATIONS MAY BE DEEMED TO BE REQUIRED VIA MUTUAL CONSIDERATION AND CONSENT BETWEEN THE OWNER/DEVELOPER AND TxDOT TO ACCOMMODATE FUTURE EXPANSIONS OF SH 71 WEST ARE INCLUDED FOR CONSIDERATION FOR THE FINAL PLAT(S) OF THIS SUBDIVISION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.
4. THE OWNER/DEVELOPER OF THIS SUBDIVISION SHALL PROVIDE EVIDENCE THAT THE FINAL PLAT AND CONSTRUCTION PLANS FOR WATER, WASTEWATER AND STORMWATER MANAGEMENT INFRASTRUCTURE IMPROVEMENTS ASSOCIATED WITH THE SUBDIVISION HAVE BEEN SUBMITTED TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TECO) AND/OR LOWER COLORADO RIVER AUTHORITY (LCRA), AND THE LAZY NINE MUNICIPAL UTILITY DISTRICT FOR REVIEW AND CONSIDERATION PRIOR TO TRAVIS COUNTY APPROVAL OF THE FINAL PLAT(S) FOR THIS SUBDIVISION.



8213 Brodie Lane Ste. 102 Austin, TX. 78745
office: (512) 282-5200 fax: (512) 282-5230

SWEETWATER RANCH
SECTION TWO
VILLAGE F 2

SHEET
3
OF
4



- LEGEND**
- 1/8" IRON ROD WITH "DELTA SURVEY" CAP FOUND
 - 1/8" IRON ROD WITH DELTA CAP SET
 - CONCRETE MONUMENT SET
 - SIDEWALK
 - BL BUILDING LINE
 - PUE PUBLIC UTILITY EASEMENT
 - R O W RIGHT OF WAY
 - O P R T C T X OFFICIAL PUBLIC RECORDS, TRAVIS COUNTY, TEXAS
 - DE DRAINAGE EASEMENT
 - WQES WATER QUALITY BNP EASEMENT
 - FSL FENCE, SIGNAGE AND LANDSCAPE LOT
 - BM ELEVATION BENCHMARK
 - BLOCK DESIGNATION

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	323.00'	82.99'	82.89'	N10°40'55"W	11°00'18"
C2	209.00'	107.65'	106.41'	N09°54'49"E	30°05'10"
C3	155.00'	84.35'	83.31'	N08°22'01"E	31°10'45"
C4	15.00'	15.12'	14.49'	N33°08'25"W	5°7'46.09"
C5	60.00'	309.49'	64.00'	N83°46'39"E	2°52'32.13"
C6	15.00'	15.12'	14.49'	S22°38'43"W	5°7'46.09"
C7	205.00'	111.58'	110.19'	S09°22'01"W	31°10'45"
C8	155.00'	81.39'	80.46'	S08°54'49"W	30°05'10"
C9	275.00'	53.30'	53.22'	S10°40'55"E	11°00'18"
C10	275.00'	21.13'	21.12'	S14°02'00"E	04°24'08"
C11	275.00'	18.01'	18.01'	S10°18'08"E	03°07'35"
C12	275.00'	17.16'	17.16'	S08°55'03"E	03°34'34"
C13	205.00'	30.46'	30.43'	N20°41'59"E	08°30'50"
C14	205.00'	71.30'	70.95'	N06°28'41"E	19°55'44"
C15	205.00'	9.79'	9.79'	N04°51'18"W	02°44'10"
C16	15.00'	3.43'	3.42'	S00°19'46"W	13°06'18"
C17	15.00'	11.69'	11.40'	S29°12'52"W	44°39'51"
C18	60.00'	77.20'	71.99'	N14°41'03"E	73°43'30"
C19	60.00'	55.80'	53.81'	N48°49'23"W	53°17'21"
C20	60.00'	55.84'	53.67'	S77°58'00"W	33°07'53"
C21	60.00'	56.47'	54.81'	S24°26'18"W	33°09'32"
C22	60.00'	64.37'	61.33'	S33°15'29"E	61°28'02"
C23	205.00'	24.12'	24.10'	S21°35'10"W	06°44'27"
C24	205.00'	71.30'	70.95'	S08°15'05"W	19°55'44"
C25	205.00'	12.22'	12.22'	S03°25'17"E	03°24'59"
C26	325.00'	45.77'	45.74'	S09°09'51"E	08°04'10"
C27	325.00'	17.22'	17.22'	S14°43'01"E	03°02'58"

LAND USE TABLE

LAND USE	QUANTITY	ACREAGE
WATER QUALITY BNP AND DRAINAGE	1	1.316 AC.
ESMT. LOTS	23	7.288 AC.
SF LOTS	1	1.294 AC.
PRIVATE STREETS	24	
TOTAL LOTS	24	
BLOCKS	3	
TOTAL ACREAGE		9.898 AC.

§ EXHIBIT 82.401 (E) SUBDIVISION CONSTRUCTION AGREEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This Agreement is made and entered into by and between WS – COS DEVELOPMENT, LLC, a Delaware limited liability company (the "Subdivider"), and Travis County, Texas, (the "County"), hereinafter collectively referred to as the "Parties".

WHEREAS, the Subdivider owns the tract of real property described in Exhibit "A", which is attached hereto and made a part hereof, (the "Property"); and

WHEREAS, the Subdivider desires to subdivide the Property, pursuant to the proposed final plat of "**Sweetwater Section _Two___, Village _F2___**" (the "Subdivision"); and

WHEREAS, the County desires to set forth the Subdivider's responsibility for the construction of the Subdivision's roads and drainage facilities (the "Improvements"); and

WHEREAS, the Subdivider desires to set forth the County's responsibility to accept the constructed Improvements for maintenance;

NOW, THEREFORE, the Parties agree as follows:

I. Subdivider's Obligations

A. Improvements. The Subdivider shall construct the Improvements required to comply with the County's Standards for the Construction of Streets and Drainage in Subdivisions (the "Standards"). The Improvements will conform to the construction plans, permits, and specifications approved by the County prior to commencement of construction.

B. Security. To secure the Subdivider's obligations, the Subdivider will provide a financial guarantee of performance in the amount of the estimated cost of constructing the Improvements (the "Security"), which has been determined by a professional engineer and approved by the County's Transportation and Natural Resources Department ("TNR"). The Security must be in a form approved for use in the Standards or otherwise approved by the County Attorney's Office.

C. Alternative Fiscal. Notwithstanding any other provisions of this Agreement, the Subdivider may request the Commissioners Court to hold the administratively approved plat in abeyance until all streets, alleys, sidewalks, and drainage improvements in the Subdivision. The Subdivider must post fiscal security to secure restoration of disturbed areas should construction not be completed. Upon satisfactory completion, the submitted plat shall be forwarded to the Commissioners Court for approval and recording, provided adequate fiscal security has been posted to secure the one year Construction Performance Period described below.

D. Completion. The Improvements must be constructed no later than three (3) years after the effective date of this Agreement. This period may be extended by the delivery to the County at least forty five (45) days prior to the expiration of the Security of an extension of the Security in a form approved by the County. Upon completion of the Improvements, the Subdivider will provide the County with a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.

E. Warranty. The Subdivider warrants the public Improvements will be free from defects for a period of one (1) year from the date the County accepts the construction of the public Improvements (the "Performance Period"). The Subdivider shall correct and repair any defects in materials or workmanship, including design inadequacies and damage to or deterioration of the public Improvements, that occur before and during this Performance Period due to any cause. As a condition of the County's acceptance of dedication of any of the public Improvements, the Subdivider must post fiscal security in the form of cash, a performance bond, or other approved form and in the amount of ten percent (10%) of the cost of constructing the public Improvements, to secure the warranty established by this Agreement. It is expressly acknowledged that the public Improvements must meet County Standards at the end of the one year Construction Performance Period in order for the County to release the construction performance fiscal security.

F. Increase in Security. If the County determines the cost of constructing the Improvements exceeds the posted Security, within thirty (30) days after notice and demand, the Subdivider shall provide additional Security in an amount equal to the additional estimated cost.

G. Reduction in Security. During the construction of the Improvements, the Security may be reduced in accordance with the percentage of completion of the construction. The Executive Manager of TNR will execute Statements of Partial Reductions in the Amount of Security, when provided with the following documentation:

- 1) a professional engineer's certification of quantities of work completed;
- 2) a contractor's invoice for work completed; and
- 3) a TNR inspection report, indicating the completion of the portion of the work represented by the contractor's invoice.

After the approval and acceptance of the construction of the Improvements, the Security for the public Improvements may be reduced by ninety percent (90%) of the cost of the approved construction and held for the one-year Performance Period. After the approval of the construction of the private Improvements, the Security posted for the private Improvements will be fully released. In addition, the County agrees to release or reduce, as appropriate, the Security provided by the Subdivider, if the County accepts a substitute Security for all or any portion of the Improvements.

H. Covenant, Restriction, and Condition. In the event that the Improvements are not constructed to County Standards and the required Security has expired, the Subdivider shall not sell, transfer, or convey any of the lots in the Subdivision until sufficient Security has been posted with the County for the completion of the construction.

II. County's Obligations

A. Inspection and Approval. The County will inspect the Improvements during and at the completion of construction. If the Improvements are completed in accordance with the Standards, the County will approve the Improvements and accept the public Improvements

B. Notice of Defect. The County will notify the Subdivider, if an inspection reveals that any portion of the Improvements is not constructed in accordance with the Standards or is otherwise defective. However, the County is not responsible for the construction of the Improvements, the quality of the material, or the construction methods utilized. In addition, the County is not responsible for making continuous on-site inspections of the construction work and the County has no privity with or responsibility for the construction contractor or any subcontractors. The Subdivider will have thirty (30) days from such notice to cure the defect. It is an event of default under this Agreement, if the defect is not cured prior to the expiration of the time to cure.

C. Performance Period Security Release. Upon the expiration of the one-year Performance Period with no damages or defects which the Executive Manager notifies the Subdivider must be corrected, the Executive Manager will release the Performance Period Security.

D. Conditions to Draw on Security. The County may draw upon any Security posted under this Agreement upon the occurrence of one or more of the following events:

- a. The failure of the Subdivider to construct the Improvements to the applicable County Standards;
- b. The Subdivider's failure to renew or replace the Security at least forty-five (45) days prior to its expiration;
- c. The acquisition of the Property or a portion of the Property by the issuer of the Security or other creditor through foreclosure or an assignment or conveyance in lieu of foreclosure;
- d. The arrangement by the Commissioners Court for the completion of one or more of the Improvements; or
- e. The determination by the Commissioners Court that the completion of one or more of the public Improvements is in the public Interest.

E. Notice of Intent to Draw. The County shall provide ten (10) days written notice of the occurrence of such an event to the Subdivider with a copy provided to any fiscal surety, lender, or escrow agent. The notice will include a statement that the County intends to provide for the performance of some or all of Subdivider's obligations hereunder for the construction of the Improvements, if the failure is not cured. The County shall be entitled to draw the amount it considers necessary to perform the Subdivider's obligations under this Agreement up to the total amount allocated for the Improvements. In lieu of a drawing based on an event described in subparagraphs (b) or (c), above, the County may accept a substitute Security.

F. Use of Proceeds.

- 1) The County must utilize the proceeds of any posted security solely for the purpose of completing the Improvements to the County's Standards or to correct defects in or failures of the Improvements.
- 2) The County may in its sole discretion complete some or all of the unfinished Improvements at the time of default, regardless of the extent to which development has taken place in the Subdivision or whether development ever commenced, without incurring any obligation to complete any of the unfinished Improvements. If the County uses the proceeds to complete, repair, or reconstruct the Improvements, it will do so as a public trustee of the development process in order to protect purchasers and taxpayers from the adverse consequences of a subdivider default or to protect the public interest by completing the Improvements.
- 3) The County is not a private subdivision developer and its draft on the Security and utilization of the proceeds to complete, repair, or reconstruct the Improvements is not an acceptance of the dedication of the Improvements. The acceptance of the Improvements is specifically contingent upon the delivery to the County of Improvements, which have been constructed to County Standards or the express order of acceptance by the County's Commissioners Court.

- 4) The Subdivider has no claim or rights under this Agreement to funds drawn under the Security or any accrued interest earned on the funds to the extent the same are used by the County hereunder.
- 5) All funds obtained by the County pursuant to one or more draws under the Security shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the "Escrowed Funds"), are disbursed by the County.
- 6) The County shall disperse all or portions of the Escrowed Funds as Improvements are completed by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of the Improvements.
- 7) Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with any interest accrued thereon, shall be paid by the County to the Issuer of the Security or, if the Security was originally in the form of cash, to the Subdivider, no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvements using Escrowed Funds, whichever date is earlier.

G. Releases. The Executive Manager will, subject to the performance of the Subdivider of its obligations under this agreement and the Travis County Standards for Construction of Streets & Drainage in Subdivisions, execute such releases of this Agreement as are necessary and reasonable upon the request of the Subdivider or a purchaser of a portion of the Property.

III. MISCELLANEOUS

A. Covenants, Restrictions, and Conditions. These Covenants, Restrictions, and Conditions will operate as covenants running with the land and will be binding upon the Subdivider and the Subdivider's legal representatives, successors and assigns.

B. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the actual cost of completing the Improvements in conformance with the County's Standards, including without limitation its associated administrative expenses.

C. Remedies. The remedies available to the County and the Subdivider under this Agreement and the laws of Texas are cumulative in nature.

D. Third Party Rights. No non-party shall have any right of action under this Agreement, nor shall any such non-party, including without limitation a trustee in bankruptcy, have any interest in or claim to funds drawn on the posted Security and held in escrow by the County in accordance with this Agreement.

E. Indemnification. The Subdivider shall indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees, for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County, if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements.

F. No Waiver. The waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will it constitute a continuing waiver unless expressly provided for by a written amendment

to this Agreement. The County's failure to enforce any provision will not constitute a waiver or estoppel of the right to do so.

G. Attorney's Fees. The prevailing party in any litigation hereunder is entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs.

H. Successors and Assigns. This Agreement is binding on the Subdivider and the heirs, successors, and assigns of the Subdivider and on any person acquiring an ownership interest in the Property through the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the written approval of the County; provided the County's approval shall not be unreasonably withheld if the Subdivider's assignee expressly assumes all obligations of the Subdivider under this Agreement. An assignment shall not be construed as releasing the Subdivider from Subdivider's obligations under this Agreement and Subdivider's obligations hereunder shall continue notwithstanding any assignment approved pursuant to this Paragraph unless and until the County executes and delivers to the Subdivider a written release. The County agrees to release the Subdivider, if the Subdivider's assignee expressly assumes the Subdivider's obligations under this Agreement and has posted the Security required by this Agreement. The County in its sole discretion may assign some or all of its rights under this Agreement and any such assignment shall be effective upon notice to the Subdivider.

I. Expiration. This Agreement will terminate upon the vacation of the Subdivision by the Subdivider or the completion of the Subdivider's obligations under this Agreement, whichever occurs first.

J. Notice. Any notice under this Agreement must be in writing and will be effective when personally delivered or three (3) days after deposit in the U.S. Mail, postage prepaid, certified with return receipt requested, and addressed as follows:

Subdivider:	WS – COS Development, LLC 52 Mason Street Greenwich, CT 06830 ATTN: Lawrence Settanni, Vice President
County:	Transportation & Natural Resources Department P.O. Box 1748 Austin, Texas 78767 Attn: Executive Manager
Copy to:	Travis County Attorney's Office P.O. Box 1748 Austin, Texas 78767

The parties may change their respective addresses for notice to any other location in the United States in accordance with the provisions of this Paragraph.

K. Severability. If any provision of this Agreement is held by a court to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or unenforceability shall not affect the validity of any other provision and the rights of the parties will be construed as if such provision was never part of this Agreement.

L. Jurisdiction and Venue. This Agreement concerns real property located in Travis County, Texas, and shall be governed and construed under Texas law. Venue for any action arising under this Agreement shall be exclusively in Travis County, Texas.

M. Captions Immaterial. The captions or headings of the paragraphs of this Agreement are for convenience only and shall not be considered in construing this Agreement.

N. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Any oral representations or modifications concerning this Agreement shall be of no force or effect, except a subsequent written modification executed by both parties. NO OFFICIAL, EMPLOYEE, OR AGENT OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND, MODIFY, OR OTHERWISE CHANGE THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE COMMISSIONERS COURT.

This Agreement is executed as of the dates set forth below and is effective upon approval by the County of the final plat for the Subdivision or upon approval of Alternative Fiscal in accordance with County regulations.

TRAVIS COUNTY, TEXAS:

SUBDIVIDER:
WS-COS DEVELOPMENT, LLC,
a Delaware limited liability company
By: WSI(II)-COS, LLC, a Delaware limited liability company, Its Managing Member

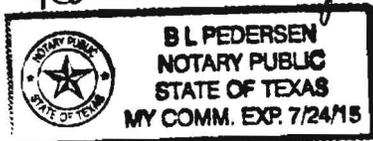
By: [Signature]
J. Robert Long, Authorized Signatory
Date: _____

County Judge
Date: _____

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 13 day of MARCH, 2012, by J. Robert Long, in the capacity stated herein.



[Signature]
Notary Public in and for the State of Texas

STATE OF TEXAS §
COUNTY OF TRAVIS §

BEFORE ME, the undersigned authority, on this day personally appeared J. Robert Long, Authorized Signatory of WSI(II)-COS, LLC, a Delaware limited liability company, the Managing Member of WS-COS DEVELOPMENT, LLC, a Delaware limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged that he executed the same on behalf of said limited liability company for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 20____.

Notary Public in and for the State of Texas

EXHIBIT "A"



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Chiddi N'Jie, P.E., Engineer Senior Phone #: (512) 854-7585

Division Director/Manager: Steve Sun, P.E., Assistance Public Works Director

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Daugherty, Precinct Three
Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a request to transplant a 30 inch diameter oak tree instead of replacing it with an equivalent total diameter of oaks to facilitate the completion of improvements to Frate Barker Road, in Precincts One and Four.

BACKGROUND/SUMMARY OF REQUEST:

The court is being asked to consider and select 1 of 2 tree mitigation options for a large oak tree located in the center of the proposed widening of Frate Barker Road. The first option is to transplant the tree to a nearby location. A rigorous maintenance program will be needed to improve survivability of the relocated tree. The court would need to approve using project funds, as discussed below, and direct TNR to work with The Purchasing Office and The County Attorneys Office to develop a Maintenance Service Agreement with members of the Rancho Alto Homeowner's Association that have offered to pay for this service. The second option is to replace the tree with a total number of smaller trees having a cumulative diameter of 30 inches (example 3-10" oak trees). The second option is what is typically done on our projects.

The Frate-Barker Road Improvement Project is funded jointly by the Federal Highway Administration (FHWA), TxDOT, and Travis County on an 80/20 cost share basis. As such it was required to follow the National Environmental Policy Act (NEPA) procedures which required impacts analyses, alternatives analyses, and public hearings. The result was the issuance of a finding of no significant impact and FHWA authorization to proceed with construction.

STAFF RECOMMENDATIONS:

The bid price for relocating the tree is \$245,000.00. TxDOT has been asked if this will be eligible for 80% reimbursement and their response is as follows: "According to tree experts, if tree wasn't intentionally planted at this location, it's transplant success rate is extremely low and thus is not worth the dollars to relocate. However, transplant costs are potentially eligible for reimbursement". TNR obtained the services of an arborist who believes that the tree can be successfully transplanted.

TxDOT approval of this expense reduces the county's cost to \$49,000.00 plus any additional unforeseen cost. The projected cost associated with the replacement option is \$20,000.00. TxDOT approval of this expense reduces the county's cost to \$4,000.00 plus any additional unforeseen cost.

Staff recommends not to relocate the tree but to replace it with the equivalent total diameter size of smaller trees. Staff bases its recommendation upon the excessive cost of transplanting and the fact that the NEPA process was correctly followed and FHWA authorization to proceed obtained.

ISSUES AND OPPORTUNITIES:

Travis County, under the oversight of the Texas Department of Transportation (TxDOT), is developing the project to improve Frate Barker Road from Brodie Lane to Manchaca Road. This section of Frate Barker Road, about 1.3 miles long, is a 2 lane rural arterial roadway. The proposed improvement includes the widening of the road to 5 lanes from Manchaca Road to Buckingham Gate Drive, and 3 lanes from Buckingham Gate Drive to Brodie Lane. This curb and gutter roadway section will also include a bicycle lane and sidewalk on each side of the road.

This project is consistent with the local transportation plan. The Capital Area Metropolitan Planning Organization (CAMPO) is the designated transportation planning organization for the Austin-area. CAMPO produces the long-range transportation plan and included in the plan is a network of arterial roadways that are considered essential for meeting the transportation needs of this area. The existing and proposed arterial roadway is needed to distribute traffic as efficiently as possible within the network so that no one road takes the full burden.

After the FHWA clearance and 80% design complete, a tree advocate group started an effort to terminate the roadway project and another to save the tree. They requested information to substantiate that the NEPA notification process was followed since they assert never seeing or hearing anything about the project. Through an open records request, the county provided them access to all our files and provided them copies of materials they wanted to take with them. This group agreed that the county followed the process but will still want the road to be left as is, and another group wanted the road to be aligned around the tree. In response to the mounting support for keeping the tree TNR agreed to include in the construction contract options to relocate or replace the tree. TNR also advised that it would not recommend transplanting the tree because of high costs and after having correctly completed a lengthy NEPA process, obtaining TxDot, and FHWA approvals to proceed with the recommended alternative.

This project has been approved for construction by TxDOT (and FHWA) after nearly 5 years of investigations, analyses, design, and right-of-way acquisition.

The NEPA process required the investigation of alternatives. Of the three options developed, considered, and vetted through the environmental process, Alternate 1, (the one with the 30" tree to be removed) was selected. The public involvement process included the Open House held on January 24, 2008, and the public hearing held on March 3, 2011. This alternative was deemed safer than Alternate 3 and the No Build Alternative, and also had less displacement impact upon property owners.

FISCAL IMPACT AND SOURCE OF FUNDING:

This project is funded jointly by the Federal Highway Administration (FHWA) and Travis County on an 80/20 Surface Transportation Project Metropolitan Mobility(STP MM) grant. The estimated project cost is \$11,500,000.00, with FHWA committing to a maximum of \$9,200,000.00, and the county committing to the rest of the cost and TxDOT administrative cost for a current projected total of \$2,390,000.00. The project will also utilize \$555,038.60 of fiscal posted by developers of the property abutting the roadway. Design and right-of-way acquisitions have been completed. Bids for the construction contract were received on July 23, 2013 and there are adequate funds to proceed with the construction and to fund either option for the tree.

If the court decides to fund the tree relocation under the 80-20 Grant Agreement, TxDOT must also approve the request. TxDOT has indicated in the past that reimbursement eligibility will be looked at when requested, and that the cost is potentially eligible for reimbursement. If TxDOT denies the request, the county will need to fund the total amount, including any change order relating to the relocation efforts.

ATTACHMENTS/EXHIBITS:

- Attachment "A" : Project Location Map
- Attachment "B": Study Alignment Alternatives

REQUIRED AUTHORIZATIONS:

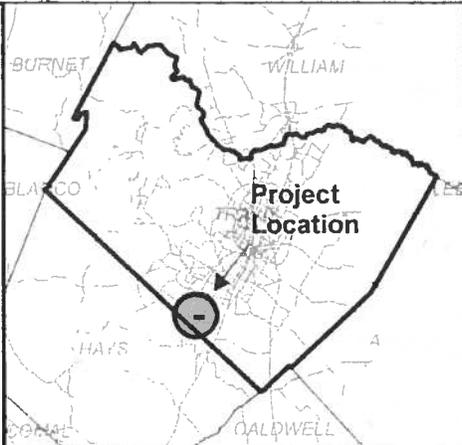
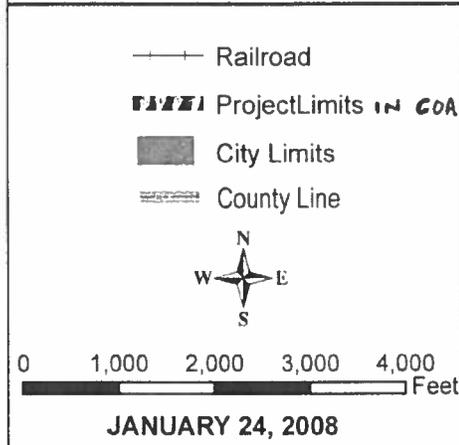
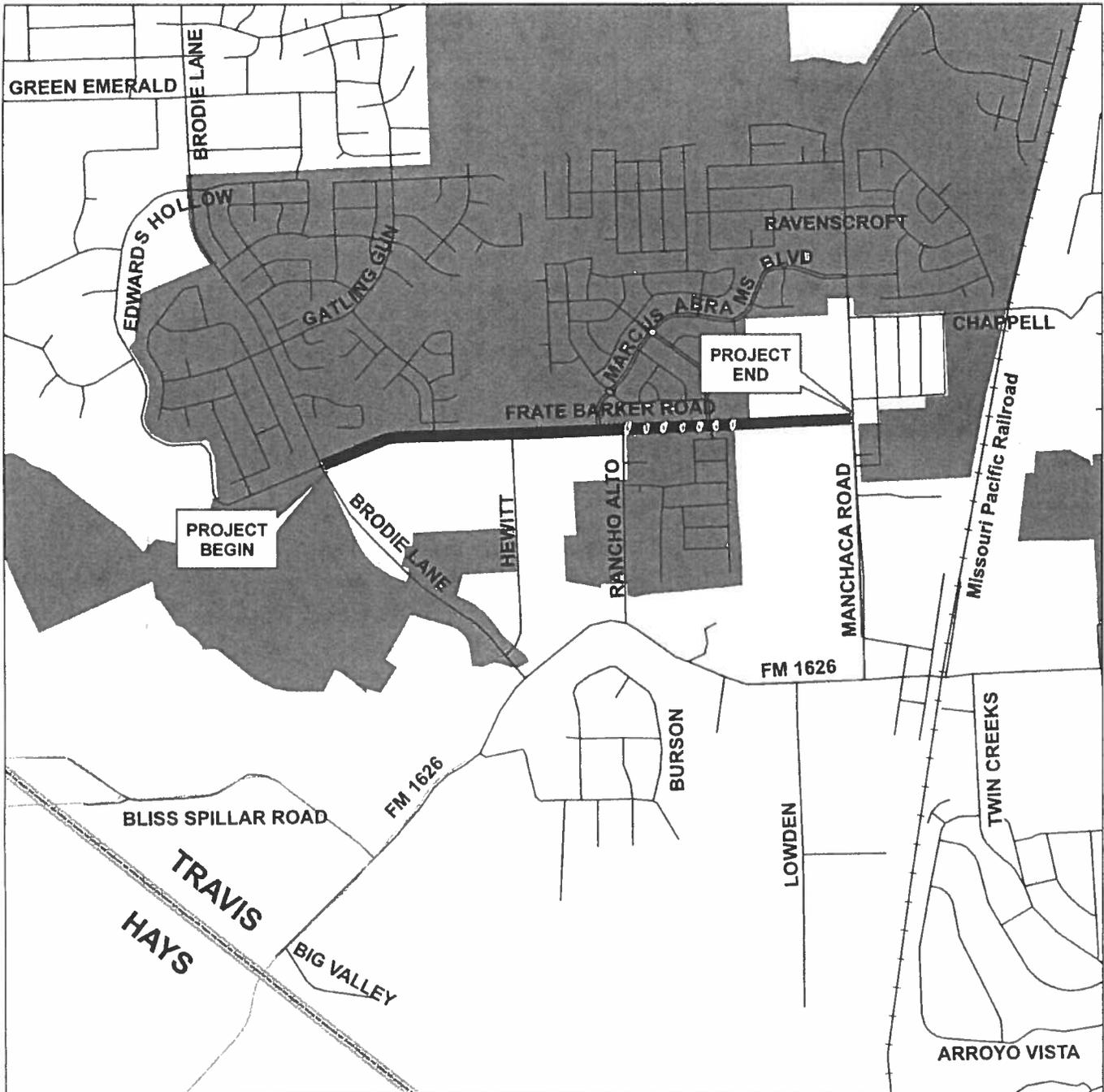
Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Chris Gilmore	Assist County Attorney	TNR	(512) 854-9455
Cyd Grimes	Purchasing Agent	TNR	(512) 854-9700
Hannah York	Auditor Office	TNR	(512) 854-9125
Steve Sun	Assistant Public Work Director		(512) 854-4660
Chiddi N'Jie	Engineer Senior		(512) 854-7585
Isabelle Lopez	Financial Analyst		(512) 854-9383

Tawana Gardner	Financial Senior	TNR	(512) 854-7679
Donna Williams-Jones	TNR Financial	TNR	(512) 854-7677

∴
3101 - Public Works/CIP -






PROJECT LOCATION MAP

Frate Barker Road:
From Brodie Lane to Manchaca Road

Travis County, Texas

DISCLAIMER This map was generated by HNTB Corporation using GIS (Geographic Information Systems) software. No claims are made to the accuracy or completeness of the information shown herein nor to its suitability for a particular use. The scale and location of all mapped data are approximate.



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Robert Armistead **Phone #:** (512) 854-9831

Division Director/Manager: Charles Bergh, Division Director Parks

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action regarding a License Agreement with the Circuit of The Americas for the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 Races on November 15-17, 2013, in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

Circuit of The Americas is requesting the use of Richard Moya Park as a bicycle staging area for cyclists who will be riding shuttle buses to the F1 races on November 15-17, 2013. Cyclists who ride their bikes to Moya Park will be provided transportation to the races. The licensee will be responsible for setting up and dismantling any structures associated with the staging area. The park and its amenities will remain open for other park users. The bicycle staging area was provided at Richard Moya Park for the 2012 F1 Races, with 350-400 cyclists using it each race day.

STAFF RECOMMENDATIONS:

Staff recommends approval of this license agreement.

ISSUES AND OPPORTUNITIES:

This is another opportunity to provide alternative transportation options for those attending the F1 races. By offering this service in the park, we are attracting new visitors to our recreation areas as well as building positive working relationships.

The bicycle staging area will be open from 7:00 a.m. until 8:00 p.m. each day Friday through Sunday, November 15-17, 2013. This will help relieve congestion on area roads while supporting an event that has a positive economic impact to Travis County.

FISCAL IMPACT AND SOURCE OF FUNDING:

There would be no budgetary or fiscal impact associated with this request. Circuit of the Americas will pay the normal fees for ballfied reservations and will pay for operational expenses needed for the event.

ATTACHMENTS/EXHIBITS:

License Agreement

Park Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Chris Gilmore	Assistant County Attorney	County Attorney	(512) 854-9515
Steve Elliott	Director of Transportation	Circuit of the Americas	(512) 394-3858
Edgar Farrera	Director of Sustainability	Circuit of the Americas	(512) 394-3891
Charles Bergh	Director	TNR - Parks	(512) 854-9408

CC:

Dan Chapman	Park Ranger Chief	TNR - Parks	(512) 263-9114
Kurt Nielsen	Parks District Manager	TNR - Parks	(512) 854-7218
JD Taylor	Park Supervisor	TNR - Parks	(512) 279-1227
Robert Armistead	Parks Division Manager	TNR - Parks	(512) 854-9831

: :
0101 - Administrative -

LICENSE AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This License Agreement (the "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Circuit of the Americas, LLC ("Licensee").

WHEREAS, County is the owner of Richard Moya Park located at 10001 Burleson Road, Austin, Texas (the "County Park");

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

WHEREAS, Licensee desires to exercise certain rights and privileges in the County Park in conjunction with the 2013 Formula 1 United States Grand Prix (the "Event") taking place at the Circuit of the Americas on Friday, November 15, 2013 through Sunday, November 17, 2013.

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

I. GRANT OF LICENSE

1.1 County hereby grants a license to Licensee and its employees, agents, sponsors, contractors and suppliers, and to Event participants, to enter and use approved areas within the County Park in connection with the Event (the "License"). Approved areas include those roadways, trails, and park areas, together with their associated rights-of-way, shown on **Exhibit A**, attached hereto and made a part hereof for all purposes. The County Park will remain open to the public during the Event. The License includes the following rights and privileges: (a) the right to use County Park for a bicycle staging area at a location to be approved in advance by the Travis County Parks Division of the Transportation and Natural Resources Department ("the Parks Division"); (b) the right to pass out fliers to Event attendees describing the Event and emphasizing the need to comply with County Park rules and regulations; (c) the right (granted to Licensee and to third-party vendors, including Event sponsors and concessionaires) to provide a bike valet service in pre-approved areas; and (d) the right to place a sufficient (as determined by the Parks Division) number of port-a-potties

(portable restrooms) into the County Park so as to satisfy the restroom needs of anticipated Event participants, sponsors and attendees.

1.2 All publicity, promotion and distribution rights arising out of or in connection with the Event, including all exhibition, advertising and exploitation products or services created or produced in connection therewith, shall be the sole property of Licensee or its independent contractors, without exception and in perpetuity, and may be exploited in all media and markets and in all forms, whether known, unknown, or hereafter created. The License includes the right to bring onto the County Park and to utilize thereon personnel, personal property, materials and equipment during the term of the License.

1.3 Licensee shall, at its own expense, provide operational expenses for each of the three (3) days of the Event.

1.4 Licensee agrees to make no structural changes to the County Park. However, the License allows for superficial preparation to be made to the County Park to facilitate Licensee's Event needs, including: (a) temporary placement of parking signs along designated parking areas; (b) pre-Event setup and staging activities; and Licensee agrees to leave the County Park in the same and as good a condition as when it was received, normal wear and tear excepted as determined by existing County parks policy. Licensee agrees to and shall repair, at its sole expense, within two months following conclusion of the Event, any County Park damage caused by or in connection with the Event.

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

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

1.7 During the License Term, as such term is defined below, Licensee agrees to take all reasonable measures to minimize noise and any other type of interference with or disruption of normal County Park business, including the use and enjoyment of the County Park by regular County Park visitors.

II. TERM OF LICENSE

2.1 The License granted hereunder is between approximately 6:00 A.M. Friday, November 16, 2013 through 9:00 P.M. Sunday, November 18, 2013.

III. PAYMENT TO COUNTY

3.1 In consideration of the License granted hereunder, Licensee shall provide, at its own additional expense, all utilities such as electricity, water, garbage removal, wastewater, and traffic control during Licensee's use of the County Park, as well as any security personnel during Licensee's use of the Park. In addition, all vehicles brought into the County Park for purposes authorized under this Agreement, and all persons entering the County Park for the purpose of conducting the licensed activities will be charged all normal and customary fees charged to the public.

3.2 During the License Term, Licensee shall provide, at its own additional expense, security through employment of Travis County Park Rangers, and maintenance through employment through Travis County Park Maintenance Staff.

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

IV. PERMITS

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

V. USE AND REPAIRS

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

5.2 LICENSEE ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PARK PRIOR TO EXECUTION OF THIS AGREEMENT, LICENSEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY LICENSOR. LICENSEE AGREES TO ACCEPT THE PROPERTY "AS-IS" AND WITH ALL FAULTS AND WAIVES ALL OBJECTIONS OR CLAIMS IN THIS REGARD AGAINST LICENSOR (INCLUDING BUT NOT LIMITED TO ANY RIGHT OR CLAIM OF CONTRIBUTION) ARISING FROM OR RELATED TO THE PROPERTY OR TO ANY HAZARDOUS MATERIALS ON THE PROPERTY. LICENSOR WILL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN

STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON. LICENSEE FURTHER ACKNOWLEDGES AND AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE USE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND BASIS WITH ALL FAULTS. IT IS UNDERSTOOD AND AGREED THAT THE CONSIDERATION FOR THE USE OF THE PROPERTY HAS BEEN NEGOTIATED TO REFLECT THAT ALL OF THE PROPERTY IS LICENSED BY LICENSOR AND ACCEPTED BY LICENSEE IN THE "AS-IS" CONDITION. THIS ACCEPTANCE BY THE LICENSEE SHALL BE AN ACKNOWLEDGMENT THAT THERE IS NO LANDLORD/TENANT RELATIONSHIP ESTABLISHED BETWEEN LICENSOR AND LICENSEE. LICENSEE HAS NO EXPECTATION OF WARRANTIES AS TO USE OR HABITABILITY OF THE PARK.

VI. INDEMNIFICATION

6.1 LICENSEE DOES HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS AND DEFEND LICENSOR, ITS AGENTS, SERVANTS, AND EMPLOYEES, FROM ANY AND ALL NEGLIGENCE, LIABILITY, LOSS, COSTS, CLAIMS, INCLUDING ATTORNEY'S FEES, OR EXPENSE OF WHATSOEVER TYPE OR NATURE ARISING IN WHOLE OR IN PART, OUT OF ANY AND ALL ACTS OF COMMISSION OR OMISSION OF LICENSEE, ITS AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, OR SUPPLIERS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR LICENSEE'S USE OF THE PARK, FOR WHICH A CLAIM, INCLUDING ATTORNEY'S FEES, DEMAND, SUIT, OR OTHER ACTION IS MADE OR BROUGHT BY ANY PERSON, FIRM, CORPORATION, OR OTHER ENTITY AGAINST LICENSOR.

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

VII. CONTROL OF TRAVIS COUNTY

7.1 Licensee and its agents shall at all times obey the direction and commands of the County Executive of the Travis County Transportation and Natural Resources Department, or his designees (including the Director of the Parks Division and any and all Travis County Park Rangers), while in the County Park.

7.2 Licensee agrees to attend a pre-site meeting with TNR representatives prior to commencement of the Event. Licensee shall be responsible for contacting Dan

Chapman, or other authorized Parks Division representative, in order to arrange a time and location for such pre-site meeting that is mutually agreeable to the parties.

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

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

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

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

VIII. NOTICES

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

If to Licensee: Steve Elliott
 Director of Transportation
 Circuit of the Americas, LLC
 301 Congress Avenue, Suite 200
 Austin, Texas 78701

 Secondary Contact:
 Edgar Farrera
 Circuit of the Americas, LLC
 301 Congress Avenue, Suite 200
 Austin, Texas 78701
 edgar.farrera@circuitoftheamericas.com

If to County: Steven Manilla
 County Executive

Transportation and Natural Resources Department
P.O. Box 1748
Austin, TX 78767

IX. MEDIATION

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

X. AMENDMENTS

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

XI. NON-WAIVER AND RESERVATION OF RIGHTS

11.1 No act or omission by Licensor may constitute or be construed as a waiver of any breach or default of Licensee which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be construed as a waiver of that right or privilege.

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

XII. MISCELLANEOUS

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

12.2 This Agreement shall be binding upon and inure to the benefit of County and Licensee and their respective successors, executors, administrators and assigns. Neither County nor Licensee may assign, sublet or transfer its interest in or the obligations hereunder of this Agreement without the written consent of the other party hereto.

12.3 The property covered by this Agreement is located in Travis County, Texas, and all activities and undertakings permitted under this Agreement are performable in Travis County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

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

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

LICENSEE:

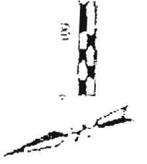
By:  _____
Dan Allen
Chief Financial Officer
Circuit of The Americas, LLC

Date: 10.22.2013

EXHIBIT A

Approved Areas
(attached)

Check Before Di
utilities and struc
Coordinate with



4826

Supplies Road

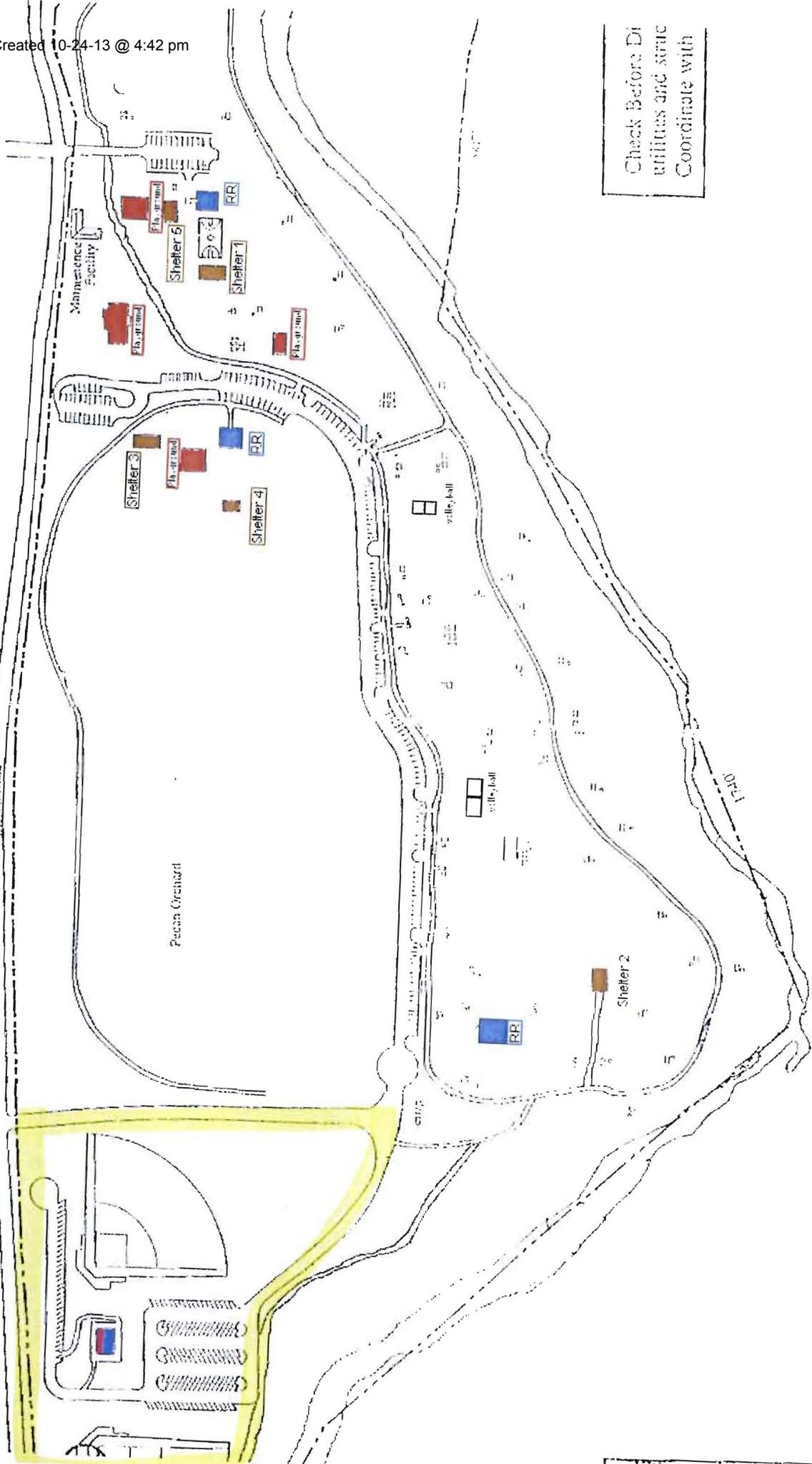


EXHIBIT B
INSURANCE CERTIFICATE
(attached)

JR PURGEON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/17/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K & K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, In 46801	CONTACT NAME: MOTORSPORTS PHONE (A/C, Hk, Ext): 800-248-1839 FAX (A/C, Hk): 260-459-5118 EMAIL ADDRESS: KK.MOTORSPORTS@KANDKINSURANCE.COM
	INSURER(S) AFFORDING COVERAGE: NATIONAL CASUALTY COMPANY NAIC#: 11991
INSURED CIRCUIT OF THE AMERICAS, LLC 301 CONGRESS, SUITE 220 AUSTIN, TX 78701	INSURER A: INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

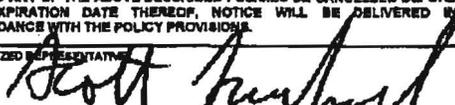
COVERAGES **CERTIFICATE NUMBER:** 1718896 **REVISION NUMBER:**

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

ITEM LTR	TYPE OF INSURANCE	ADJUST	WVD	POLICY NUMBER	MM/DD/YYYY	MM/DD/YYYY	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Owners & Contractors <input checked="" type="checkbox"/> \$100,000 E&O GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			KK00003619500	12:01AM 5/22/13	12:01AM 5/22/14	EACH OCCURRENCE 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) 300000 MED EXP (Any one person) NONE PERSONAL & ADV INJURY 1000000 GENERAL AGGREGATE NONE PRODUCTS-COMP/PROP AGG 5000000 Part Lgl Liab 1000000 COMBINED SINGLE LIMIT (Per Accident) 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRSD AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			KK00003619700	12:01AM 5/22/13	12:01AM 5/22/14	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			KK00003619600	12:01AM 5/22/13	12:01AM 5/22/14	EACH OCCURRENCE 1000000 AGGREGATE 10000000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

TYPE OF EVENT: BICYCLE VALET AND SHUTTLE OPERATIONS
 DATE OF EVENT: 11/15-17/13 (EXCESS AGGREGATE EXISTS ONLY WHERE APPLICABLE)
 LOCATION: RICHARD MOYA PARK

CERTIFICATE HOLDER TRAVIS COUNTY PO BOX 1748 AUSTIN, TX 78767	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: _____

LOC # _____

CERTIFICATE: 1718896 DATE ISSUED: 10/17/13

ACORDTM

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

<small>AGENCY</small> K & K INSURANCE GROUP, INC.		<small>NAMED INSURED</small> CIRCUIT OF THE AMERICAS, LLC 301 CONGRESS, SUITE 220 AUSTIN, TX 78701	
<small>POLICY NUMBER</small> GL KEO0003619500 AL KKO0003619700 EX XKO0003619600			
<small>CARRIER</small> SEE ACORD 25	<small>NAC CODE</small>	<small>EFFECTIVE DATE: SEE ACORD 25</small>	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

ADDITIONAL INSURED:
TRAVIS COUNTY;
BUT ONLY AS RESPECTS TO THE OPERATION OF THE NAMED INSURED.

Policy Change
Number 0004

GU 269
(11-85)

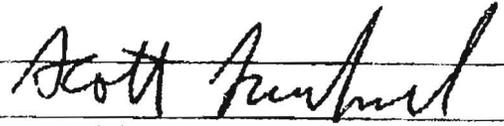
THE ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

IL 12 01 11 85

POLICY CHANGES

POLICY NO. KE00000003619500	POLICY CHANGES EFFECTIVE 11/15/13	COMPANY NATIONAL CASUALTY COMPANY
NAMED INSURED CIRCUIT OF THE AMERICAS, (SEE KR-SP-1)		AUTHORIZED REPRESENTATIVE K&K INSURANCE AGENCY, INC.
COVERAGE PARTS AFFECTED COMMERCIAL GENERAL LIABILITY		PAGE 01 OF 01
<p>CHANGES</p> <p>FORM CG2026 "ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION" IS AMENDED TO INCLUDE THE FOLLOWING:</p> <p>TRAVIS COUNTY PO BOX 174B AUSTIN, TX 78767</p> <p>NO ADDITIONAL PREMIUM.</p>		

JS 10/17/13



Authorized Representative Signature

Copyright Insurance Services Office, Inc., 1983
Copyright, ISO Commercial Risk Services, Inc. 1983



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Stacey Scheffel, Permits Program Manager **Phone #:** (512) 854-7565

Division Director/Manager: Anna Bowlin, Division Director, Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Gomez, Precinct Four

AGENDA LANGUAGE: Consider and take appropriate action on a request for a variance to County on-site sewage facility regulations to allow a second single family residence to be placed on less than two acres at 16409 Jacobson Road in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

The owner of the property at 16409 Jacobson Road wishes to install a second single family residence on the one acre property. The subdivision requirements of Travis County Code Chapter 48 require one acre of land per dwelling. The proposed on-site sewage facility (OSSF) would otherwise be compliant with current standards.

STAFF RECOMMENDATIONS:

TNR staff recommends that the variance be granted.

ISSUES AND OPPORTUNITIES:

In June 2000, the Travis County Commissioners Court adopted rules for OSSF's also referred to as septic systems. The rules included minimum lot size requirements of one acre per dwelling in most areas of the county. The reduced density of OSSF's was intended to protect the Trinity and other environmentally sensitive aquifers. In the next rule update, staff will be recommending that the Court change the minimum lot sizing requirements to a maximum of 600 gallons per day per acre of effluent requirement for subdivisions. The proposal for 16409 Jacobson Road is for a total of 420 gallons per day per acre.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

Variance Request Letter

Site Plan

Location Map

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429

CC:

Brandon Couch		TNR	(512) 854-6434

AB:SS:bc

1701 - Private Sewage Facilities - 1705

October 9, 2013

TRANSPORTATION AND NATURAL RESOURCES

ONSITE WASTEWATER PROGRAM
700 Lavaca Street, 5th Floor
Travis County Administration Building
Brandon Couch, R.S., D.R. #OS0029465
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

Re: On-Site Sewage Facility (OSSF) for 16409 Jacobson Road

Mr. Couch,

This letter is to address comment #2 from your letter dated August 5, 2013, that reads as follows:
"2. Per Travis County Code Chapter 48, a minimum lot size of 0.75 or 1 acre is required for subdivision of a property depending on location. Each additional residence will be considered a division of property. Please provide additional acreage."

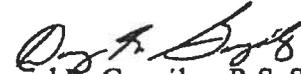
We are requesting a variance from the minimum lot size from .75 as stated in Table XII of Travis County Code Chapter 48, since the property is served by a Public water system, as noted on table's chart. The variance request is to allow for a .5 of an acre for a residential usage. The lot was legally subdivided when it was cut up prior to the current Travis County Code Chapter 48, however the family is only asking that the Commissioner's Court take into consideration the age of the tract of land and allow for a .5 acre to be used for a residence as the prior Travis County Code and the current Texas Commission on Environmental Quality (TCEQ §285.4(a) (1) (A) Facility Planning) indicated and states.

Miguel Hernandez and his wife Emma Benitez are getting up in their age and the son Hector Hernandez wants them closer to take care of them. Hector Hernandez lives on the existing 1.0 Acre tract of land that has a permitted pre-treatment on-site sewage facility (OSSF) at this time. The existing OSSF is located on the opposite side of the 1.0 acre tract of land; please see site plan, and the new proposed OSSF will be located towards the front of the 1.0 acre tract of land. As per site evaluation and soil analysis the soil at this property is a Class IV soil and an Evapo-Transporation (ET) type OSSF is being proposed. Since the two OSSF's are completely different and opposite from each other, one will be a subsurface and the existing is surface application with pre-treatment, there should be more then enough square footage on the 1.0 acre tract of land to handle the daily water flow proposed; and as in all OSSF's when maintained, they will not cause any imminent health hazards in the future.

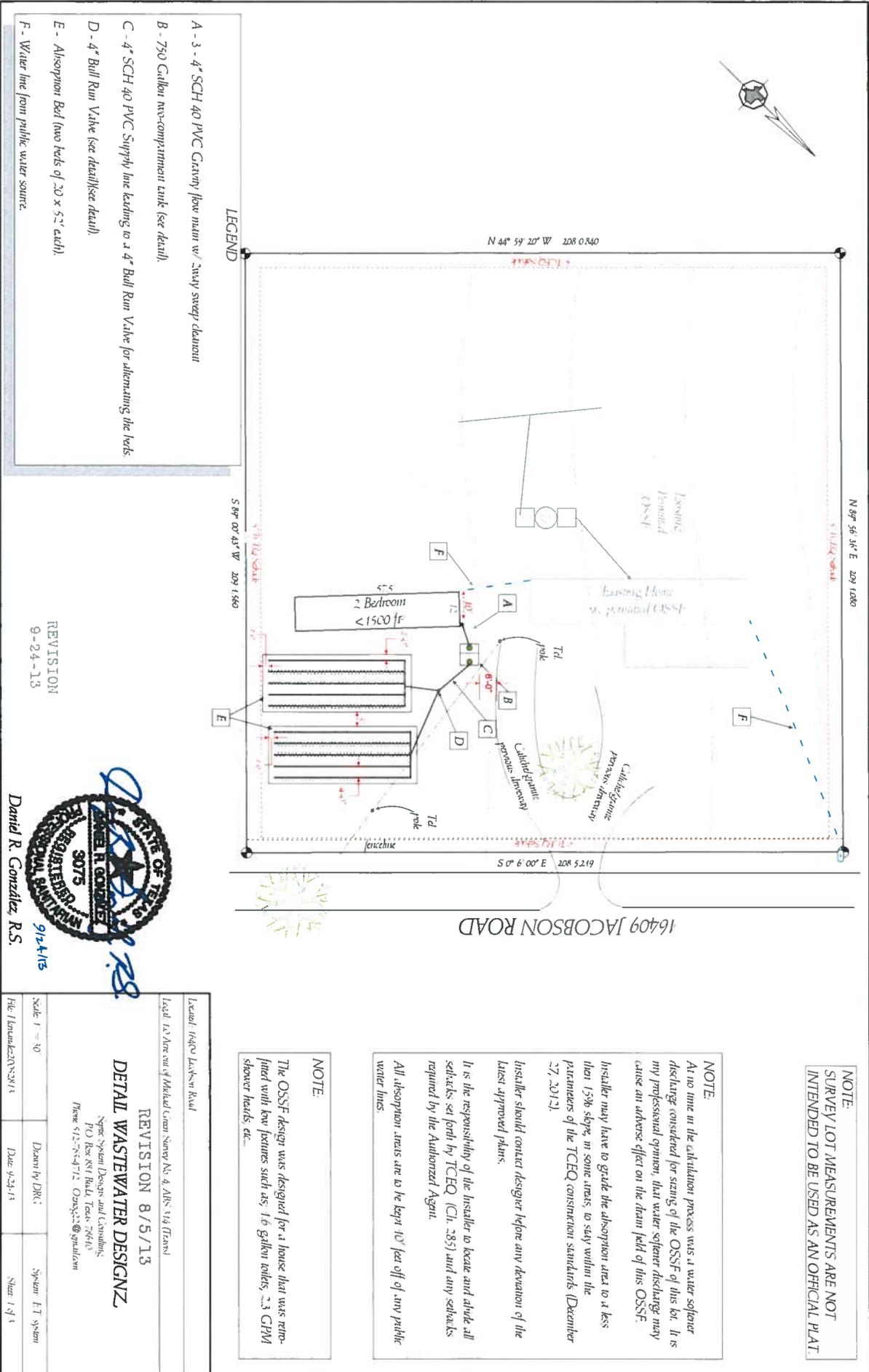
Thank you for listening and taking this letter into consideration in making your decision.

Miguel Hernandez

Hector Hernandez
Miguel H


Daniel R. González, R.S. S.E.
DETAIL WASTEWATER DESIGNZ

maria Emma Benitez



- LEGEND**
- A - 3 - 4" SCH 40 PVC Gravity flow main w/ 2-way sweep cleanout
 - B - 750 Gallon two-compartment tank (see detail).
 - C - 4" SCH 40 PVC Sump line leading to 4 4" Bull Run Valve for alternating the beds
 - D - 4" Bull Run Valve (see detail)(see detail).
 - E - Absorption Bed (two beds of 30 x 5'-2" each)
 - F - Water line from public water source.

REVISION
9-24-13



Local 1490 Jackson Road		Local 123 Ave out of Michael Cream Sump No. 4 AHS 314 (Trans)	
Scale: 1" = 30'		Drawn by/DRC: _____	
File: Iamunika20130813		Date: 9-24-13	
<p style="text-align: center;">REVISION 8/5/13</p> <p style="text-align: center;">DETAIL WASTEWATER DESIGNZ</p> <p style="text-align: center;">Sept. System Design and Consulting P.O. Box 801 Buda, Texas 78610 Phone 512-253-4772. Chris22@quadrant.com</p>		System: FT system	
		Sheet: 1 of 1	

NOTE

The OSSF design was designed for a house that was retrofitted with few fixtures such as; 1-6 gallon toilet, 2-3 GPM shower heads, etc.

NOTE

All absorption areas are to be kept 10' feet off of any patible water lines.

NOTE

At no time in the calculation process was a water softener discharge considered for sizing of the OSSF of this lot. It is my professional opinion, that water softener discharge may cause an adverse effect on the drain field of this OSSF.

Installer may have to grade the absorption area to a less than 1.5% slope, in some areas, to stay within the parameters of the TCEQ construction standards (December 27, 2012).

Installer should contact designer before any deviation of the latest approved plans.

It is the responsibility of the installer to locate and abide all setbacks set forth by TCEQ (Ch. 285) and any setbacks required by the Authorized Agency.

NOTE:

SURVEY LOT MEASUREMENTS ARE NOT INTENDED TO BE USED AS AN OFFICIAL PLAT.

► Select Basemap





Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Danny Hobby/854-4416

Elected/Appointed Official/Dept. Head: Danny Hobby

Commissioners Court Sponsors: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE FOLLOWING FIRE RECORD MANAGEMENT SYSTEM PROJECT INTERLOCAL AGREEMENTS BETWEEN TRAVIS COUNTY AND EMERGENCY SERVICE DISTRICTS AND MUTUAL BUSINESS ASSOCIATE AGREEMENTS BETWEEN TRAVIS COUNTY AND EMERGENCY SERVICES DISTRICTS:

- A. Emergency Services District No. 1
- B. Emergency Services District No. 3
- C. Emergency Services District No. 4
- D. Emergency Services District No. 5
- E. Emergency Services District No. 10
- F. Emergency Services District No. 12
- G. Emergency Services District No. 14

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Travis County Emergency Service Districts provide fire and first responder emergency medical services in various parts of Travis County. Currently they have separate record management systems and have difficulty coordinating data and measurements together, as well difficulty in sharing information with other response agencies. This request will allow the establishment of a cooperative and mutually beneficial relationship between ESDs, Travis County, and other public safety agencies as they relate to the utilization of a FireRMS Project through a regional provider of data services. This Agreement was approved as a Form Contract by the Court on August 27, 2013.

The FireRMS project will provide software and services that will function as a record management and central repository system for the agencies involved (medical first responders, firefighters, hazmat responders, and interfaces with the Fire Marshal's Office, EMS, AFD, STAR Flight, and the Office of the Medical Director). This system would allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning. A unified data system will be the foundation on which we can evaluate and improve performance and make efficient and effective strategic decisions. See sample Agreements attached.

This request will also allow Travis County to have a Business Associate Agreement with each District that will provide assurances to both the County and the District in safeguarding any electronic health information that either the County or the District creates, receives, maintains or transmits on each other's behalf in compliance with HIPAA.

STAFF RECOMMENDATIONS:

Emergency Services recommends the approval of this request.

ISSUES AND OPPORTUNITIES:

This request will allow individual ESDs to be a part of a unified data system that includes all the stakeholders involved in day to day Fire and EMS response.

FISCAL IMPACT AND SOURCE OF FUNDING:

The necessary funding or costs for each ESD is outlined in "Attachment A" of each Agreement, along with some monies moved to the County from each District regarding their current software costs. Annual County costs have already been approved by the Court on an August 27, 2013 agenda item with an Agreement between Travis County and Southwest Texas Regional Advisory Council.

REQUIRED AUTHORIZATIONS:

Cyd Grimes, C.P.M., Purchasing Agent

Scott Wilson, Purchasing Office

Barbara Wilson, County Attorney's Office

William Derryberry, PBO

Kapp Schwebke, Auditor's Office

Toby Fariss, Emergency Services



EMERGENCY SERVICES

DANNY HOBBY, COUNTY EXECUTIVE
P.O. Box 1748, AUSTIN, TEXAS 78767
(512) 854-4416, FAX (512) 854-4786

*Emergency Management
Pete Baldwin, Emergency Mgmt.
Coordinator*

*Fire Marshal
Hershel Lee, Fire Marshal*

*Medical Examiner
Dr. David Dolnak*

*STAR Flight
Casey Ping, Program Director*

MEMORANDUM

To: Travis County Commissioners Court

From: Danny Hobby, County Executive, Emergency Services 

Date: October 21, 2013

Subject: Fire RMS Project Interlocal Agreements with Emergency Services Districts and Mutual Business Associate Agreements with Districts

This memorandum is to request approval of interlocal agreements called "STRAC FireRMS (Record Management System) Project Interlocal Agreement Between Travis County and Emergency Services District No. X" for the purpose of establishing a cooperative and mutually beneficial relationship between the parties as they relate to the utilization of the FireRMS Project for public safety agencies in Travis County. This Agreement was approved by the Court as a From Contract on August 27, 2013. This request is to approve agreements for ESDs No. 1; 3; 4; 5; 10; 12; and 14. Along with the Agreement for each ESD is a business associate agreement called "Mutual Business Associate Agreement Between Travis County the Emergency Services District No. X". The Business Associate Agreement provides assurances that the County will appropriately safeguard any electronic protected health information that the County creates, receives, maintains or transmits on District's behalf, and to provide County with assurances that District will appropriately safeguard any electronic protected health information that District creates, receives, maintains or transmits on County's behalf in compliance with HIPAA. See sample Agreements attached.

During the FY13 budget process Emergency Services requested \$250,000 to fund and implement a data entry and central repository system for public safety agencies (medical first responders, firefighters, hazmat responders, and interfaces with the Fire Marshal's Office, EMS, AFD, STAR Flight, and the Office of the Medical Director). This system would allow agencies to participate in a unified data system that captures incident and patient data, supports performance improvement and assist with strategic planning. A unified data system will be the foundation on which we can evaluate and improve performance and make efficient and effective strategic decisions. A Quality Improvement program can only be successful when such a system in place.

Emergency Services has been working with the Emergency Services Districts (ESDs) and Travis County staff to identify a cost effective data collection system. As a result, the best path for everyone was to develop an interlocal cooperation agreement with the Southwest Texas Regional

Advisory Council (STRAC), located in San Antonio, Texas. STRAC has been providing hosted medical data systems for regional EMS and Hospital agencies since 2002. The STRAC region includes urban, rural and frontier EMS and Hospitals agencies from San Antonio to Del Rio. This system has significant advantageous over other systems including;

- **Capability:** STRAC had selected Zoll's TabletPCR and FireRMS systems. Both systems are used globally and are well recognized for their robust capturing of medical/fire data.
- **Reduced cost:** Cost is spread over all the participants and includes training, system maintenance and upgrades.
- **Timeline:** The STRAC system is immediately deployable using the ESD technology.
- **Access/Security:** Web based access allows all participants to access the system. This would be a major hurdle in a Travis County hosted solution.
- **Data:** STRAC has over one million patient records in their system. As a result of EMS/Hospital integration, number and type of agencies and number of patient records STRAC is regularly requested to participate in research projects
- **Multiple Agencies:** With multiple participating agencies it allows opportunities for comparative analysis. See attached listing of participating agencies.
- **STAR Flight:** The *STAR Flight* Program has been using this system since 2004.
- **Austin-Travis County EMS:** While not a member of the STRAC system, ATCEMS utilizes the same electronic charting system.
- **Office of the Medical Director:** Has web access to ESD medical records.
- **Hospitals:** Hospital staff can access first responder medical care records.

The data system allows all ESD's, the Fire Marshal's Office and *STAR Flight* access to a system that would otherwise be beyond the reach with the available dollars.

Regarding implementation steps, the project would phase in ESD's as appropriate, along with moving their current software monies over to Travis County. Annual Travis County ESD pricing by district is attached that total \$249,200, along with one-time license costs of \$62,000. A total first year cost is \$311,200. There is funding available within Emergency Services to cover these costs.

In conclusion, moving into a data entry and central repository system sets in place a major foundation piece in in the establishment of an operational and performance driven unified fire system.

Thank you for your consideration in this matter.

Cc: Cyd Grimes, C.P.M., Purchasing Agent
Barbara Wilson, County Attorney's Office
Scott Wilson, Purchasing Office
William Derryberry, PBO
Kapp Schwebke, Auditor's Office
Toby Fariss, Emergency Services

STRAC FireRMS (RECORD MANAGEMENT SYSTEM) PROJECT
INTERLOCAL AGREEMENT
BETWEEN TRAVIS COUNTY AND
EMERGENCY SERVICES DISTRICT NO. 3

This STRAC FireRMS (Record Management System) Project Interlocal Cooperation Agreement ("Agreement") is executed by the following parties:

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

Travis County Emergency Services District No. 3, a political subdivision of Texas created under TEX. HEALTH & SAFETY CODE ANN., CH. 775 ("District").

RECITALS

The FireRMS Project is an enterprise record management system designed specifically for the unique needs of fire departments and other public safety organizations. FireRMS Software Service streamlines day to day scheduling, inventory, equipment management, and reporting. IT also integrates completely with RescueNet ePCR to eliminate redundant data entry increasing the overall efficiency and capability of the public safety system. FireRMS Software Service also satisfies all requirements with regard to National Fire Incident Reporting System. The FireRMS Software Service supports day to day operations of agencies in TSA-P and TSA-O, while also increasing efficiencies with regard to manpower, physical resources, and planning.

STRAC is the Regional EMS/Trauma Advisory Council designated by the Texas Department of State Health Services ("DSHS") in the Trauma Service Area – P, TSA-P to design, implement, and maintain the Regional EMS/Trauma, Disaster, and Emergency Healthcare System for Trauma Service Area – P, TSA-P. STRAC provides overall coordination and management to the FireRMS Project and as such has an interest to provide cost effective software solutions to member agencies. STRAC also has the licensing authority from ZOLL for the Capitol Area Trauma Region (Trauma Service Area – O, TSA-O).

County is a party to the STRAC FireRMS Project Interlocal Cooperation Agreement ("FireRMS Agreement") which authorizes County to use the Project Components of the ZOLL RescueNet FireRMS Suite and specifically listed additional Optional Components for County operations and to further sublicense their use to the Emergency Services Districts in Travis County that are licensed through the DSHS or the Texas Commission on Fire Protection under the terms and conditions applicable to County.

The purpose of this Agreement is to provide the District use of the Project Components of the ZOLL RescueNet FireRMS Suite and the option to acquire access to use of the Optional Components of the ZOLL RescueNet FireRMS Suite.

County has complied with the requirements of the FireRMS Agreement.

Both County and District are authorized pursuant to TEX. GOV'T CODE ANN., ch. 791, to enter into an Interlocal Cooperation Agreement for the purpose described in this Agreement.

AGREEMENT

NOW, THEREFORE, County and District mutually agree to the following terms and conditions:

I. TERM.

1.1. Contingent Term. This Agreement is contingent upon both the continuation of the FireRMS Agreement and County's continued right to use the Project Components of the ZOLL RescueNet FireRMS Suite and the additional Optional Components under that agreement. If County is no longer eligible to use the Project Components of the ZOLL RescueNet FireRMS Suite and the additional Optional Components for any reason, this Agreement is automatically terminated.

1.2. Initial Term. This Agreement commences on the date on which it is signed by the last party to sign it. This Agreement continues in force until the earlier of August 31, 2014 or the occurrence of one of the contingencies that automatically terminate this Agreement.

1.3. Automatic Renewal Terms. This Agreement automatically renews on September 1, 2014, for a term of one (1) year unless either this Agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. If neither of the contingencies in 1.1 has occurred, this Agreement automatically renews each year for terms of one (1) year for four consecutive (4) years unless either this Agreement is terminated sooner pursuant to 10.0 or one of the contingencies in 1.1 occurs. This Agreement terminates no later than August 31, 2019.

II. DISTRICT RESPONSIBILITIES

2.1. Access Authorization. District is authorized to access and use the Project Components of the ZOLL RescueNet FireRMS Suite at the number of stations that is stated in the invoice in the Attachment A applicable to the then current term of this Agreement.

2.2. Purchase of Optional Components. District has the option to purchase and use the Optional Components of the ZOLL RescueNet FireRMS Suite. The acquisition of these additional Optional Components must be coordinated with the County Executive so that the FireRMS Agreement pricing is available to District. If an Optional Component of the ZOLL RescueNet FireRMS Suite is shown on the invoice, District is authorized to access and use that Optional Component of the ZOLL RescueNet FireRMS at the number of stations or for the number of users stated as applicable to that Optional Component in the invoice in the Attachment A applicable to the then current term of this Agreement.

2.3. Annual Payment. On or before October 30 of each year, District shall pay County the amount due for the current County Fiscal Year based on the amount invoiced in the Attachment A for that Agreement term.

2.4. Mid-Year Addition of Optional Components. District may request an amendment to Attachment A during a County Fiscal Year to reduce or add additional types and quantities of Optional Components of the ZOLL RescueNet FireRMS Suite if these are available through STRAC. District shall pay County the amount due for the remainder of that County Fiscal Year for the addition or reduction of Components authorized by the mid-year amendment of Attachment A based on the rates in Attachment A applicable to the then current term of this Agreement.

2.5. Training. District shall ensure that the persons it authorizes to use its Components of the ZOLL RescueNet FireRMS Suite are trained in the proper use of the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite sublicensed to the District.

2.6. Compliance with License Agreement. District shall use the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite in a manner consistent with the terms and conditions of the STRAC-ZOLL License.

2.7. Compliance with Agreement. When using its Components of the ZOLL RescueNet FireRMS Suite, District shall abide by the terms and conditions of this Agreement and abide by all policies, procedures, and guidelines established by STRAC and County, within 10 days after copies of these are provided to District.

2.8. Limit on Use. District is subject to any limitations or restraints on its usage of its Components of the ZOLL RescueNet FireRMS Suite that apply to County.

2.9. Recording Data District shall use its Components of the ZOLL RescueNet FireRMS Suite to record data related to fires and emergency medical incidents to which it responds both within District and assisting others.

2.10. Programming. District shall ensure that programming for any Optional Components of the ZOLL RescueNet FireRMS Suite is consistent with the policies and procedures established by STRAC and County.

2.11. Liability for License Violations. If there is any actual or alleged violation of the STRAC-ZOLL License or this Agreement as a result of any access or use of any Component by District or any person associated with District, District shall reimburse STRAC and County for all costs to either of them arising from the actual or alleged violation, including costs and attorneys fees for defense against the allegation.._District is not liable to reimburse STRAC or County for any costs arising from any actual or alleged violation as a result of the acts or omissions of STRAC or the County.

2.12. Point of Contact. District shall work with the County Executive in a good faith effort to help resolve any problems. District shall use County Executive as its primary point of contact for the following:

2.12.1 requests for improvements to the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite

2.12.2. requests for additional Project Components of the ZOLL RescueNet FireRMS Suite and Optional Components of the ZOLL RescueNet FireRMS Suite

2.12.3. addressing problems and seeking answers to operations questions,

2.13. System Development. District is encouraged to use and improve the interoperations capabilities of the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite and to provide input to the County Executive on the day-to-day operations of the ZOLL RescueNet FireRMS Suite and on the development of Travis County policies and procedures for the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite.

2.14. Current Revenue Payments. District shall pay for all costs incurred by it pursuant to this Agreement from current revenue funds.

2.15. IRS Form W-9. Before any funds are payable by County to District, District shall provide County 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.

2.16. Access to Reports and Records District shall provide County with full access to all records and reports within the Project Components of the ZOLL RescueNet FireRMS Suite that are in its possession or control, subject to applicable law.

2.17. Compliance with Laws District shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

III. COUNTY RESPONSIBILITIES

3.1. Notice of Limitations. County shall provide District with a statement by telephone, radio or facsimile communication of any limitations or restraints on the County's, and therefore District's, usage of Components of the ZOLL RescueNet FireRMS Suite as soon as reasonably practicable after the County receives notice that such limitations or restraints are imposed on County. County shall provide this statement no later than within one Business Day after these limitations or restraints are imposed. In addition, County shall notify District in compliance with Article XVI of any limitations or restraints on the County's, and therefore District's, usage of Components of the ZOLL RescueNet FireRMS Suite as soon as practicable after that.

3.2. Copies of Procedures. County shall provide District with copies of all policies, procedures, and guidelines established by STRAC or County or both.

3.3. Notice of Violation. County shall notify District if it becomes aware of any actual or alleged violation of the STRAC-ZOLL License as a result of any access or use of any Component by District or by any person associated with District .

3.4. Amendment Requests. County shall not unreasonably withhold approval of a request to amend Attachment A of this Agreement to add any Project Component of the ZOLL RescueNet FireRMS Suite or Optional Component of the ZOLL RescueNet FireRMS Suite if County has authority within its sublicense from STRAC to grant the request and that Component is available through STRAC.

3.5. Improvement and Operations Requests. County shall assist District in relation to any reasonable requests for improvements to the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite. County shall help District to resolve problems with the Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite.

3.6. Rates. County shall set the rates to be stated in Attachment A based upon two factors:

3.6.1. The amount that District reported to County that it has paid for information technology to perform this purpose and function during its Fiscal Year ending in 2013, which will remain constant for the duration of this Agreement, and

- 3.6.2. The amount due for Optional Components of the ZOLL RescueNet FireRMS Suite that District has purchased through this Agreement, including one time license fees, installation or purchase costs, and annual maintenance or subscription rates at the rate at which these are invoiced to County by STRAC. County shall provide District with a copy of these proposed rates in a new Attachment A for the next County fiscal year by June 1 of each year.
- 3.7. Annual Invoice. County shall invoice District for the amount due for each County Fiscal Year based on the rates described in 3.6.1 for the Project Components of the ZOLL RescueNet FireRMS Suite and in 3.6.2 for the number and type of Optional Components of the ZOLL RescueNet FireRMS Suite purchased by District and stated in the Attachment A applicable to that agreement term. The invoice shall include a copy of the Attachment A, applicable to the County Fiscal Year covered by the invoice, a description of the rate, the type and number of Components, the amount to be paid for each Optional Component, and the total amount to be paid.
- 3.8. Payments Under FireRMS Agreement. For any portion of a County Fiscal Year for which County has invoiced District for services under this Agreement and District has paid the invoice in full, County shall pay all amounts due by it under the FireRMS Agreement.
- 3.9. Current Revenue Payments. County shall pay for all costs incurred pursuant to this Agreement from current revenue funds.
- 3.10. IRS Form W-9. Before any funds are payable by District to County, County shall provide District 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.
- 3.11. Access to Reports and Records. County shall provide District with full access to all records and reports about the District's Project Components and Optional Components of the ZOLL RescueNet FireRMS Suite that are in its possession or are available to County under the FireRMS Agreement unless the law or the FireRMS Agreement specifically prohibits disclosure.
- 3.12. Compliance with Laws. County shall comply with all applicable laws, rules and regulations in the performance of this Agreement.

IV. GRANT OF SUBLICENSE

- 4.1. County grants District a sublicense and all other necessary legal authority to use the Project Components of the ZOLL RescueNet FireRMS Suite for the number of stations stated in the Attachment A applicable to that agreement term. This sublicense includes access to technical support and assistance, education and training, and quarterly newsletters from ZOLL.
- 4.2. County grants District a sublicense and all other necessary legal authority to use type and number of Optional Components of the ZOLL RescueNet FireRMS Suite that are listed in the Attachment A applicable to that agreement term.. County grants District a sublicense and all other necessary legal authority to use the other Components listed and invoiced in Attachment A. This sublicense includes access to technical support and assistance, education and training, and quarterly newsletters from ZOLL.

V. LIABILITY

5.1. County is not liable for and District assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the District under this Agreement.

5.2. District is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this Agreement.

5.3. By entering into this Agreement, neither party waives, nor shall be deemed to waive, any right, defense, or immunity that party may have.

VI. RETENTION, ACCESSIBILITY AND AUDIT OF RECORDS.

6.1. District Retention. District shall maintain all records and documentation for all Components of the ZOLL RescueNet FireRMS Suite to be accessed or used by District in a readily available state and location for at least three (3) years after the Agreement term in which District stopped using that Component of the ZOLL RescueNet FireRMS Suite.

6.2. County Access. Subject to applicable law, District shall give County, or its duly authorized representatives, access to and the right to examine all records, papers, and other information related to Components of the ZOLL RescueNet FireRMS Suite accessed or used by District, at reasonable times and for reasonable periods. These rights to access continue as long as this information is retained by District .

6.3. District Access. Subject to applicable law, County shall give District, or its duly authorized representatives, access to and the right to examine all records, papers, and other information related to the Components of the ZOLL RescueNet FireRMS Suite accessed or used by the District, at reasonable times and for reasonable periods. These rights to access continue as long as this information is retained by the County.

VII. LIMIT ON AGENTS

7.1. No agent, official, employee, or representative of County has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of District has the authority to amend or assign this Agreement or waive violations of it unless expressly granted this specific authority by the District Board.

VIII. COUNTY RIGHT TO CONTRACT WITH OTHER ENTITIES

8.1. County may contract with other entities to provide access to and use of Components of the ZOLL RescueNet FireRMS Suite throughout Travis County if these contracts do not reduce the level of access provided to District under this Agreement if it is in effect when County enters

into the contract with the other entity. All proceeds to County that may arise from other agreements inure to the benefit of County.

8.2. If County contracts with other entities to provide access to and use of Components of the ZOLL RescueNet FireRMS Suite, County shall protect District's rights under this Agreement to access to or use of its Components of the ZOLL RescueNet FireRMS Suite by County's enforcing compliance by the other entities with any requirements of the Agreement, the breach of which would constitute a breach by County under the FireRMS Agreement.

IX. BREACH

9.1. The failure of either party to comply with the terms and conditions of this Agreement is a breach of this Agreement.

X. MEDIATION

10.1. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

XI. SUSPENSION AND TERMINATION

11.1 Suspension. District is subject to immediate suspension of this Agreement for any of the following:

11.1.1 Violations of this Agreement or the STRAC-ZOLL License, or

11.1.2 Individual or repeated violations of the policies and procedures of STRAC or County or both.

11.2 E-Mail Notice of Suspension Within two hours of suspension, County shall send the District notice of the suspension by electronic mail at the address provided in Article XVI.

11.3 County For Cause Termination. County has the right to terminate this Agreement, in whole or in part, for one or more of the following reasons at any time in compliance with 11.4:

11.3.1 District fails to cease violations of this Agreement or the STRAC-ZOLL License,

11.3.2 District has violated the policies and procedures of STRAC or County or both one or more times,

11.3.3 District has failed to comply with any term or condition of this Agreement,

11.3.4 District is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or

11.3.5 County has failed to appropriate sufficient funds to continue to provide its participation in the ZOLL RescueNet FireRMS Suite.

11.4 Procedure. Within one Business Day after suspension, County must provide the District with a statement of the grounds for suspension in writing. District may resume access to and use of its Components of the ZOLL RescueNet FireRMS Suite if District cures the breach and establishes procedures to prevent a recurrence to the satisfaction of County within thirty (30) days after receipt of this statement. At least thirty (30) days before the effective date of termination, County must notify District in compliance with Article XVI of the decision to terminate this Agreement, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the Agreement to be terminated. District may avoid termination of this Agreement pursuant to 11.3.1, 11.3.2, and 11.3.3 if District cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. This time to cure may be extended, at the sole discretion of County, as long as the District diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of termination or any extension of the date allowed by County in writing, the District is in default and the participation of the District is automatically terminated on that date.

11.5 District For Cause Termination. District may terminate this Agreement, in whole or in part, at any time for any of the following reasons in compliance with 11.6:

11.5.1 County has failed to comply with any term or condition of this Agreement,

11.5.2 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this Agreement, or

11.5.3 District has failed to appropriate sufficient funds to pay the amounts due under this Agreement for any fiscal year.

11.6 Procedure. At least thirty (30) days before the date of termination, District must notify County in compliance with Article XVI of the decision to terminate this Agreement, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the Agreement to be terminated. County may avoid termination of this Agreement pursuant to 11.5.1 or 11.5.2 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the District prior to the effective date of termination.

11.7 Unilateral Without Cause Termination. Either party has the right to terminate this Agreement, in whole or in part, on the annual renewal date if that party provides written notice of the intention to terminate to the other party at least 180 days before the renewal date.

11.8 Mutual Termination. Either party has the right to terminate this Agreement, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this Agreement would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the Agreement to be terminated.

11.9 Right Surviving Termination. If either party terminates this Agreement, District shall pay the amounts outstanding to County in compliance with this Agreement within thirty (30) days after the effective date of termination and County shall reimburse District for any prepaid amounts that are reimbursed to County by STRAC due to any mid-year termination within thirty (30) days of receipt from STRAC.

11.10 Survival of Provisions. If this Agreement is terminated, the terms about payments survive the termination until each amount due is paid.

XII. NON-WAIVER AND RESERVATION OF REMEDIES

12.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this Agreement shall not be interpreted as a modification of this Agreement or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this Agreement shall not be interpreted as a waiver of that right or privilege. In this Agreement, County and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

12.2. Reservation of Rights and Remedies. All rights of both parties under this Agreement are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this Agreement. Any right or remedy stated in this Agreement must not preclude the exercise of any other right or remedy under this Agreement, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

XIII. ENTIRE AGREEMENT

13.1. Attachment. Attachment A- Licensed Components and Rate Schedule is made a part of this Agreement and constitute promised performances by District under this Agreement.

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

XIV. ASSIGNABILITY

14.1. Neither party may assign any of the rights or duties created by this Agreement without the prior written approval of the other party. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

XV. AMENDMENTS

15.1. Amendment of Agreement. Any change to the provisions of this Agreement except for changes to Attachment A must be made in writing and signed by both parties: County and District. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to change the provisions of this Agreement unless expressly granted that authority by Commissioners Court.

15.2. Amendment of Attachment A. County may amend the rates stated in Attachment A by sending a notice of rate change in compliance with Article XVI to District at least sixty (60) days before the beginning of the next County Fiscal Year. If District does not send a notice in compliance with Article XVI stating that the change is unacceptable before its effective date,

District shall accept the rates stated in the notice of rate change and shall pay those rates for the next County Fiscal Year. If District sends a notice that the change is unacceptable, District shall not use any Components of the ZOLL RescueNet FireRMS Suite after the beginning of the next County Fiscal Year unless County and District have agreed in writing to the rates applicable to it for the next County Fiscal Year. County may amend the type and quantity of Components stated in Attachment A if District has requested a change in writing and that change is acceptable to County.

15.3. District Request. District must submit all requests for changes to this Agreement to County Executive. The County Executive must present the District's requests to Commissioners Court for consideration.

15.4. County Request. County must submit all requests for changes to this Agreement to the Board President. The Board President must present County's requests to the District Board for consideration.

XVI. NOTICES

16.1. Written Notice. All notices sent pursuant to this Agreement shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

16.2. County Address. Notice sent pursuant to this Agreement may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

16.3. If mailed, notice shall be mailed to the following address:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

16.4. District Addresses. Paper Notices sent pursuant to this Agreement shall be delivered or mailed to District at the addresses shown in Attachment "A" to the Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units unless notice of change has been provided.

16.5. E-Mail Address. The electronic address for notice of suspension is the following electronic mail address: FireChief@OakHillFire.org.

16.6. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

16.6 Change of Address. District may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XVI.

XVII. INTERPRETATION OF CONTRACT

17.1. Third Party Rights Not Created. This Agreement is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor District is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

17.2. Law. This Agreement is governed by the laws of Texas and is performable in Travis County, Texas.

17.3. Severability. If any portion of this Agreement is ruled invalid by a court of competent jurisdiction, the remainder of the Agreement must be construed as if that portion were not included in the Agreement and the remainder must remain valid and binding.

17.4. Definitions. In this Agreement,

17.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

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

17.4.3. Components. "Components" means the services, devices and subscriptions sublicensed to and accessed and used by District that are part of the ZOLL RescueNet FireRMS Suite.

17.4.4. County Executive. "County Executive" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this Agreement or his designee.

17.4.5. County Fiscal Year. "County Fiscal Year" means the Travis County fiscal year which commences October 1 and ends September 30 of the following calendar year.

17.4.6. Day. "Day" means calendar day.

17.4.7. District Board. "District Board" means the Board of Emergency Services Commissioners of this District.

17.4.8. FireRMS Agreement. "FireRMS Agreement" means the STRAC FireRMS Project Interlocal Cooperation Agreement between STRAC and County that is effective September 1, 2013.

17.4.9. Project Components of the ZOLL RescueNet FireRMS Suite. "Project Components of the ZOLL RescueNet FireRMS Suite" means the software and the intellectual property of the following two Components:

17.4.9.1 FireRMS Software Service for use at a single station which is a Project Component and includes:

Hosted FireRMS
FireRMS Mobile
Hosted FireRMS Maintenance and Work Orders
Hosted FireRMS Supplies and Inventory
FireRMS Deployment
FireRMS Training
Computer Aided Dispatch (CAD) integration (TriTech only)
FireHouse to FireRMS data migration (if needed)

17.4.9.2 RescueNet ePCR Software Service for use at a single station which is a Project Component and includes:

Hosted RescueNet ePCR
RescueNet ePCR deployment
RescueNet ePCR training
FireRMS to ePCR integration

17.4.10. Optional Components of the ZOLL RescueNet FireRMS Suite. “Optional Components of the ZOLL RescueNet FireRMS Suite” means the software and the intellectual property of the following three Components:

17.4.10.1 Apex drawing tool which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per station for purchase and maintenance.

17.4.10.2 Apex mobile device which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per device for purchase and maintenance.

17.4.10.3 VineLight Fire Intelligence which is a Web based reporting and business intelligence subscription which is available directly from STRAC as part of the deployment with payment to STRAC of additional fees per user and concurrent user.

17.4.11. Relationship Interlocal. “Relationship Interlocal” means the “Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units” approved by Travis County on October 28, 2008.

17.4.12. Station. “Station” means any location at which District installs and uses Project Components.

17.4.13. STRAC “STRAC” means the Southwest Texas Regional Advisory Council which is a Texas non-profit corporation created by Texas law and regulations.

17.4.14. STRAC-ZOLL License. “STRAC-ZOLL License” means the license agreement between STRAC and ZOLL Medical Corporation for data management software for emergency services related to fire and medical assistance that includes the Project Components and the Optional Components.

17.4.15. ZOLL "ZOLL" means ZOLL Medical Corporation.

17.5. Computation of Time. When any period of time is stated in this Agreement, the time must 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 must be omitted from the computation.

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

17.7. 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.

XVIII. LEGAL AUTHORITY

18.1. District Signors. The person or persons signing this Agreement on behalf of District , or representing themselves as signing this Agreement on behalf of District , do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this Agreement on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this Agreement.

18.2. County Signors. The person or persons signing this Agreement on behalf of County, or representing themselves as signing this Agreement on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this Agreement on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this Agreement.

XIX. DUPLICATE ORIGINALS

19.1. This document is executed in duplicate originals.

TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3

By: _____
Name: J. Edd New
Board President

Date: 9/23/13

APPROVED AS TO FORM:

Attorney for Travis County Emergency Services District No. 3

**District
Interlocal Cooperation Agreement**

Attachment A – Components and Rate Schedule

The Project Components of the ZOLL RescueNet FireRMS Suite authorized under this Agreement includes the following:

Stations with FireRMS Software Service Quantity 2

Stations with RescueNet ePCR Software Service: Quantity 2

The Optional Components of the ZOLL RescueNet FireRMS Suite purchased and authorized under this Agreement includes the following:

Stations with Apex drawing tool Quantity 0

Apex mobile devices Quantity 0

Stations with VineLight Fire Intelligence Quantity 2

Concurrent Users with VineLight Fire Intelligence Quantity 1

The per location per year rate for each type of fee and each type of Component is as follows:

Cost Category	Number of Stations/ Users	Cost-Initial Installation	Annual Cost Per Station/ User	Total Annual Cost
Project Components				
FireRMS Software Service	2	Not applicable	N/A	\$845
RescueNet ePCR Software Service	2	Not applicable		
Optional Components				
Apex drawing tool				
1 st Fire station	0	\$895		
Each additional station	0	\$170		
Maintenance/station	0		\$170	
Apex mobile device				
Each mobile device	0	\$525		
Maintenance/device	0		\$135	
VineLight Fire Intelligence (Web based reporting and business intelligence subscription)				
Each station	2		\$100	\$200
Each concurrent user	1		\$500	\$500
		Total Billed This Contract Period: September 1, 2013 through August 31, 2014		\$1,545

MUTUAL BUSINESS ASSOCIATE AGREEMENT
BETWEEN TRAVIS COUNTY AND
EMERGENCY SERVICES DISTRICT NO. 3

This Business Associate Agreement ("BAA") is executed by the following parties:

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

Travis County Emergency Services District No. 3, a political subdivision of Texas created under TEX. HEALTH & SAFETY CODE ANN., CH. 775 ("District").

RECITALS

County and District are entering into the STRAC FireRMS (Record Management System) Project Interlocal Cooperation Agreement ("FireRMS Agreement") so that District may manage its records, including those involving ePHI with more overall efficiency.

They are entering into this BAA to provide District with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that County will appropriately safeguard any electronic protected health information that County creates, receives, maintains or transmits on District's behalf and to provide County with satisfactory assurances, in accordance with 45 C.F.R. § 164.314(a), that District will appropriately safeguard any electronic protected health information that District creates, receives, maintains or transmits on County's behalf. 45 CFR 164.308 (b).

AGREEMENT

NOW, THEREFORE, County and District mutually agree to the following terms and conditions:

I. TERM.

1.1. This BAA commences on the date on which it is signed by the last party to sign it. This BAA continues in force until it is terminated by one of the parties.

II. COUNTY RESPONSIBILITIES AND AUTHORITY

2.1. Directly Regulated County acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

2.2. County Compliance with Part 164. County shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). County shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

2.3. Subcontractor Compliance with Part 164. County shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of County agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If County knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's obligation under that contract, County shall take reasonable steps to cure the

breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

2.4. Notice of Breach to District County shall report to District any security incident of which it becomes aware, including breaches of District's unsecured protected health information as required by 45 CFR § 164.410. County shall report to District any successful security incident in detail as promptly as possible and no later than 2 business days after County becomes aware of it. County may report to District unsuccessful security incidents in the aggregate at least once each quarter. County determines if there has been a data breach for data that initiated with County and whether data that initiated with County has been compromised. 45 CFR 164.314 (a)(2)(C).

2.5. Policies and Training County shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. County shall provide its employees working in areas treated as a covered entity with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. County shall ensure that these employees comply with these procedures and policies.

2.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, County shall notify District of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by County to have been accessed, acquired, used, or disclosed during the breach and any other available information that District is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by County as of the first day on which that breach is known to County or, by exercising reasonable diligence, would have been known to County. County shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of County. 45 CFR 164.410.

2.7. Permitted Uses and Disclosures County may use protected health information provided to County by District data for the following activities:

2.7.1. Treatment of patients,

2.7.2. Payment,

2.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of County,

2.7.4. proper management and administration of County,

2.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and

2.7.6. Making the information required to provide an accounting of disclosures available in accordance with Part 164.

2.8. Required Uses and Disclosures County shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by County available to the Secretary of the Department of Health and Human Services for purposes of determining District's or County's compliance with Part 164. County shall also disclose protected health information to District when requested by an individual or the individual's designee, as necessary to satisfy District's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

2.9. Prohibited Uses and Disclosures County shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by County where County directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

2.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, County shall report to District any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

2.11. Return or Destruction of Data At termination of the BAA, if feasible, County shall return or destroy all protected health information received from, or created or received by County on behalf of District that County still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, County shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

2.12. Compliance with Laws County shall comply with all applicable laws, rules and regulations in the performance of this BAA.

III. DISTRICT RESPONSIBILITIES AND AUTHORITY

3.1. Directly Regulated District acknowledges that it is directly regulated by HIPAA and HITECH and Part 164.

3.2. District Compliance with Part 164. District shall comply with the applicable requirements of Part 164. 45 CFR 164.314 (a)(2)(A). District shall use appropriate safeguards and comply, where applicable, with Part 164 to prevent use or disclosure of electronic protected health information other than as provided for in this BAA. 45 CFR 164.504 (e)(2)(ii)(B).

3.3. Subcontractor Compliance with Part 164. District shall ensure that any subcontractors that create, receive, maintain, or transmit electronic protected health information on behalf of District agree to comply with the applicable requirements of Part 164 by entering into a contract with the subcontractor that complies with 45 CFR 164.314 (a)(2)(B). If District knows of a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of

the subcontractor's obligation under that contract, District shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps were unsuccessful, terminated the contract, if feasible. 45 CFR 164.502(e)(1)(iii).

3.4. Notice of Breach to County District shall report to County any security incident of which it becomes aware, including breaches of County's unsecured protected health information as required by 45 CFR § 164.410. District shall report to County any successful security incident in detail as promptly as possible and no later than 2 business days after District becomes aware of it. District may report to County unsuccessful security incidents in the aggregate at least once each quarter. District determines if there has been a data breach for data that initiated with District and whether data that initiated with District has been compromised. 45 CFR 164.314 (a)(2)(C).

3.5. Policies and Training District shall implement, maintain and enforce procedures and policies consistent with the applicable requirements of HIPAA, HITECH and Part 164. District shall provide its directors, employees, and volunteers with appropriate regular training in these policies and procedures and compliance with the applicable requirements of HIPAA, HITECH and Part 164. District shall ensure that its directors, employees, volunteers and subcontractors comply with these procedures and policies.

3.6. Notice of Breach. Following the discovery of a breach of unsecured protected health information, District shall notify County of the breach without unreasonable delay and no later than 60 calendar days after discovery of a breach. This notice shall include, to the extent possible, the identity of each individual whose unsecured protected health information has been, or is reasonably believed by District to have been accessed, acquired, used, or disclosed during the breach and any other available information that County is required to include in its notice to the individual under 45 CFR § 164.404(c). For purposes of this paragraph, a breach shall be treated as discovered by District as of the first day on which that breach is known to District or, by exercising reasonable diligence, would have been known to District. District shall be deemed to have knowledge of a breach if the breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee, officer, or other agent of District. 45 CFR 164.410.

3.7. Permitted Uses and Disclosures District may use protected health information provided to District by County data for the following activities:

- 3.7.1. Treatment of patients,
- 3.7.2. Payment,
- 3.7.3. Healthcare operations including quality assessment and improvement activities, competence or qualifications of health care professionals, conducting or arranging for medical review business planning and development, business management and general administrative activities of District,
- 3.7.4. proper management and administration of District,
- 3.7.5. Making protected health information available for amendment and incorporating any amendments to protected health information in accordance with Part 164, and
- 3.7.6. Making the information required to provide an accounting of disclosures available in accordance with § 164.528.

3.8. Required Uses and Disclosures District shall disclose protected health information and make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by District available to the Secretary of the Department of Health and Human Services for purposes of determining District's or County's compliance with Part 164. District also shall disclose protected health information to County when requested by an individual or the individual's designee, as necessary to satisfy County's obligations to provide the individual with access to inspect and obtain a copy of his or her protected health information in a designated record set, subject to the exclusions in § 164.524(a)(1), in the electronic format requested if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the covered entity and the individual in compliance with Part 164.

3.9. Prohibited Uses and Disclosures District shall not use or further disclose genetic information for underwriting purposes or sell protected health information or use or disclose protected health information other than as permitted or required by the BAA or as required by law. For purposes of this paragraph, sale of protected health information means a disclosure of protected health information by District where District directly or indirectly receives remuneration from or on behalf of the recipient of the protected health information in exchange for the protected health information but does not include disclosure of protected health information as specifically limited in 45 CFR § 164.502(5).

3.10. Accounting of Disclosures Except as otherwise permitted or required by this BAA, District shall report to County any use or disclosure of the information of which it becomes aware, including breaches of unsecured protected health information. 45 CFR § 164.410 and 45 CFR 164.504 (e)(2)(ii)(C).

3.11. Return or Destruction of Data At termination of the BAA, if feasible, District shall return or destroy all protected health information received from, or created or received by District on behalf of County that District still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, District shall extend the protections of the BAA to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3.12 Compliance with Laws District shall comply with all applicable laws, rules and regulations in the performance of this BAA.

IV. LIABILITY

4.1. County is not liable for and District assumes full risk of any claims, damages or attorney's fees of every kind for injury to or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts and omissions, of the District under this BAA.

4.2. District is not liable for and County assumes full risk of any claims, damages or attorney's fees of every kind for injury or death of any person and for damages to or loss of property arising in whole or in part, directly or indirectly, as a result of the operations, including acts or omissions, of the County under this BAA.

4.3. By entering into this BAA, neither party waives, nor shall be deemed to waive, any right, defense, or immunity that party may have.

V. LIMIT ON AGENTS

5.1. No agent, official, employee, or representative of County has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the Commissioners Court. No agent, official, employee or representative of District has the authority to amend or assign this BAA or waive violations of it unless expressly granted this specific authority by the District Board.

VI. BREACH

6.1. The failure of either party to comply with the terms and conditions of this BAA is a breach of this BAA.

VII. MEDIATION

7.1. When mediation is acceptable to both parties in resolving a dispute arising under this BAA, the parties agree to use the Dispute Resolution Center of Austin, Texas as the provider of mediators for mediation as described in the TEX. CIV. PRAC. AND REM. CODE ANN., §154.023. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation must remain confidential as described in TEX. CIV. PRAC. AND REM. CODE ANN., §154.073, unless both parties agree, in writing, to waive the confidentiality.

VIII. TERMINATION

7.1 County For Cause Termination. County has the right to terminate this BAA and the BAA, in whole or in part, for one or more of the following reasons at any time in compliance with 7.2:

7.1.1 District fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

7.1.2 District has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

7.1.3 District has failed to comply with any term or condition of this BAA, or

7.1.4 District is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

7.2 Procedure. At least thirty (30) days before the effective date of termination, County must notify District in compliance with Article XIII of the decision to terminate this BAA, the existence and nature of the breach, the effective date of termination and, in the case of a partial termination, the portion of the BAA to be terminated. District may avoid termination of this BAA pursuant to 7.1.1, 7.1.2, and 7.1.3 if District cures the breach to the satisfaction of County within thirty (30) days of receipt of notice of breach. The time to cure may be extended, at the sole discretion of County, as long as the District diligently continues to work toward completion of the cure. If the breach is not cured to the satisfaction of County prior to the effective date of

termination or any extension of the date allowed by County in writing, the District is in default and the participation of the District is automatically terminated on that date.

7.3 District For Cause Termination. District may terminate this BAA, in whole or in part, at any time for any of the following reasons in compliance with 7.4:

7.3.1 County fails to cease violations of this BAA or HIPAA or HITECH or Part 164,

7.3.2 County has violated its policies and procedures arising from compliance with HIPAA or HITECH or Part 164 or both one or more times,

7.3.3 County has failed to comply with any term or condition of this BAA, or

7.3.4 County is unable to conform to changes required by federal, state or local laws or regulations related to performance under this BAA.

7.4 Procedure. At least thirty (30) days before the date of termination, District must notify County in compliance with Article XIII of the decision to terminate this BAA, the reasons for termination, the effective date of termination and in the case of a partial termination, the portion of the BAA to be terminated. County may avoid termination of this BAA pursuant to 7.3.1 or 7.3.2 or 7.3.3 if County corrects the causes of the reasons for termination stated in the notice to the satisfaction of the District prior to the effective date of termination.

7.5 Mutual Termination. Either party has the right to terminate this BAA, in whole or in part, when both parties agree, in writing, that the continuation of the activities under this BAA would not produce beneficial results commensurate with the further expenditure of funds and what conditions of termination will apply, including the effective date of termination and, in case of partial termination, the portion of the BAA to be terminated.

IX. NON-WAIVER AND RESERVATION OF REMEDIES

9.1. Non-Waiver. Any act of forbearance by either party to enforce any provision of this BAA shall not be interpreted as a modification of this BAA or as a waiver of any breach or default of the other party which then exists or may subsequently exist. The failure of either party to exercise any right or privilege granted in this BAA shall not be interpreted as a waiver of that right or privilege. In this BAA, County and District do not waive any immunity or defense that would otherwise be available to them against claims arising in the exercise of their governmental powers and functions.

9.2. Reservation of Rights and Remedies. All rights of both parties under this BAA are specifically reserved. Any payment, act or omission by a party must not impair or prejudice any remedy or right of that party under this BAA. Any right or remedy stated in this BAA must not preclude the exercise of any other right or remedy under this BAA, the law or at equity, nor must any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

X. ENTIRE AGREEMENT

10.1. Agreement All Inclusive. All oral and written agreements between the parties to this BAA relating to the subject matter of this BAA that were made prior to the execution of this BAA have been reduced to writing and are contained in this document.

XI. ASSIGNABILITY

11.1. Neither party may assign any of the rights or duties created by this BAA without the prior written approval of the other party. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to grant such assignment unless expressly granted that authority by the Commissioners Court.

XII. AMENDMENTS

12.1. Amendment of BAA. Any change to the provisions of this BAA must be made in writing and signed by both parties: County and District. It is acknowledged by District that no officer, agency, employee or representative of County has any authority to change the provisions of this BAA unless expressly granted that authority by Commissioners Court.

12.2. District Request. District must submit all requests for changes to this BAA to County Executive. The County Executive must present the District 's requests to Commissioners Court for consideration.

12.3. County Request. County must submit all requests for changes to this BAA to the Board President. The Board President must present County's requests to the District Board for consideration.

XIII. NOTICES

13.1. Written Notice. All notices sent pursuant to this BAA shall be in writing and either hand delivered or sent by registered or certified mail, postage prepaid, return receipt requested.

13.2. County Address. Notice sent pursuant to this BAA may be delivered or mailed to County. If delivered, notice shall be delivered at the following address:

County Executive
Emergency Services
5501 Airport Boulevard, Suite 203B
Austin, Texas 78751

13.3. If mailed, notice shall be mailed to the following address:

County Executive
Emergency Services
P.O. Box 1748
Austin, Texas 78767

13.4. District Addresses. Paper Notices sent pursuant to this BAA shall be delivered or mailed to District at the addresses shown in Attachment "A" to the Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units unless notice of change has been provided.

13.5. Time of Delivery. When notices sent are hand delivered, notice is effective upon delivery. When notices are mailed by registered or certified mail, notice shall be deemed effective three days after deposit in a U.S. mail box or at a U.S. post office.

13.6 Change of Address. District may change its address for notice under this contract by providing a notice of the change to County in compliance with this Article XIII.

XIV. INTERPRETATION OF CONTRACT

14.1. Third Party Rights Not Created. This BAA is not intended and shall not be interpreted to create any rights or remedies in any person or legal entity that is not a party to it and neither County nor District is waiving any defense or immunity to which it is entitled against any person or legal entity that is not a party to it.

14.2. Law. This BAA is governed by the laws of the United States of America and the laws of Texas. This BAA is performable in Travis County, Texas.

14.3. Severability. If any portion of this BAA is ruled invalid by a court of competent jurisdiction, the remainder of it must be construed as if that portion were not included in the BAA and the remainder remains valid and binding.

14.4. Definitions. In this BAA, all words and phrases used in this BAA and defined in 45 CFR Parts 160 through 164 inclusive have the same meaning in this BAA as they have in 45 CFR Parts 160 through 164 inclusive. In addition, in this BAA

14.4.1. Business Day. "Business Day" means Monday through Friday unless County has designated one of these days as a County holiday.

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

14.4.3. HIPAA "HIPAA" means the Health Insurance Portability and Accountability Act of 1996.

14.4.4. HITECH "HITECH" means the Health Information Technology for Economic and Clinical Health Act of 2009.

14.4.5. Part 164. "Part 164" means 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH.

14.4.6. County Executive. "County Executive" means the individual designated by the Commissioners Court to perform the management and administrative duties of the County under this BAA or his designee.

14.4.7. District Board. "District Board" means the Board of Emergency Services Commissioners of this District.

14.4.8. FireRMS Agreement. "FireRMS Agreement" means the STRAC FireRMS Project Interlocal Cooperation Agreement between STRAC and County that is effective September 1, 2013.

14.4.9. Relationship Interlocal. "Relationship Interlocal" means the "Interlocal Cooperation Agreement Related to Relationship Among Organizing Government Units" approved by Travis County on October 28, 2008.

14.5. Computation of Time. When any period of time is stated in this BAA, the time must 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 must be omitted from the computation.

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

14.7. Headings. The headings at the beginning of the various provisions of this BAA 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 BAA.

XV. LEGAL AUTHORITY

15.1. District Signors. The person or persons signing this BAA on behalf of District , or representing themselves as signing this BAA on behalf of District , do hereby warrant and guarantee that he, she or they have been duly authorized by District to sign this BAA on behalf of District and to bind District validly and legally to all terms, performances, and provisions in this BAA.

15.2. County Signors. The person or persons signing this BAA on behalf of County, or representing themselves as signing this BAA on behalf of County, do hereby warrant and guarantee that he, she or they have been duly authorized by County to sign this BAA on behalf of County and to bind County validly and legally to all terms, performances, and provisions in this BAA.

XVI. DUPLICATE ORIGINALS

16.1. This document is executed in duplicate originals.

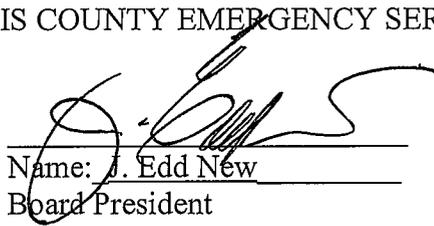
TRAVIS COUNTY

By: _____
Samuel T. Biscoe, County Judge
Travis County, Texas

Date: _____

TRAVIS COUNTY EMERGENCY SERVICES DISTRICT NO. 3

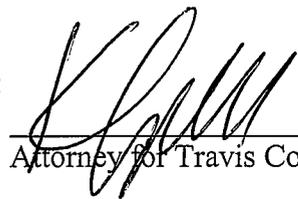
By:


Name: J. Edd New
Board President

Date:

9/23/13

APPROVED AS TO FORM:


Attorney for Travis County Emergency Services District No. 3



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Christy Moffett 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on the request to continue the administration and planning project, social work project and fair housing project of the Community Development Block Grant for the 2013 Program Year with internal HHSVS resources until a decision regarding the PY13 CDBG grant is received, and a fully executed contract is obtained from HUD.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

As part of the mandate from Congress, HUD is required to determine whether Community Development Block Grant (CDBG) grantees carry out their program in a timely manner. If the grantee fails to meet the timeliness requirements for two consecutive years, HUD can reduce the grant amount available for the next program year by the exact amount of the credit balance in excess of 1.5 times the annual grant. For the second year, the County was out of compliance with timeliness, and was offered an informal consultation to discuss the factors that have contributed to its non-compliance. On September 9, 2013, County Judge Sam Biscoe, Sherri Fleming, and Christy Moffett participated in a conference call with HUD Officials from the San Antonio Field Office and Washington, DC. Because of the two week shut-down of the Federal government, a decision regarding the status of the PY13 grant has been delayed, and it is unclear when this information will be made available.

The Department requests permission to use general fund operating resources to cover CDBG expenses until information on the status of the PY13 grant is available. It is necessary to take this action because the program will continue to incur expenses related to the administration and planning, social work and fair housing projects during the current year. If the PY13 grant is received, the general fund expenditures identified as CDBG will be reclassified into grant expenses when there is a fully executed grant contract.

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

STAFF RECOMMENDATIONS:

Staff recommends approval of using general fund dollars to fund the CDBG program so that it can continue to meet its federally mandated grant obligations, and for clients to continue to receive services while awaiting information on the status of the PY13 grant.

ISSUES AND OPPORTUNITIES:

In past years, there was a normal delay during the first quarter of the year while the grant agreement was being executed. During this time, general fund dollars were used to cover grant expenses and all previous costs were reclassified successfully in years past.

While the status of the PY13 grant is unknown, CDBG staff continue to implement ongoing projects funded by past years' grants, including the Home Rehabilitation project and the Lake Oak Estates Street Improvement project. Additionally, staff are required to complete and submit a variety of planning documents and reports to HUD throughout the program year. The use of general funds allows the administrative and planning staff to continue project management, HUD required activities, and general business activities related to CDBG Administration and Planning.

Finally, the use of general funds will allow clients to continue to receive social work and fair housing services in the unincorporated areas of the county.

FISCAL IMPACT AND SOURCE OF FUNDING:

The Health and Human Services and Veterans Service Department will reallocate funding for costs associated with:

Fair Housing project:	\$50,000
Social Work project:	\$18,750
Administrative operating expenses:	\$44,750

Fair housing activities costs will come from Funds Reservation #300000722 and will provide dollars for the full year of the social services contract with Austin Tenant's Council totaling \$50,000. This fair housing contract assists CDBG in meeting some its obligations to affirmatively further fair housing, and is key part of our strategy to remain compliant with fair housing regulations. This is a continuation of the PY12 investment made with Austin Tenant's Council.

Social Work project costs will come from HHS General Fund Cost Center #1580010001, salary savings from vacant positions, and will fund the project for the first quarter of the year.

The CDBG administrative operating costs will come from HHS General Fund Cost Center #1580010001, salary savings from vacant positions, and will fund items necessary for the administration of the program, including but not limited to staff salaries, advertisements, travel, mileage and cell phone allowance, and other items needed to meet grant requirements. The total of \$44,750 will fund operating costs for the first quarter of the year.

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

If the PY13 grant is received, all of the appropriate general fund expenditures will be reclassified as CDBG grant expenditures when the grant budget is established by the County Auditor's office, resulting in a zero impact on the general funds resources.

If the PY13 grant is not received, the Department has identified internal resources to cover the CDBG expenses for the program year and will bring the plan to Court for approval once the Department has received notification from HUD that the grant is being withheld.

REQUIRED AUTHORIZATIONS:

PBO

Cc: Leslie Browder, PBO
Diana Ramirez, PBO
Kathleen Haas, HHS/VS, Finance
Kendra Tolliver, HHS/VS, Finance
Nicki Riley, Auditor's Office
DeDe Bell, Auditor's Office
Janice Cohoon, Auditor's Office
Christy Moffett, HHS/VS, CDBG



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Christy Moffett / 854-3460

Elected/Appointed Official/Dept. Head:

Sherri E. Fleming, County Executive of Travis County Health and Human Services & Veterans Service

Commissioners Court Sponsor: Judge Samuel T. Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action on items related to the Program Year 2012 Consolidated Annual Performance Evaluation Report for the Community Development Block Grant provided by HUD:

- A. Request to approve November 25, 2013 through December 9, 2013 as the 15-day public comment period for the public to review and comment on the draft;
- B. Request to approve a public hearing date on December 3, 2013, at the Travis County Commissioners Courtroom at 9 am to receive public comment; and
- C. Request to approve the advertisement announcing the public hearing date and 15 day public comment period in newspapers of general circulation: Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, Westlake Picayune, The Villager, Ahora Si, and El Mundo.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Under the provisions of Title 1 of the Housing and Community Development Act of 1974 (42 USC 5301), the federal government through the U.S Department of Housing and Urban Development sponsors the Community Development Block Grant (CDBG), a program that provides annual grants to cities and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities for low and moderate income persons.

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

The first year that Travis County received CDBG funds from HUD was in 2006. Since then, Travis County receives funds annually through a cycle, or Program Year, which runs from October 1st through September 30th. The Consolidated Annual Performance Evaluation Report provides an overview of Travis County's CDBG performance for the past year including performance measures, project status and fiscal expenditures. In accordance with the Travis County's Citizen Participation Plan, the CAPER is posted annually for public comment for a period of 15 days.

The following timeline is recommended for the development and approval of the PY12 CAPER for on-time submission.

1. Approval of the draft of the CAPER by Commissioners Court on November 19, 2013;
2. Approval of the final CAPER by Commissioners Court on December 17, 2013;
3. The final Submission to HUD on December 19, 2013.

A. Each year HUD requires grantees to develop an annual report that documents progress and accomplishments of the CDBG projects and the CDBG program as a whole. This report is called the Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER is due 90 days after program year completion or December 30th of each year.

To be in compliance with the requirements of 24 Code of Federal Regulation (CFR) Part 91 and with Travis County's Citizen Participation Plan (CPP), the public must have a 15-day period to provide comment on the CAPER.

B. Travis County's Citizen Participation Plan also stipulates that one public hearing must be held during the 15-day comment period at the Travis County Commissioners Court during the normally scheduled voting session in the traditional public hearing format with oral testimony.

C. The advertisement will appear in newspapers of general circulation that target the areas the grant serves. The following papers will be targeted for advertising in English: The Austin Chronicle, Pflugerville Pflag, Hill Country News, Lake Travis View, Oak Hill Gazette, The Villager and West Lake Picayune

To reach the Spanish speaking population the ad will be advertised in the Spanish language newspapers *Ahora Sí* and *El Mundo* .

Please see Attachment A for the proposed advertisement in English and Attachment B for the advertisement in Spanish.

STAFF RECOMMENDATIONS:

- A. Staff recommends approval of the 15-day public comment period from November 25, 2013 to December 9, 2013.
- B. Staff recommends approval of the public hearing date to be on December 3, 2013.
- C. Staff recommends approval of the advertisement to notify the public of the comment period and the public hearing for the PY 2012 CAPER.

ISSUES AND OPPORTUNITIES:

The CAPER provides an opportunity to assess program effectiveness and to keep the public informed of progress to date.

FISCAL IMPACT AND SOURCE OF FUNDING:

A.N/A

B.N/A

- C. Due to the two week shut-down of the Federal government, a decision from HUD regarding the status the PY13 CDBG grant is still pending. It is unclear when this information will be available as HUD has not provided an anticipated response date. In the interim, the advertisements will be paid for with general fund dollars within the HHS/VS current budget, and the expenditures will be reclassified if the PY13 grant is received.

REQUIRED AUTHORIZATIONS:

None.

Cc: Steven Manilla, TNR
Lee Turner, TNR
Cyd Grimes, Purchasing Office
Jason Walker, Purchasing Office
Nicki Riley, Auditor's Office

Created 10-24-13 @ 4:42 pm

Janice Cohoon, Auditor's Office
Leslie Browder, PBO
Aerin Toussaint, PBO
Mary Etta Gerhardt, County Attorney's Office

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

TRAVIS COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

INVITATION TO COMMENT ON THE DRAFT OF THE PROGRAM YEAR 2012 CDBG ANNUAL REPORT

As part of Travis County's ongoing public engagement related to its Community Development Block Grant (CDBG,) Travis County will make available to the public its Program Year 2012 CDBG annual report known as the Consolidated Annual Program, Performance and Evaluation Report (CAPER).

The CAPER covers a period from October 1, 2012 to September 30, 2013, and describes progress made in carrying out the CDBG projects. This report will be submitted to the U.S. Department of Housing and Urban Development to meet federal requirements.

COMMENT PERIOD AND DRAFT DOCUMENT

Comments will be accepted for 15 days beginning November 25, 2013 at 8:00 a.m. and ending December 9, 2013 at 5:00 p.m. Beginning November 25, 2013, a draft document will be available for download on the Travis County CDBG page www.co.travis.tx.us/CDBG or available for review at any of the seven Travis County Community Centers:

South Rural Community Center	3518 FM 973, Del Valle
Travis County Community Center	15822 Foothills Farm Loop, Bldg D, Pflugerville
West Rural Community Center	8656-A Hwy 71 W., Suite A, Oak Hill
Northwest Rural Community Center	18649 FM 1431, Jonestown
East Rural Community Center	600 W. Carrie Manor, Manor
Palm Square Community Center	100 N. IH-35, Suite 1000, Austin
Post Road Community Center	2201 Post Road, Suite 101, Austin

PUBLIC HEARINGS

The public can provide their comments by attending a Public Hearing scheduled for Tuesday, December 3, 2013 at 9:00 a.m. at the Travis County Commissioners Courtroom, 700 Lavaca St., Austin, TX.

MAILING COMMENTS

The public can also mail their comments to: CDBG Program, Travis County, HHSVS, P.O. Box 1748, Austin, TX 78767 or e-mail them to the CDBG program at cdbg@co.travis.tx.us

For additional information contact Christy Moffett, at cdbg@co.travis.tx.us or call 512-854-3460. To request that an American Sign Language or Spanish interpreter be present at the public hearing, please contact staff at least five business days in advance.

Travis County is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Please call 512-854-3460 for assistance.



EL PROGRAMA DE SUBSIDIOS GLOBALES DE DESARROLLO COMUNITARIO (CDBG) DEL CONDADO DE TRAVIS

INVITACIÓN PARA COMENTAR SOBRE LA VERSIÓN PRELIMINAR DEL **INFORME ANUAL DEL PROGRAMA CDBG** PARA EL AÑO PROGRAMÁTICO 2012

Como parte del proceso continuo del Condado de Travis relacionado con participación pública en el Programa de Subsidios Globales para el Desarrollo Comunitario (conocido como CDBG, por sus siglas en inglés) el Condado de Travis pondrá a disposición del público el informe anual del programa CDBG para el año programático 2012 conocido como el Informe Anual Consolidado de Desempeño y Evaluación (CAPER, por sus siglas en inglés).

El informe CAPER cubre un período desde el 1 de octubre de 2012 hasta el 30 de septiembre de 2013, y describe el progreso realizado en el desarrollo de los proyectos del programa CDBG. Este informe será presentado al Departamento de Vivienda y Desarrollo Urbano de EE.UU. para cumplir con los requisitos federales.

PERÍODO PARA COMENTARIOS Y DOCUMENTO PRELIMINAR

Se aceptarán comentarios durante 15 días a partir del 25 de noviembre de 2013 a las 8:00 a.m. hasta el 9 de diciembre de 2013 a las 5:00 p.m. A partir 25 del noviembre de 2013 la versión preliminar del documento estará disponible para ser descargada de la página del programa CDBG del Condado de Travis en internet www.co.travis.tx.us/CDBG o estará disponible para ser consultada en cualquiera de nuestros siete centros comunitarios del Condado de Travis:

Centro Comunitario Rural del Sur	3518 FM 973, Del Valle
Centro Comunitario del Condado de Travis	15822 Foothills Farm Loop, Bldg D, Pflugerville
Centro Comunitario Rural del Oeste	8656-A Hwy 71 W., Suite A, Oak Hill
Centro Comunitario Rural del Noroeste	18649 FM 1431, Jonestown
Centro Comunitario Rural del Este	600 W. Carrie Manor, Manor
Centro Comunitario de Palm Square	100 N. IH-35, Suite 1000, Austin
Centro Comunitario de Post Road	2201 Post Road, Suite 101, Austin

AUDIENCIA PÚBLICA

El público puede hacer sus comentarios asistiendo a una audiencia pública programada para el 3 de diciembre de 2013 a las 9:00 a.m. en el edificio Travis County, en la sala "Commissioners Courtroom", 700 Lavaca St., Austin, TX.

ENVÍO DE COMENTARIOS

El público también puede enviar comentarios por correo postal a: CDBG Program, Travis County, HHSVS P.O. Box 1748, Austin, TX 78767 o por correo electrónico a CDBG al cdbg@co.travis.tx.us.

Para mayor información comuníquese con Christy Moffett a través del e-mail cdbg@co.travis.tx.us o llamando al 512-854-3460. Para solicitar que haya un intérprete en español o de lenguaje americano de señas en alguna de estas reuniones, por favor contacte al personal por lo menos con cinco días hábiles de anterioridad.

El Condado de Travis está comprometido a cumplir con la Ley de Americanos con Discapacidades (ADA) y con la Sección 504 de la Ley de Rehabilitación de 1973, según su enmienda. Al solicitarlo, se proporcionarán modificaciones razonables e igual acceso a comunicaciones. Si necesita ayuda, por favor llame al 512-854-3460.





Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Yolanda Aleman, (512)854-9106

Elected/Appointed Official/Dept. Head: Leslie Browder, 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:

Leslie Browder – Planning and Budget Office, (512)854-9106

Jessica Rio – Planning and Budget Office, (512)854-9106

David Salazar - County Judge's Office, (512)854-9555

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

BUDGET AMENDMENTS AND TRANSFERS

FY 2014

10/29/2013

AMENDMENTS

BA#	IO/WBS	FUND	COST CENTER	COMMITMENT	Dept.	Line Item	Increase	Decrease	Pg #
A1		0001	198000	580070	Reserves	CAR Reserves		\$135,828.10	1
		0001	112004	522020	ITS	Cap.Outlay Mtrl - Buildings	\$135,828.10		



PLANNING AND BUDGET OFFICE
TRAVIS COUNTY, TEXAS

700 Lavaca, Ste 1560
P.O. Box 1748
Austin, Texas 78767

October 22, 2013,

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 printed name.

Re: Request to use Earmark for Technology Infrastructure needed for Executive Office Building renovations

The FY2014 Adopted Budget includes a \$400,000 earmark placed on the Capital Acquisition Resources (CAR) reserve to provide funding for necessary infrastructure for projects Facilities Management has identified that require support from the Information Technology Services (ITS) department. ITS requests \$135,828 to remove existing cabling and install new cabling needed for the renovation of the Executive Office Building (EOB). Please see attached memo and quotes from ITS for additional information.

ITS will likely request an additional amount against this earmark in the next couple of months for additional fiber cabling, phones and network equipment. ITS is awaiting additional information as the project nears completion for a more precise costing of that equipment.

If approved there will be \$264,172 remaining in the reserve for the completion of the EOB renovation and other projects to be completed this fiscal year. PBO recommends approval of this transfer.

CC: Tanya Acevedo, Interim Chief Information Officer
Walter Lagrone, ITS
Roger El-Khoury, FMD
Ben Noack, FMD
Randy Lott, ITS
Leslie Browder, PBO
Jessica Rio, PBO
Travis Gatlin, PBO
Diana Ramirez, PBO



TRAVIS COUNTY INFORMATION & TELECOMMUNICATION SYSTEMS

Tanya Acevedo, Interim Chief Information Officer

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

Travis County Courthouse, Austin, Texas

Date: October 17, 2013
To: Leslie Browder, County Executive for Planning and Budget
From: Walter LaGrone, Information Technology Director
Via: Tanya Acevedo, Interim CIO
Subject: Request Transfer from FY14 CAR Reserve for EOB Remodel Project

FMD has notified ITS that the remodeling project for the 7th through 11th floors of the EOB remodeling project is ready to begin. To accomplish necessary technology infrastructure tasks related to the remodel, ITS is requesting Commissioners Court approval to use \$135,828.06 from the FY14 Earmark on CAR Reserve for ITS Infrastructure for FMD Projects. This request will cover the following elements:

*Removing all inactive cabling on floors 7-11	\$16,213.60
*Installing the cabling on floors 7-11	\$116,382.34
*Proofing conduits and pathways to EOB	\$3,232.12

At this time, ITS anticipates requiring the remainder of the earmark at a later date for other IT infrastructure and required activities to complete the remodel.

CC: Jessica Rio, Diana Ramirez, Katie Gipson, PBO

Attachments: Quotes

ITS						
REQUEST FOR ESTIMATE						
Vendor	RC Data Communications		DATE	9/3/2013		
Vendor #	10000173383		JOB CLASSIFICATION	Routine		
Contract #	4400001421		DATE OF SITE VISIT	8/26/2013		
Contact	Sam Robinson		JOB LOCATION	EOB		
Phone	512.992.1111					
DESCRIPTION OF WORK			EOB - 7th floor thru 11th floor			
<i>Demo ALL low voltage, Type 1, data cabling, voice cabling, T1 cabling on each floor 7th - 11th. Demo faceplate, jacks and existing plastic raceways. Remove all cabling from patch panels and 66 blocks for IW voice cabling. Do not remove any of the RG6, .500, fiber optic cabling or copper backbone cabling.</i>						
Contact		Phone		Work Order #	RFC001784.A	
LABOR						
LABOR	Technician	Qty	184	Hours @ \$	32.00 /Hr.=	\$ 5,888.00
	Helper	Qty	368	Hours @ \$	28.00 /Hr.=	\$ 10,304.00
					Labor Cost	\$ 16,192.00
MATERIALS						
Qty:	Description			Cost/Each	Ext Cost	
2	3" Safety Flag Caution Tape			10.00	\$ 20.00	
					\$ -	
					\$ -	
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					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
					\$ -	
				Materials Cost	\$ 20.00	
				Mark up for materials	\$ 1.60	
					Total	\$ 16,213.60
DATE		REQUESTOR		PHONE		

ITS						
REQUEST FOR ESTIMATE						
Vendor	RC Data Communications		DATE	9/3/2013		
Vendor #	10000173383		JOB CLASSIFICATION	Routine		
Contract #	4400001421		DATE OF SITE VISIT	8/30/2013		
Contact	Sam Robinson		JOB LOCATION	EOB		
Phone	512.992.1111					
DESCRIPTION OF WORK			EOB Re-cabling project 7th - 11th floors			
<i>Install (30) WAPS and Cat 6A cables for Access points, Install (176) (2) Port Cat 6A outlets, Existing TV outlets to remain. Installation of J-hook pathways. Provide and place blank plates to cover old outlet locations</i>						
Contact		Phone		Work Order #	RFC001784.B	
LABOR						
LABOR	R-HRLY Rate Data Copper Cable Install	Qty	440	Hours @ \$	32.00 /Hr.= \$ 14,080.00	
	R-HRLY Rate for Installation Helper	Qty	880	Hours @ \$	28.00 /Hr.= \$ 24,640.00	
					Labor Cost	\$ 38,720.00
MATERIALS						
Qty:	Description			Cost/Each	Ext Cost	
81000	General Cat 6A plenum WHITE or GRAY			0.75	\$ 60,750.00	
884	Panduit Cat 6A jack BLUE			9.05	\$ 8,000.20	
204	Panduit 2 port faceplates SLOPED walls&catv			1.59	\$ 324.36	
0	Panduit 2 port faceplates flat (furniture)			1.48	\$ -	
16	Panduit 48 port patch panels			44.10	\$ 705.60	
20	Panduit Blank Inserts			0.20	\$ 4.00	
20	Panduit 2 port faceplate			1.48	\$ 29.60	
20	Panduit F-adapter			3.56	\$ 71.20	
37	RG6 Compression connectors			0.62	\$ 22.94	
3	Log Electrical Tape			10.00	\$ 30.00	
14	Plouch Tape Cartridges			13.00	\$ 182.00	
2	Bucket Pull String			27.00	\$ 54.00	
460	3/4 " Panduit wall mount J-hook with Bracket			0.66	\$ 303.60	
460	1 1/4 " Panduit wall mount J-hook with Bracket			1.30	\$ 598.00	
23	5/8" velcro Black			15.90	\$ 365.70	
35	Panduit 1port surface mount boxes			2.15	\$ 75.25	
204	MPLS			1.28	\$ 261.12	
400	Blank Faceplates			0.33	\$ 132.00	
					Materials Cost	\$ 71,909.57
					Mark up for materials	\$ 5,752.77
Total					\$ 116,382.34	
DATE		REQUESTOR		PHONE		

Header Information for Entry Doc Number 400004239

Doc. Number 400004239 Doc. Status Preposted FM Area 1000
 Budget. Cate. Payment Doc. Year 2014 Doc. Date Oct 23, 2013
 Value Type Budget Version 0 Doc. Type TRAN
 Budget Type 3 Fiscal Year 2014 Year.Cash.Eff
 Process UI TRAN Process SEND Original.Applic. BWB Doc.Family
 Creation Date Oct 23, 2013 Creation Time 14:12:39
 Year Cohort Public Law
 Legislation

Additional Data

Creator HOLDERS Creation Date Oct 23, 2013 Creation Time 14:12:39
 Resp. Person
 Header Text Move funds to ITS for EOB Improvements

TextName

Lines **Total Document** 0 8135,828 USD

Line	Fund	Budget Period	Funds Center	Comm. Item	FuncArea Grant	Funded Program	Local Amount	Text Line
000001	0001		1980000000	580070	1120	NOT-RELEVANT	-135,828.1	Move funds to ITS for EOB Improvements
000002	0001		1120040001	522020	1110	NOT-RELEVANT	135,828.1	Move funds to ITS for EOB Improvements

Allocated Reserve Status (580010)

Amount	Dept Transferred Into	Date	Explanation
\$10,718,725			Beginning Balance
\$6,750	Various	10/7/13	Liquidated Purchase Orders
\$10,640	Various	10/14/13	Liquidated Purchase Orders
(\$23,425)	Cons. Pct. 1	10/22/13	Constable Staffing @ 5501 Airport
\$8,367	Various	10/22/13	Liquidated Purchase Orders
\$10,721,057	Current Balance		

Possible Future Expenses Against Allocated Reserve Previously Identified:

Amount	Explanation
(\$310,200)	Records Management - Postage Cost of City of Austin Redistricting
(\$255,081)	Constables - Airport Staffing
(\$275,000)	Civil Courts-Legally Mandated Fees- Civil Indigent Attorney Fees
(\$228,552)	Criminal Courts - Veterans Court
(\$175,000)	Criminal Courts-Legally Mandated Fees - Attorney Fees for Capital Cases
(\$150,000)	Human Resources - Tuition Reimbursement Program
(\$144,233)	Civil Courts - Family Drug Treatment Court
(\$62,350)	Criminal Justice Planning - Paralegal for OPR
(\$65,291)	Criminal Justice Planning - Paralegal for OCR
(\$38,972)	Criminal Courts - Bailiff Transition to Sheriff's Office
(\$35,000)	Criminal Courts-Legally Mandated Fees - Forced Medication Hearings
(\$33,130)	Human Resources - Travis County/Austin Community College Internship Program
(\$33,000)	Civil Courts-Legally Mandated Fees - Foreign Language Court Interpreters
(\$28,482)	Probate Court - Administrative Judge Pay
(\$25,000)	Human Resources - ADA Program Funding
(\$19,600)	Pretrial Services - Electronic Monitoring Services
(\$1,878,891)	Total Possible Future Expenses (Earmarks)
\$8,842,166	Remaining Allocated Reserve Balance After Possible Future Expenditures

Capital Acquisition Resources Account Reserve Status (580070)**CAR RESERVE TRANSFERS**

Amount	Dept Transferred Into	Date	Explanation
\$2,431,317			Beginning Balance
\$2,431,317	Current Reserve Balance		

Possible Future Expenses Against CAR Reserves Previously Identified:

Amount	Explanation
(\$500,000)	Transportation and Natural Resources - Road Materials
(\$400,000)	Information Technology Services - Support for Facilities Remodel/Construction Projects
(\$320,000)	Juvenile Probation - Juvenile Probation Master Plan
(\$192,750)	Transportation and Natural Resources - Falling Vehicles
(\$100,000)	Transportation and Natural Resources - Guardrail Replacement
(\$70,000)	Medical Examiner - Replacement Headspace Auto Sampler – Gas Chromatograph
(\$55,000)	Emergency Services (StarFlight) - STAR Flight Maintenance
(\$50,000)	Transportation and Natural Resources - ADA Sidewalk Upgrades
(\$19,074)	Counseling and Education - Computers for Automated Assessments
(\$15,798)	Criminal Justice Planning - Paralegal for OCR
(\$5,798)	Criminal Justice Planning - Paralegal for OPR
(\$1,728,420)	Total Possible Future Expenses (Earmarks)
\$702,897	Remaining CAR Reserve Balance After Possible Future Expenditures

Reserve for Emergencies and Contingencies Status (580120)

Amount	Dept Transferred Into	Date	Explanation
\$5,000,000			Beginning Balance
\$5,000,000 Current Reserve Balance			

Fuel & Utilities Reserve Status (580130)

Amount	Dept Transferred Into	Date	Explanation
\$300,000			Beginning Balance
\$300,000 Current Reserve Balance			

Civil and Family Justice Center (Planning) Reserve Status (580210)

Amount	Dept Transferred Into	Date	Explanation
\$5,446,000			Beginning Balance
\$ (1,779,411)	PBO	10/22/13	Phase I & II
\$3,666,589 Current Reserve Balance			

Juvenile Justice Reserve Status (580260)

Amount	Dept Transferred Into	Date	Explanation
\$504,726			Beginning Balance
\$504,726 Current Reserve Balance			

Smart Building Maintenance Reserve Status (580240)

Amount	Dept Transferred Into	Date	Explanation
\$297,948			Beginning Balance
\$297,948 Current Reserve Balance			

Reserve for Replacement of Integrated Justice Systems Status (580160)

Amount	Dept Transferred Into	Date	Explanation
\$5,235,265			Beginning Balance
\$5,235,265 Current Reserve Balance			

Reserve for State Funding Cuts Status (580310)

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

STAR Flight Maintenance Reserve Status (580320)

Amount	Dept Transferred Into	Date	Explanation
\$1,995,050			Beginning Balance
\$1,995,050 Current Reserve Balance			

Reserve for 1115 Waiver Participation Status (580200)

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

Reserve for Interlocal Agreements Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,950,308			Beginning Balance
\$1,950,308 Current Reserve Balance			

Reserve for External Social Services Contracts Status (580200)

Amount	Dept Transferred Into	Date	Explanation
\$1,155,025			Beginning Balance
\$1,155,025 Current Reserve Balance			

Sheriff's Office Overtime Reserve Status (580200)

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

Unallocated Reserve Status (580015)

Amount	Dept Transferred Into	Date	Explanation
\$68,085,598 (\$2,500,000)	TNR	10/15/13	Beginning Balance Reimbursement Resolution for 416 W. 11th Street
\$65,585,598 Current Reserve Balance			



Travis County Commissioners Court Agenda Request

Meeting Date: 10/29/2013, 9:00 AM, Voting Session

Prepared By/Phone Number: Alan Miller, Planning and Budget, 854-9726

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive,
Planning and Budget

Commissioners Court Sponsor: Judge Samuel T. Biscoe

Review and approve requests regarding grant programs, applications, contracts and related special budgets, and permissions to continue:

- A. Annual contract with the Office of the Governor, Criminal Justice Division, to continue the Trauma Informed Assessment and Response program in Juvenile Probation Department;
- B. New contract with the Office of the Governor, Criminal Justice Division, to continue The Eagle Soars program in Juvenile Probation Department; and
- C. New contract with the Office of the Governor, Criminal Justice Division, to continue the Enhancing Services for Victims of Crime in Juvenile Probation Department.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Items A, is an annual renewal of existing grant programs.

Items B and C are new grant contracts for programs applied for in FY 13.

STAFF RECOMMENDATIONS:

PBO recommends approval.

ISSUES AND OPPORTUNITIES:

Additional information is provided on the grant summary sheets.

FISCAL IMPACT AND SOURCE OF FUNDING:

Item B requires a match, which is met within existing departmental resources; no additional funding is required.

REQUIRED AUTHORIZATIONS:

Planning and Budget Office
County Judge's Office

Leslie Browder
David Salazar

TRAVIS COUNTY

10/29/2013

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GRANT APPLICATIONS, CONTRACTS AND PERMISSIONS TO CONTINUE
FY 2014

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 #
A	145 Trauma Informed Assessment and Response program	09/01/13 - 08/31/14	\$154,132	\$0	\$0	\$0	\$154,132	0.50	R	MC	7
B	145 The Eagle Soars program	09/01/13 - 08/31/14	\$62,886	\$15,722	\$0	\$0	\$78,608	1.12	R	MC	19
C	145 Enhancing Services for Victims of Crime Program	09/01/13 - 08/31/14	\$104,222	\$0	\$0	\$0	\$104,222	0.00	R	MC	30

Contracts

PBO Notes:

- R - PBO recommends approval
- NR - PBO does not recommend approval
- D - PBO recommends item be discussed
- S - Simple
- MC - Moderately Complex
- C - Complex
- EC - Extremely Complex

County Auditor's Complexity Assessment measuring Impact to their Office's Resources/Workload

**FY 2014 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, 2013, 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	Create Date
145	Juvenile Probation Pre-Doctoral Psychology Internship Program	07/01/14 - 07/31/15	\$43,569	\$12,244	\$0	\$0	\$55,813	1.00	10/8/2013	10-24-13
124	Formula Grant-Indigent Defense Program	10/1/13 - 09/30/14	\$442,000	\$0	\$0	\$0	\$442,000	0.00	10/15/2013	@ 4:43pm
155	Prostitution Prevention Program-Planning Grant	01/01/14 - 08/31/14	\$30,000	\$0	\$0	\$0	\$30,000	0.00	10/22/2013	
			\$515,569	\$12,244	\$0	\$0	\$527,813	1.00		

*Amended from original agreement.

**FY 2014 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, 2013.

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
124	Travis County Veterans's Court	09/01/13 - 08/31/14	\$185,919	\$0	\$0	\$0	\$185,919	2.00	10/1/2013
137	2010 Byrne Justice Assistance Grant*	10/01/2009 - 03/31/14	\$114,285	\$0	\$0	\$0	\$114,285	0.00	10/1/2013
139	Travis County Adult Probation DWI Court/SAMHSA	09/30/13 - 09/29/14	\$101,270	\$0	\$0	\$0	\$101,270	1.30	10/1/2013
139	Travis County Adult Probation DWI Court/OOG	09/01/13 - 09/31/14	\$228,460	\$0	\$0	\$0	\$228,460	4.00	10/1/2013
142	Drug Diversion Court	09/01/13 - 08/31/14	\$132,585	\$0	\$0	\$0	\$132,585	0.00	10/1/2013
145	Drug Court and In-Home Family Services	09/01/13 - 08/31/14	\$162,000	\$18,007	\$0	\$0	\$180,007	0.20	10/8/2013
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$481,000	\$259,000	\$0	\$0	\$740,000	2.00	10/8/2013
120	Electronic Transmission of Ballot Portal	09/30/14 - 12/31/18	\$19,950	\$0	\$0	\$0	\$19,950	0.00	10/8/2013
137	Vision Summit	01/01/13 - 10/31/13	\$78,147	\$0	\$0	\$0	\$78,147	0.00	10/8/2013
137	Child Abuse Victim Services Personnel	09/01/13 - 08/31/14	\$23,092	\$0	\$34,639	\$0	\$57,731	1.00	10/15/2013
147	Emergency Management Performance Grant	10/01/12 - 03/31/14	\$69,699	\$69,699	\$0	\$0	\$139,398	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Program	09/01/13 - 01/31/15	\$9,500	\$0	\$0	\$0	\$9,500	0.00	10/15/2013
147	Homeland Security Grant Program, State Homeland Security Law Enforcement Terrorist Prevention Activities Program	09/01/13 - 01/31/15	\$22,500	\$0	\$0	\$0	\$22,500	0.00	10/15/2013
158	Title IV-E Child Welfare Services	10/01/13 - 09/30/14	\$20,508	\$67,430	\$0	\$0	\$87,938	0.60	10/15/2013
119	Family Violence Accelerated Prosecution Program	09/01/13 - 08/31/14	\$84,957	\$34,053	\$0	\$0	\$119,010	2.23	10/22/2013
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$137,388	\$0	\$0	\$0	\$137,388	1.00	10/22/2013

Dept	Name of Grant	Grant Term	Grant Award	County Cost Share	County Contribution	In-Kind Contribution	Program Total	FTEs	Approval Date
145	Juvenile Drug Treatment Court-SAMHSA/CSAT	09/30/13 - 09/29/14	\$227,670	\$0	\$0	\$0	\$227,670	0.00	10/22/2013
			\$2,098,930	\$448,189	\$34,639	\$0	\$2,581,758	14.33	

*Amended from original agreement.

FY 2014 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 Approval Date	Has the General Fund been Reimbursed
			Personnel Cost	Operating Transfer	Total Request				
158	AmeriCorps Grant Program	08/01/13 - 07/31/14	\$100,540	\$7,300	\$107,840	31.00	9/30/2013	7/30/2013	No
119	Family Violence Accelerated Prosecution Program	09/01/2013 - 08/31/2014	\$13,150	\$0	\$13,150	1.00	10/31/2013	8/27/2013	No
119	Other Victim Assistance Grant Program	09/01/2013 - 08/31/2014	\$9,286	\$0	\$9,286	1.00	10/31/2013	8/27/2013	No
122	Family Drug Treatment Court	09/01/2013 - 08/31/2014	\$5,422	\$0	\$5,422	1.00	9/30/2013	8/27/2013	No
124	Veterans' Court Program	09/01/2013 - 08/31/2014	\$13,801	\$0	\$13,801	2.00	10/31/2013	8/27/2013	No
137	Child Abuse Victim Services Personnel Program	09/01/2013 - 08/31/2014	\$8,852	\$0	\$8,852	1.00	10/31/2013	8/27/2013	No
142	Drug Diversion Court Program	09/01/2013 - 08/31/2014	\$10,376	\$0	\$10,376	1.00	10/31/2013	8/27/2013	No
145	Juvenile Accountability Block Grant Local Assessment Center Program	09/01/2013 - 08/31/2014	\$9,800	\$0	\$9,800	1.00	10/31/2013	8/27/2013	No
145	Trauma Informed Assessment and Response Program	09/01/2013 - 08/31/2014	\$5,966	\$0	\$5,966	0.50	10/31/2013	8/27/2013	No
145	Austin/Travis County Integral Care Community Partners for Children Coordinator	09/01/2013 - 08/31/2014	\$10,250	\$0	\$10,250	1.00	10/31/2013	8/27/2013	No
145	Texas Juvenile Justice Department Grants	09/01/2013 - 08/31/2014	\$405,477	\$0	\$405,477	72.00	10/31/2013	8/27/2013	No
139	Adult Probation DWI Court	09/01/13 - 08/31/14	\$52,519	\$0	\$52,519	4.00	11/30/2013	9/10/2013	No

FY 2014 Grants Summary Report

Permission to Continue

Dept	Name of Grant	Grant Term per Application	Personnel Cost	Operating Transfer	Total Request	Filled FTEs	PTC Expiration Date	Approval Date	Has the General Fund been Reimbursed
124	Travis County Veterans' Court	09/01/13 - 08/31/14	\$13,801	\$0	\$13,801	2.00	10/31/2013	9/24/2013	No
122	Family Drug Treatment Court	09/01/13 - 08/31/14	\$5,566	\$0	\$5,566	1.00	10/31/2013	9/24/2013	No
145	Residential Substance Abuse Treatment Program	10/01/13 - 09/30/14	\$10,098	\$0	\$10,098	1.67	11/30/2013	9/24/2013	No
158	Parenting in Recovery II	09/30/13 - 09/29/14	\$22,909	\$0	\$22,909	1.00	12/31/2013	9/24/2013	No
Totals			\$697,813	\$7,300	\$705,113	122.17			



TRAVIS COUNTY FY 13 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"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input type="checkbox"/>	Continuation Grant: <input checked="" type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Trauma Informed Assessment and Response program		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 33,057	\$ 0	\$ 0	\$ 0	\$ 33,057
Operating:	\$ 118,053	\$ 0	\$ 0	\$ 0	\$ 118,053
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 3,022	\$ 0	\$ 0	\$ 0	\$ 3,022
Totals:	\$ 154,132	\$ 0	\$ 0	\$ 0	\$ 154,132
FTEs:	0.50	0.00	0.00	0.00	0.50

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	RP	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ -	Applicable Departmental Measures				
1.	Number of program youth referred	n/a	n/a	499	514
2.	Number of program youth screened/assessed	n/a	n/a	182	187
3.	Number of program youth served	n/a	n/a	100	100
4.	Number of program youth with formal psychological/ psychiatric evaluations	n/a	n/a	100	100
+ -	Measures for the Grant				
1.	Number of program youth completing program requirements	n/a	n/a	53	53
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
2.	Number of youth complying with an aftercare plan	n/a	n/a	53	53
	Outcome Impact Description	To increase the supervision success rate for juveniles with a trauma-based diagnosis.			
3.	Number of program youth exhibiting a decrease in antisocial behavior	n/a	n/a	64	64
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
4.	Number of program youth exhibiting a decrease in substance use	n/a	n/a	58	58
	Outcome Impact Description	To improve access to substance abuse treatments and related services that will address the juveniles' exposure to trauma.			
5.	Number of program youth exhibiting an improvement in family relationships	n/a	n/a	55	55
	Outcome Impact Description	To improve family functioning through access to therapeutic services that will address the juveniles' exposure to trauma.			
6.	Number of program youth exhibiting an improvement in social competencies	n/a	n/a	59	59
	Outcome Impact Description	To reduce the need for out of home placement and the likelihood of recidivating for juveniles with a trauma-based diagnosis.			
7.	Number of program youth who offend or reoffend	n/a	n/a	30	30
	Outcome Impact Description	To increase community safety.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a continuation grant award from the Office of the Governor, Criminal Justice Division.

This grant will pay for a 0.5 FTE licensed counselor/therapist position, and create contracts with CASA of Travis County and with a local psychiatrist. The total grant award is \$154,132, with a required 2% indirect cost amount of \$3,022. There is no cash match or long term County funding requirement for this grant.

PBO recommends approval of the grant award.

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 one?

The goal of Trauma Informed Assessment and Response is to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs. If appropriate and beneficial for TCJPD and its youth, youth from other programs may use the services from this grant as well.

There are two objectives of this program. One is to improve outcomes for youth with identified mental health needs by diagnosing trauma and providing specific treatment and targeted services to meet those needs. A more rigorous mental health assessment process will identify a larger number of youth who have experienced trauma. Another objective is to leverage the existing collaborative efforts between TCJPD, CPS, and CASA for youth with trauma-based mental health disorders. Collaboration between these agencies will allow the program to provide more intensive services to address the needs of these youth.

The grant will pay for a .50 FTE senior counselor and/or therapist (licensed), who will be paid solely out of this grant, a contract with CASA of Travis County to provide a guardian ad litem for program participants, a contract with Dr. Casey O'Neal to provide intensive psychological and/or psychiatric evaluations, and trauma based/ alternative therapeutic services to program participants for a total cost of \$154,132.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements of this grant.

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.

No match is required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

2% indirect cost for \$3,022.

Art 3 - Sec 52

Article 3 - LEGISLATIVE DEPARTMENT

**Section 52 - COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR
SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS**

Sec. 52. COUNTIES, CITIES OR OTHER POLITICAL CORPORATIONS OR SUBDIVISIONS; LENDING CREDIT; GRANTS; BONDS. (a) Except as otherwise provided by this section, the Legislature shall have no power to authorize any county, city, town or other political corporation or subdivision of the State to lend its credit or to grant public money or thing of value in aid of, or to any individual, association or corporation whatsoever, or to become a stockholder in such corporation, association or company. However, this section does not prohibit the use of public funds or credit for the payment of premiums on nonassessable property and casualty, life, health, or accident insurance policies and annuity contracts issued by a mutual insurance company authorized to do business in this State.

(b) Under Legislative provision, any county, political subdivision of a county, number of adjoining counties, political subdivision of the State, or defined district now or hereafter to be described and defined within the State of Texas, and which may or may not include, towns, villages or municipal corporations, upon a vote of two-thirds majority of the voting qualified voters of such district or territory to be affected thereby, may issue bonds or otherwise lend its credit in any amount not to exceed one-fourth of the assessed valuation of the real property of such district or territory, except that the total bonded indebtedness of any city or town shall never exceed the limits imposed by other provisions of this Constitution, and levy and collect taxes to pay the interest thereon and provide a sinking fund for the redemption thereof, as the Legislature may authorize, and in such manner as it may authorize the same, for the following purposes to wit:

(1) The improvement of rivers, creeks, and streams to prevent overflows, and to permit of navigation thereof, or irrigation thereof, or in aid of such purposes.

(2) The construction and maintenance of pools, lakes, reservoirs, dams, canals and waterways for the purposes of irrigation, drainage or navigation, or in aid thereof.

(3) The construction, maintenance and operation of macadamized, graveled or paved roads and turnpikes, or in aid thereof.

(c) Notwithstanding the provisions of Subsection (b) of this Section, bonds may be issued by any county in an amount not to exceed one-fourth of the assessed valuation of the real property in the county, for the construction, maintenance, and operation of macadamized, graveled, or paved roads and turnpikes, or in aid thereof, upon a vote of a majority of the voting qualified voters of the county, and

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

The Department intends to request subsequent continuation funding for personnel, contractual, and services through proposals submitted to the Federal and State government, as well as private foundations. As previously presented to the Court, the County will have the opportunity to consider investment in the staff positions as well as other areas of Special Services Division.

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 Travis County Commissioner's Court approved the community plan, entitled--"Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012 - FY 2015," on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses priority C from the juvenile justice section. Priority C states: "Travis County is in need of services and programming for youth with mental health/co-occurring disorders and substance abuse problems." To address this priority, the Trauma Informed Assessment and Response program will collaborate with service providers, non-profits, and multiple units within TCJPD to maximize resources, improve quality of services and outcomes, and reduce justice system involvement for youth experiencing mental health/co-occurring disorders and substance abuse problems associated with exposure to trauma.



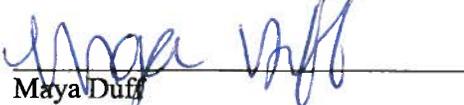
TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Program Coordinator

SUBJECT: Grant Award for Renewal of Trauma Informed Assessment and Response program

DATE: October 8, 2013

Attached is the Travis County Juvenile Probation FY14 grant award from the Office of the Governor, Criminal Justice Division for the Trauma Informed Assessment and Response program. \$154,132 has been awarded to fund one part-time senior counselor/therapist and contracted vendors to provide psychological examinations and trauma based therapy to youth.

This funding will be used to develop a trauma-informed infrastructure that will aid in the identification of youth who have been exposed to trauma and provide targeted services for intervention. Identifying and directing care toward the needs of these youth will provide linkages to services that appropriately target trauma, improve behavioral and emotional functioning of both youth and their families, and empower parents and youth to develop better coping strategies. Eligible youth will be directed to services that include more rigorous psychological evaluation, psychiatric evaluation, trauma-based therapy, youth advocacy, alternative therapies (e.g., equine, music, or art therapy), and other services based on individual needs.

Please review this item and place it on the **October 29, 2013** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Rhett Perry
Lisa Eichelberger
Darryl Beatty
Emmitt Hayes
Joe Chavez
Sylvia Mendoza
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

October 04, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Avenue
Austin, Texas 78704-5513

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	SF-14-J20-25772-02	CFDA or State ID:	00.421
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	Trauma Informed Assessment and Response		
Grant Period:	09/01/2013 - 08/31/2014		
Liquidation Date:	11/29/2014		
Date Awarded:	October 04, 2013		
CJD Grant Manager:	Cherryl Charlet		

CJD Award Amount:	\$154,132.00
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$154,132.00

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: October 04, 2013

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at <https://eGrants.governor.state.tx.us>.

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be used to offset project costs unless prior approval is granted allowing a supplement to project costs. Program income must be expended prior to seeking payments from CJD and must be accounted and used for the purposes of the grant activities as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report must be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD must obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to the Governor's Office or its agents all requested records. The Governor's Office may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified within the time frame specified by the Governor's Office.

Audit Requirements – Grantees expending over \$500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at <http://www.whitehouse.gov/omb/circulars/index.html> and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at <http://www.governor.state.tx.us/grants/what/>. Grantees must electronically submit to the Governor's Office copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at <http://www.whitehouse.gov/omb/circulars/index.html> or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at <https://eGrants.governor.state.tx.us/updates.aspx> for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit 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.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When contractual or equipment procurement is anticipated to be in excess of \$100,000, grantees must submit a Procurement Questionnaire <https://eGrants.governor.state.tx.us/updates.aspx> to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and must ensure that prompt reporting will remain current throughout the grant period.

Criminal History Reporting - Entities receiving funds from CJD must comply with all requirements outlined in the Texas Code of Criminal Procedure, Ch. 60, related to maintaining and reporting criminal history records.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at <http://www.lep.gov>.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget, the grantee agency has an overtime policy approved by its governing body, and both grant-paid and non-grant paid personnel are treated the same with regards to the application of overtime policy(ies). In addition, in no case is dual compensation allowable. That is, an employee of a grantee agency may not receive compensation for hours worked (including paid leave) from his/her agency AND from an award for a single period of time, even though such work may benefit both activities. Overtime payments issued outside of these guidelines are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



TRAVIS COUNTY FY 13 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"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	Enhancing Services for Victims of Crime		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input checked="" type="checkbox"/>	State: <input type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input checked="" type="checkbox"/>	No: <input type="checkbox"/>	
Originating Grantor:	United States Department of Justice		

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 59,073	\$ 15,722	\$ 0	\$ 0	\$ 74,795
Operating:	\$ 3,813	\$ 0	\$ 0	\$ 0	\$ 3,813
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Totals:	\$ 62,886	\$ 15,722	\$ 0	\$ 0	\$ 78,608
FTEs:	1.00	0.12	0.00	0.00	1.12

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	CS	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Number of restorative justice efforts provided to victims	n/a	2*	2	2
2.	Number of individuals assisted with victim notification packet	n/a	921*	949	977
3.	Number of victims participating in restorative justice efforts	n/a	106*	109	137
+ - Measures for the Grant					
1.	Number of victims who participated in victim-offender meetings who are exhibiting an improvement in mental, emotional, and physical health	n/a	96*	99	127
Outcome Impact Description		Number of victims attending a victim offender mediation or participating in a victim impact panel. These restorative justice efforts provide victims an opportunity to address safety, security, and well-being as well as financial loss.			
2.	Number of victims returning to TCJPD as a result of a new victimization either by the same perpetrator or a different perpetrator	n/a	31*	31	31
Outcome Impact Description		A measure of efficiency of services to victims by determining the number of victims who are victimized more than once.			
3.					
Outcome Impact Description		*All FY12 figures represent actual data.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a new grant award from the US Department of Justice, through the Office of the Governor, Criminal Justice Division (OOG). The new program, Enhancing Services for Victims of Crime, would address existing gaps in victim's services in the Department.

The grant funds will pay the salary of a new FTE that can communicate directly with victims, provide bilingual English/Spanish translation for victim clients, and help ensure that victims receive compensation if they participate in restitution programming. The total grant award is \$62,886 with an additional required 20% county cost share of \$15,722. This match will be provided through a portion of a current FTE salary and benefits.

There are no long term County funding requirements for the grant.

PBO recommends approval of the award.

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 one?

The goal of this program is to enhance the Victim Services division of TCJPD to address existing gaps. Objectives of this program are: 1) Increase direct communication with victims; 2) have a single point of contact for all Spanish speaking victims and 3) Ensure that victims receive compensation if they participate in the court ordered restitution program. Through this project, TCJPD will hire a bilingual Victim Counselor Senior that can meet all of these needs.

This grant fits into the current activities of the department because its proposed activities fit TCJPD's mission of addressing the needs of victims of crime. This grant is enhancing an existing program.

This grant will pay for a newly hired 1.0 FTE Victim Counselor Senior who will be paid for solely out of this grant. This individual will provide counseling, crisis stabilization, and support services to clients and assist with problems resulting from victimization. Additionally, this grant will pay for day-to-day office supplies.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements of this grant.

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.

A 20% county match is required, which amounts to \$15,722. TCJPD will fund this through a portion of a current staff member's salary and benefits.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

This grant does not allow indirect costs.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

This program will not end upon termination of grant funding. The Department intends to request subsequent continuation funding for personnel through proposals submitted to the Federal and State government, as well as private foundations. The County will have the opportunity to consider investment in the staff position as well as other areas of the Victim Services Division.

6. If this is a new program, please provide information why the County should expand into this area.

Travis County Juvenile Probation Department's mission statement is to "Provide for public safety while addressing the needs of juvenile offenders, families, and victims of crime." Currently, the needs of victims of crime outweigh the capacity of TCJPD. These funds will not only enhance the services that TCJPD offers to victims, but it will allow Spanish speaking victims a single point of contact to organize services.

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.

This program will enhance services to victims of crime so that TCJPD is able to meet the demand for services. It will allow TCJPD to communicate more regularly with victims, ensure that all victims that desire services are able to have them, and allow Spanish speaking victims more ease with the process of Victim Services.

The Travis County Commissioners' Court approved the community plan, entitled - "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY2012-FY2015" on December 6, 2011. Nearly 30 Travis County government agencies including Travis County Juvenile Probation Department, school districts, and nonprofit organizations participated in developing the Community Plan. This project addresses Priority A from the Victim Services section. Priority A states: "Travis County needs to increase local capacity to respond to victims of crime." To address this priority, this program will increase the capacity of TCJPD to communicate with victims. By doing this, all victims of crime will have access to high quality services and be able to achieve wholeness.



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: 
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: 
Maya Duff
Grant Coordinator

SUBJECT: Grant Award from the Office of the Governor for Enhancing Services for Victims of Crime

DATE: October 8, 2013

Attached is Travis County Juvenile Probation Department's grant award from the Office of the Governor, Criminal Justice Division for funding to support a new project entitled Enhancing Services for Victims of Crime. \$62,886 has been awarded to fund the salary of a Victim Counselor Senior along with operating expenses. The match of \$15,722 is required and represents 20% of the total project cost. It will cover a portion of the personnel/fringe benefits of a current employee in the Victim Services Division.

The goal of Enhancing Services for Victims of Crime is to enhance the Victim Services division of TCJPD to address existing gaps. Objectives of this program are: 1) increase direct communication with victims; 2) have a single point of contact for all Spanish speaking victims; and 3) ensure that victims receive compensation if they participate in the court ordered restitution program.

Please review this item and place it on the **October 29, 2013** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Cynthia Sayles
Britt Canary
Joe Chavez
Sylvia Mendoza
Lisa Eichelberger
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

October 04, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Ave.
Austin, Texas 78704-5594

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number: VA-13-V30-26568-01 **CFDA or State ID:** 16.575
Program Fund: VA-Victims of Crime Act Formula Grant Program
Grantee Name: PREVIEW - Travis County - PREVIEW -
Project Title: Enhancing Services for Victims of Crime
Grant Period: 09/01/2013 - 08/31/2014
Liquidation Date: 11/29/2014
Date Awarded: October 04, 2013
CJD Grant Manager: David Villafranca

CJD Award Amount: \$62,886.00
Grantee Cash Match: \$15,722.00
Grantee In Kind Match: \$0.00
Total Project Cost: \$78,608.00

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Condition(s) of Funding and Other Fund-Specific Requirement(s):

- ¹ Other Condition of Funding. VOCA assistance funds cannot be used for victim-offender meetings which serve to replace criminal justice proceedings (CFR, Vol. 62, No. 77). For the purposes of this project, only expenses associated with victim-offender meetings that occur after a criminal justice proceeding has been concluded will be eligible for reimbursement.



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

Memorandum

To: CJD Grant Recipients
From: Aimee Snoddy, Deputy Director
Contact: (512) 463-1919
Re: Grantee Responsibilities
Date Awarded: October 04, 2013

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Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



TRAVIS COUNTY FY 13 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"/>
Check One:	Original: <input checked="" type="checkbox"/>	Amendment: <input type="checkbox"/>
Check One:	New Grant: <input checked="" type="checkbox"/>	Continuation Grant: <input type="checkbox"/>
Department/Division:	Juvenile Probation	
Contact Person/Title:	Maya Duff/Grant Coordinator	
Phone Number:	512-854-7046	

Grant Title:	The Eagle Soars: An Educational and Career Development Program		
Grant Period:	From: <input type="text" value="Sep 1, 2013"/>	To: <input type="text" value="Aug 31, 2014"/>	
Fund Source:	Federal: <input type="checkbox"/>	State: <input checked="" type="checkbox"/>	Local: <input type="checkbox"/>
Grantor:	Office of the Governor, Criminal Justice Division		
Will County provide grant funds to a sub-recipient?	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Are the grant funds pass-through from another agency? If yes, list originating agency below.	Yes: <input type="checkbox"/>	No: <input checked="" type="checkbox"/>	
Originating Grantor:			

Budget Categories	Grant Funds	County Cost Share	Budgeted County Contribution #595010 (Cash Match)	In-Kind	TOTAL
Personnel:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Operating:	\$ 102,178	\$ 0	\$ 0	\$ 0	\$ 102,178
Capital Equipment:	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Indirect Costs:	\$ 2,044	\$ 0	\$ 0	\$ 0	\$ 2,044
Totals:	\$ 104,222	\$ 0	\$ 0	\$ 0	\$ 104,222
FTEs:	0.00	0.00	0.00	0.00	0.00

Permission to Continue Information					
Funding Source (Cost Center)	Personnel Cost	Operating Cost	Estimated Total	Filled FTE	PTC Expiration Date
	\$ 0	\$ 0	\$ 0	0.00	

Department	Review	Staff Initials	Comments
County Auditor	<input checked="" type="checkbox"/>	JM	
County Attorney	<input checked="" type="checkbox"/>	JC	

Performance Measures					
#	Measure	Actual FY 11 Measure	Projected FY 12 Measure	Projected FY 13 Measure	Projected FY 14 Measure
+ - Applicable Departmental Measures					
1.	Average length of stay in job training program (in days)	n/a	59	61	63
2.	Number of program materials developed	n/a	20	21	21
3.	Number of program youth served	n/a	96	99	102
+ - Measures for the Grant					
1.	Number of program youth completing program requirements	n/a	82	84	87
Outcome Impact Description		Youth completing the program will have the skills necessary to apply for employment.			
2.	Number of program youth employed	n/a	14	16	16
Outcome Impact Description		Youth completing the program with the skills necessary to obtain employment.			
3.	Number of program youth exhibiting an increase in obtaining a GED	n/a	25	26	27
Outcome Impact Description		Once back in the community, youth are better conditioned to attend classes to complete the required courses.			
4.	Number of program youth who offend or reoffend	n/a	4	4	4
Outcome Impact Description		To increase community safety.			
5.	Number of program youth exhibiting an increase in job skills	n/a	82	84	87
Outcome Impact Description		To increase the likelihood of youth obtaining employment and a reduction of youth recidivating.			

PBO Recommendation:

The Juvenile Probation Department is requesting Commissioners Court approval of a grant award from the Office of the Governor, Criminal Justice Division, for a new vocational and life skills development program in the department. The Eagle Soars: An Educational and Career Development Program, is an enhancement of the Eagle Resources program that was operated by the Juvenile Probation Department from 2010-2013. The program will continue to help provide opportunities for juveniles that reside in the department's Intermediate Sanctions Center that are in the process of re-integrating back into the community.

The total grant amount is \$104,222, with a required indirect cost allotment of \$2,044. There are no long-term funding requirements for this grant.

PBO recommends approval of the award.

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 one?

The Eagle Soars: An Educational and Career Development Program is an enhancement of the Eagle Resource program that TCJPD ran from 2010-2013. The goal of this program is to provide education and career development opportunities to 13-19 year old juveniles who reside in our ISC to enable them to successfully reenter their communities. It fits into the current activities of the department because it is an enhancement of a program that TCJPD initiated with state funding from 2010-2013.

2. Departmental Resource Commitment: What are the long term County funding requirements of the grant?

There are no long term County funding requirements of this grant.

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 county match required.

4. Does the grant program have an indirect cost allocation, in accordance with the grant rules? If not, please explain why not.

2% indirect costs are included for \$2,043.56.

5. County Commitment to the Program Upon Termination of the Grant: Will the program end upon termination of the grant funding: Yes or No? If No, what is the proposed funding mechanism: (1) Request additional funding or (2) Use departmental resources. If (2), provide details about what internal resources are to be provided and what other programs will be discontinued as a result.

This program will not end upon termination of grant funding. TCJPD will request subsequent funding through Federal, State, and private resources. The County will have an opportunity in the future to invest in The Eagle Soars: An Educational and Career Development Program.

6. If this is a new program, please provide information why the County should expand into this area.

The County should consider expanding into this area through the enhancement of services because successful reentry is critical in order to improve employment prospects of youth and prevent recidivism.

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 department intends to assess risks and needs of the youth and provide a wraparound of services to address their educational and vocational needs in order to foster successful re-integration back to the community. By doing this TCJPD will increase public safety and reduce recidivism.

The Commissioners' Court of Travis County approved the "Travis County Community Plan for Coordination of Criminal Justice and Related Activities FY 2012-FY 2015" on December 6, 2011. Over 15 local nonprofit organizations, school districts, and government agencies (including Travis County Juvenile Probation Department) participated in the planning process, which began in March 2011. This project directly addresses the plan's section on Juvenile Justice, Priority A, which states "Travis County is in need of intervention services for juvenile offenders, gang involved youth, and their families" through "implementing a service delivery system that should include providers who help enable smooth transitions to community and adult services, if necessary."



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Aerin Toussaint, PBO
Budget Analyst

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

THROUGH: Maya Duff
Maya Duff
Program Coordinator

SUBJECT: Approval of Grant Award from the Office of the Governor for The Eagle Soars: An Educational and Career Development Program

DATE: October 7, 2013

Attached is Travis County Juvenile Probation Department's grant award from the Office of the Governor, Criminal Justice Division for funding to support a new program entitled The Eagle Soars: An Educational and Career Development Program. \$104,221.56 has been awarded to support this program.

The goal of The Eagle Soars: An Educational and Career Development Program is to build off of the success of the Eagle Resource Project that TCJPD offered to youth from 2010-2013. This program will prepare youth for successful reentry in the community, with success in both the long and short term.

Please review this item and place it on the **October 29, 2013** Commissioner's Court agenda for their consideration and action. Please contact Maya Duff at 4-7046 for further information.

Thank you in advance for your attention to this request.

CC: Jim Connolly
Jessie Mars
Lisa Eichelberger
Darryl Beatty
Jim Gobin
Sylvia Mendoza
Grant File



State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

October 04, 2013

The Honorable Samuel Biscoe
County Judge
PREVIEW - Travis County - PREVIEW -
2515 South Congress Ave.
Austin, Texas 78704-5594

Dear Judge Biscoe:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at <https://eGrants.governor.state.tx.us> and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button. Grants must be accepted within 45 calendar days of the date the award was issued.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants. The Guide to Grants, also on the website, contains answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

If you have any questions regarding this award, feel free to contact your grant manager, whose name is referenced in the attached Statement of Grant Award or you may always contact our office via the eGrants Help Desk at eGrants@governor.state.tx.us.

We look forward to working with you to ensure the success of your program.

A handwritten signature in black ink, appearing to read "Chris Burnett".

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	SF-14-J20-26566-01	CFDA or State ID:	00.421
Program Fund:	SF-State Criminal Justice Planning (421) Fund		
Grantee Name:	PREVIEW - Travis County - PREVIEW -		
Project Title:	The Eagle Soars: An Educational and Career Development Program		
Grant Period:	09/01/2013 - 08/31/2014		
Liquidation Date:	11/29/2014		
Date Awarded:	October 04, 2013		
CJD Grant Manager:	Cherryl Charlet		

CJD Award Amount:	\$104,221.56
Grantee Cash Match:	\$0.00
Grantee In Kind Match:	\$0.00
Total Project Cost:	\$104,221.56

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Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.



Travis County Commissioners Court Agenda Request

Meeting Date: 10/29/13

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

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Judge Samuel T. Biscoe

som
JB

AGENDA LANGUAGE:

Consider and take appropriate action on the following items for Human Resources Management Department:

- A. Proposed routine personnel amendments; and
- B. Non-routine salary adjustment from Constable 2's Office for a variance to Travis County Code § 10.03002, salary adjustment greater than 10% above midpoint.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 9.

B. Non-Routine Personnel Action – Pages 10 - 13.

Constable 2's Office requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

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

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

N/A

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

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

REQUIRED AUTHORIZATIONS:

Todd Osburn, Human Resources Management Department, 854-2744

~~Debbie~~ Debbie Maynor, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials should be submitted as a pdf to the County Judge's office, agenda@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

October 29, 2013

ITEM # :

DATE: October 18, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Pct. 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *LB*

FROM: Debbie Maynor, Director, HRMD *DM*

SUBJECT: Weekly Personnel Amendments

Attached are Personnel Amendments for Commissioners Court approval.

A. Routine Personnel Actions – Pages 2 – 9.

B. Non-Routine Personnel Action – Pages 10 - 13.

Constable 2's Office requests approval for a salary adjustment that exceeds 10% above midpoint - Travis County Code § 10.03002. HRMD has reviewed the supporting documentation and recommends approval; this request is consistent with the intent of County personnel policies. The Planning and Budget Office has confirmed sufficient funds.

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

LB/DM/TLO

Attachments

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

WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
New Hire	New Hire	New Hire	10/21/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005348 / Social Services Program C / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$49,968.00
New Hire	New Hire	New Hire	10/16/2013	N/A	N/A	1850 - Health and Human Sv and Vet Sv	30005416 / Accountant Assoc / 1 - Regular / 02 - Full Time Non-Exempt / GRD14 / 00 / \$37,211.20
New Hire	New Hire	New Hire	10/14/2013	N/A	N/A	2000 - County Auditor	30050180 / Aud BI Dev Analyst II / 1 - Regular / 01 - Full Time Exempt / GRD25 / 00 / \$93,000.00
New Hire	New Hire	New Hire	10/16/2013	N/A	N/A	3050 - Tax Collector	30000123 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,519.63
New Hire	New Hire	New Hire	09/24/2013	N/A	N/A	3150 - County Clerk	30006534 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00
New Hire	New Hire	New Hire	10/21/2013	N/A	N/A	3500 - Sheriff	30006039 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	New Hire	10/21/2013	N/A	N/A	3500 - Sheriff	30002883 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50
New Hire	New Hire	New Hire	10/21/2013	N/A	N/A	3500 - Sheriff	30001993 / Registered Nurse Charge N / 1 - Regular / 02 - Full Time Non-Exempt / GRD22 / 00 / \$69,473.66

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt
New Hire	New Hire	10/01/2013	N/A	3650 - Juvenile Probation	30004336 / Juvenile Rsdnt Treatment / 2 - Temporary / 05 - Hourly - Retmt / GRD12 / 00 / \$13.59		
New Hire	New Hire	10/14/2013	N/A	3650 - Juvenile Probation	30004464 / Cook / 1 - Regular / 02 - Full Time Non-Exempt / GRD08 / 00 / \$23,483.20		
New Hire	New Hire	10/14/2013	N/A	3650 - Juvenile Probation	30004448 / Cook / 1 - Regular / 02 - Full Time Non-Exempt / GRD08 / 00 / \$23,483.20		
Re-Hire	Re-Hire	10/14/2013	N/A	3050 - Tax Collector	30005851 / Administrative Asst / 2 - Temporary / 05 - Hourly - Retmt / GRD13 / 00 / \$14.54		
Re-Hire	Re-Hire	10/15/2013	N/A	3150 - County Clerk	30006465 / Elections Early Voting Cl / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$10.00		
Re-Hire	Re-Hire	10/07/2013	N/A	3150 - County Clerk	30006826 / Elections Operations Cler / 2 - Temporary / 06 - Hourly - No Bnf / NCF01 / 00 / \$14.00		
Mobility	Career Ladder	10/16/2013	3455 - Constable Pct 2	30001750 / Constable Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD61 / 01 / \$49,686.62	3455 - Constable Pct 2	30001750 / Constable Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD62 / 01 / \$53,164.59	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005881 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005881 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005883 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005883 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82
Mobility	Career Ladder	10/15/2013	3500 - Sheriff	30002809 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002809 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	10/15/2013	3500 - Sheriff	30002522 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002522 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	10/29/2013	3500 - Sheriff	30002454 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002454 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27
Mobility	Career Ladder	10/11/2013	3500 - Sheriff	30002681 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002681 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30002472 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002472 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	10/11/2013	3500 - Sheriff	30002904 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002904 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description		Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30002308 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002308 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30002214 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002214 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005885 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005885 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82	
Mobility	Career Ladder	10/29/2013	3500 - Sheriff	30002718 / Cadet / 1 - Regular / 02 - Full Time Non-Exempt / GRD80 / 01 / \$38,919.50	3500 - Sheriff	30002718 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	
Mobility	Career Ladder	10/08/2013	3500 - Sheriff	30002820 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002820 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005880 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005880 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82	
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005886 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005886 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82	
Mobility	Career Ladder	10/31/2013	3500 - Sheriff	30005894 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30005894 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26	

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Career Ladder	10/10/2013	3500 - Sheriff	30005884 / Law Enforcement Sheriff Deputy / 1 - Regular / 02 - Full Time Non-Exempt / GRD72 / 01 / \$52,301.81	3500 - Sheriff	30005884 / Law Enforcement Sheriff Deputy Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD74 / 01 / \$55,962.82
Mobility	Career Ladder	10/08/2013	3500 - Sheriff	30002506 / Corrections Officer / 1 - Regular / 02 - Full Time Non-Exempt / GRD81 / 01 / \$44,368.27	3500 - Sheriff	30002506 / Corrections Officer Sr / 1 - Regular / 02 - Full Time Non-Exempt / GRD83 / 01 / \$48,226.26
Mobility	Career Ladder	10/16/2013	3650 - Juvenile Probation	30004360 / Juvenile Detention Officer II / 1 - Regular / 02 - Full Time Non- Exempt / GRD14 / 00 / \$35,639.81	3650 - Juvenile Probation	30004360 / Juvenile Detention Officer III / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$37,421.80
Mobility	Promotion	10/16/2013	1700 - Transportation and Nat Rsrc	30004658 / Accountant / 1 - Regular / 01 - Full Time Exempt / GRD17 / 00 / \$43,347.82	1700 - Transportation and Nat Rsrc	30004663 / Financial Analyst / 1 - Regular / 01 - Full Time Exempt / GRD18 / 00 / \$45,515.21
Mobility	Promotion (Temporary Assignment Ended 9/30/13)	10/01/2013	1800 - Rcd Mgmt and Comm Rsrc	30005199 / Office Asst / 1 - Regular / 02 - Full Time Non- Exempt / GRD10 / 00 / \$43,260.67	1800 - Rcd Mgmt and Comm Rsrc	30005215 / Reprographics Production Tech Supv / 1 - Regular / 02 - Full Time Non- Exempt / GRD15 / 00 / \$43,260.67
Mobility	Promotion	10/16/2013	3150 - County Clerk	30000954 / County/District Clerk Div Dir / 1 - Regular / 01 - Full Time Exempt / GRD26 / 00 / \$90,794.95	3150 - County Clerk	30000982 / Court Services Director / 1 - Regular / 01 - Full Time Exempt / GRD28 / 00 / \$93,600.00
Mobility	Promotion	10/16/2013	3500 - Sheriff	30002842 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$31,145.99	3500 - Sheriff	30002674 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50
Mobility	Promotion	10/31/2013	3500 - Sheriff	30006029 / Security Coord / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$32,093.15	3500 - Sheriff	30002696 / Cadet / 1 - Regular / 02 - Full Time Non- Exempt / GRD80 / 01 / \$38,919.50

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WEEKLY PERSONNEL AMENDMENTS - ROUTINE

		CURRENT			NEW	
Action Type Description	Action Reason Description	Action Effective Date	Current Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt	New Personnel Area	Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary/Rate Amt
Mobility	Promotion	10/14/2013	3650 - Juvenile Probation	30004404 / Juvenile Rsdnt Treatment Officer III / 1 - Regular / 02 - Full Time Non-Exempt / GRD15 / 00 / \$36,421.44	3650 - Juvenile Probation	30004181 / Juvenile Shift Supv / 1 - Regular / 01 - Full Time Exempt / GRD20 / 00 / \$48,530.77
Mobility	Temporary to Regular	10/18/2013	1450 - Facilities Management	3000562 / Building Operations Worker / 2 - Temporary / 05 - Hourly - Reimt / GRD12 / 00 / \$13.59	1450 - Facilities Management	3000567 / Building Operations Worker / 1 - Regular / 02 - Full Time Non-Exempt / GRD12 / 00 / \$28,262.42
Mobility	Temporary to Regular	10/16/2013	3050 - Tax Collector	30005650 / Administrative Asst I / 2 - Temporary / 05 - Hourly - Reimt / GRD13 / 00 / \$14.54	3050 - Tax Collector	30000125 / Tax Specialist I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$30,238.83
Salary Change	Salary/Hourly Rate Change	10/01/2013	1800 - Rcd Mgmt and Comm Rsrc	30005207 / Records Analyst / 1 - Regular / 02 - Full Time Non-Exempt / GRD17 / 00 / \$43,958.66		GRD17 / 00 / \$49,518.98

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FY 14 BUDGET CLASSIFICATION CHANGES							
Personnel Area	Position #	Current			HRMD Recommends		
		Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
TNR	30004829	Park Supervisor I / 20000015	E	16	Park Supervisor II / 20000016	E	17
Juvenile Probation	30003962	Juv Probation Deputy Chief / 20000324	E	30	Asst Chief Juvenile Probation	E	31
Civil Service Comm	30005136	Civil Service Coord / 20000115	E	21	Civil Service Commission Program Director	E	23
TCSO	30002949	Marketable Skills Program Supv / 20000048	E	19	Marketable Skills Program Manager	E	21
TCSO	30003119	Social Services Mgr / 20000200	E	19	Victim Witness Division Director / 20000293	E	25
TCSO	30002019	Social Services Mgr / 20000200	E	19	CES Manager / 20000326	E	24
TCSO	30002029	Social Services Mgr / 20000200	E	19	CES Manager / 20000326	E	24

Departments submitted reclassification requests in FY 14 budget in order to meet departmental needs. PBO has confirmed funding available.

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FY 14 BUDGET CLASSIFICATION CHANGES

Personnel Area	Position #	Current			HRMD Recommends		
		Budgeted Title / Job Object ID	FLSA	Pay Grade	Budgeted Title / Job Object ID	FLSA	Pay Grade
TCSO	30003005,	Office Specialist Sr / 20000095	NE	13	Corrections Specialist	NE	14
	30003006,						
	30003009,						
	30003010,						
	30003012,						
	30003013,						
	30003014,						
	30003015,						
	30003017,						
	30003018,						
	30003020,						
	30003022,						
	30003023,						
	30003024,						
	30003025,						
	30003026,						
	30003027,						
	30003028,						
	30003029,						
	30003031,						
30050211,							
30050212,							
30003127,							

Departments submitted reclassification requests in FY 14 budget in order to meet departmental needs. PBO has confirmed funding available.

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NON-ROUTINE SALARY CHANGE ACTION				
Dept. (From)	CURRENT Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Dept. (To)	NEW Position / Position Title / Employee Group / Employee Subgroup / Grade / Level / Salary / Rate Amt	Comments
3455 - Constable Pct 2	30001766 / Court Clerk I / 1 - Regular / 02 - Full Time Non-Exempt / GRD13 / 00 / \$40,028.38	3455 - Constable Pct 2	GRD13 / 00 / \$42,529.00	Salary adjustment. Pay is greater than 10% above midpoint, Travis County Code § 10.03002.

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

Samuel T. Biscoe, County Judge

Ron Davis, Commissioner, Pct. 1

Bruce Todd, Commissioner, Pct. 2

Gerald Daugherty, Commissioner, Pct. 3

Margaret Gomez, Commissioner, Pct. 4

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HRMD *Human Resources Management Department*

700 Lavaca Street, 4th Floor • P.O. Box 1748 • Austin, Texas 78767 • (512) 854-9165 / FAX(512) 854-4203

MEMORANDUM

DATE: October 18, 2013

TO: Samuel T. Biscoe, County Judge
Ron Davis, Commissioner, Precinct 1
Bruce Todd, Commissioner, Precinct 2
Gerald Daugherty, Commissioner, Precinct 3
Margaret Gomez, Commissioner, Precinct 4

VIA: Leslie Browder, County Executive, Planning and Budget *JB*

FROM: Debbie Maynor, Director of Human Resources *DM*

SUBJECT: CN 2 Non-Routine Salary Action, Position 30001766

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

CN 2 Request:

Constable Precinct 2 (CN 2) requests approval to increase the salary of one Court Clerk I (PG 13) by 6.2 percent. The total dollar increase is \$2,500.62. The resultant salary would be at or above midpoint + 10%. The proposed action would apply to the following position:

<u>Position #</u>	<u>Title</u>	<u>Current Salary</u>	<u>Proposed Salary</u>
30001766	Court Clerk I	\$40,028.38	\$42,529.00

Policy

Travis County Code §10.03002(b) states that existing employees may be moved along a pay range with permanent salary savings at the manager's discretion. Movement greater than 10% above midpoint requires Commissioners Court approval.

Issue

The action is non-routine by policy since the proposed increase would place the employee beyond midpoint + 10% of the pay grade.



Recommendation

HRMD recommends approval of CN 2's proposed salary action. The employee is currently slightly below the midpoint + 10%, the proposed increase is not substantial and is consistent with the aim of the policy. The action would be effective October 17, 2013. The Planning & Budget Office has verified sufficient funding exists for the action.



ADAN BALLESTEROS

TRAVIS COUNTY CONSTABLE PRECINCT 2

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



DATE: 10/16/2013

FROM : BRYON CURTIS – OFFICE MGR CN2

RE: SALARY INCREASE FOR POSITION # 30001766 DEPT 32.

TO: HRMD- CYNTHIA LAM-ROLDAN

2013 OCT 21 AM 11:40
PERSONNEL

Cynthia,

We are requesting a non-routine (above 10%) increase in pay for position # 30001766. This person goes above and beyond daily and the pay increase is intended to retain and prevent this person from seeking a position elsewhere. This person exhibits leadership and is in a mission critical position for us. This person's performance directly impacts the performance of this office. This person more than deserves and increase and has the support of administrative staff and the elected official on this salary increase. This person increasingly takes on additional duties that are not in the job description without complaint or asking for additional compensation. Please accept this memo in support of a pay increase for position# 30001766.

Thanks,
Bryon Curtis
Office Manager CN2.



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

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

Elected/Appointed Official/Dept. Head: Leslie Browder, County Executive, Planning & Budget *JB*

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 \$701,263.92 for the period of October 11 to October 17, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

See attached.

STAFF RECOMMENDATIONS:

The Director or Benefits 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 \$701,263.92.

ISSUES AND OPPORTUNITIES:

See attached.

FISCAL IMPACT AND SOURCE OF FUNDING:

Employee Health Benefit Fund (8956) – \$701,263.92

REQUIRED AUTHORIZATIONS:

John Rabb, 854-2742

Jessica Rio, 854-9106

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must be submitted as a pdf to Agenda@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: October 29, 2013

TO: Members of the Travis County Commissioners Court

FROM: John Rabb, Benefits 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: October 11, 2013 to October 17, 2013

REIMBURSEMENT REQUESTED FOR THIS PERIOD: \$701,263.92

HRMD RECOMMENDATION: The Director or Benefits 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 \$701,263.92.

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
OCTOBER 11, 2013 TO OCTOBER 17, 2013**

- 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) (Bank of America)**
- 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: October 29, 2013
 TO: Nicki Riley, County Auditor
 FROM: Norman McRee, HR Financial Analyst
 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: October 11, 2013
 TO: October 17, 2013

REIMBURSEMENT REQUESTED: \$ 701,263.92

SUPPORTING DETAIL FOR REIMBURSEMENT REQUESTED:

NOTIFICATION OF AMOUNT OF REQUEST FROM UHC*:	\$ 2,022,775.40
LESS: REIMBURSEMENTS PREVIOUSLY APPROVED BY COMMISSIONERS COURT: Oct 22, 2013	\$ (1,321,181.23)
Misc Adj	\$ (330.25)
TOTAL CLAIMS REIMBURSEMENT REQUESTED BY UHC FOR THIS WEEK**:	\$ 701,263.92
TRANSFER OF FUNDS REQUESTED:	\$ 701,263.92

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 \$82,224.03) 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.

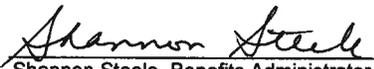
Fifteen percent (15%) of all claims under \$25,000 (\$94,949.41) have been audited for data entry accuracy and the following information is correct for each claim identified for this random review: date of service, eligibility, nature of service, name of and amount billed by provider, date and amount paid by UHC. Claims in this random audit met the above requirements but may qualify for more detailed analysis through other resources.

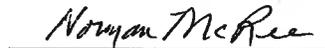
All claims have been reviewed to determine if they have exceeded the \$275,000 stop loss limit. Claims that have exceeded the limit will be reimbursed by Sun Life; claims expenses are credited in the fiscal year reimbursed. Cumulative fiscal year stop loss reimbursements from Sun Life total \$0.

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.

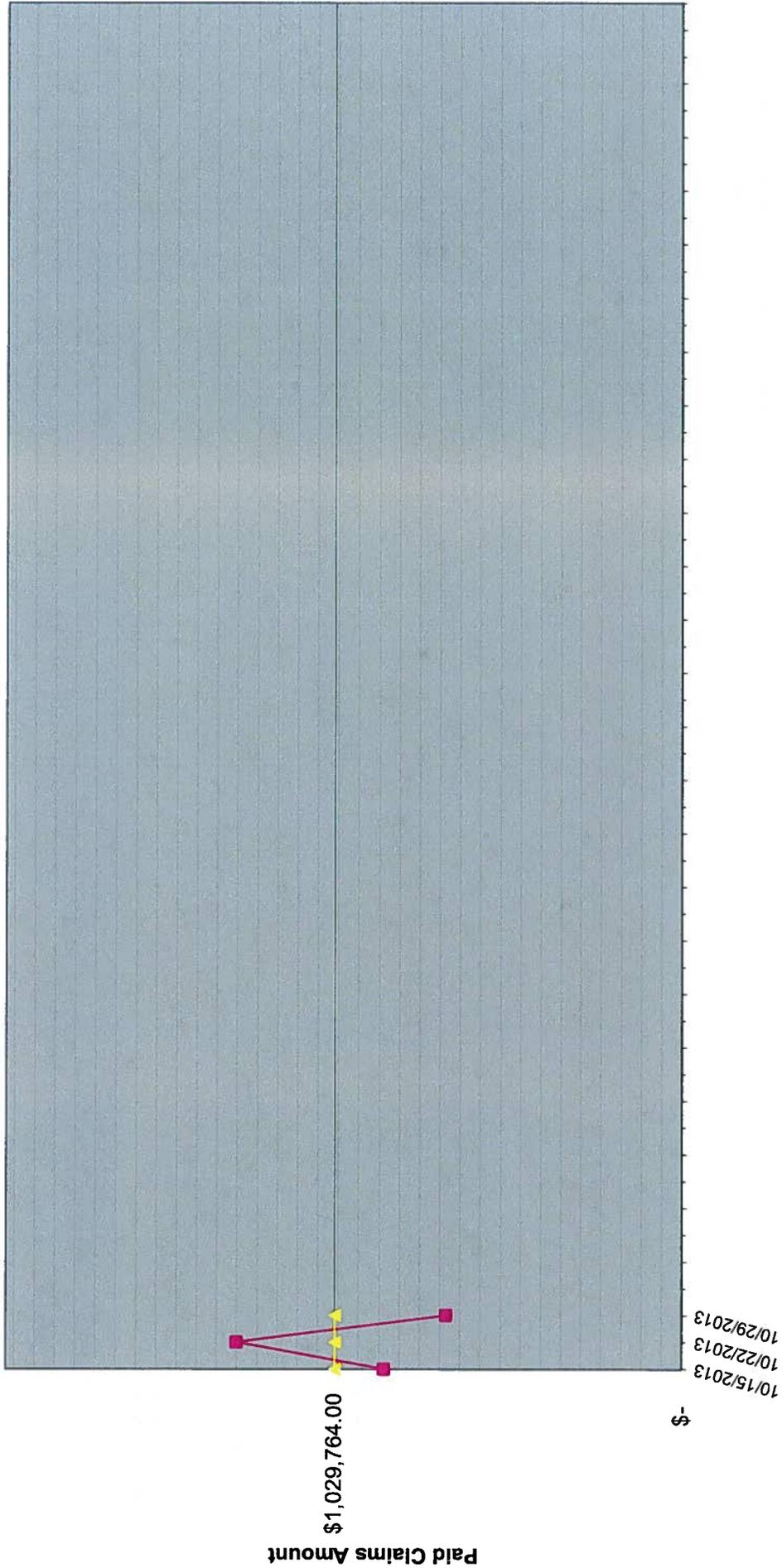

 John Rabb, Benefits Manager 10/18/13
Date


 Shannon Steele, Benefits Administrator 10/18/13
Date


 Norman McRee, Financial Analyst 10/18/13
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 FY14 Paid Claims vs Weekly Claims Budget of \$1,029,764.52



Commissioners Court Date

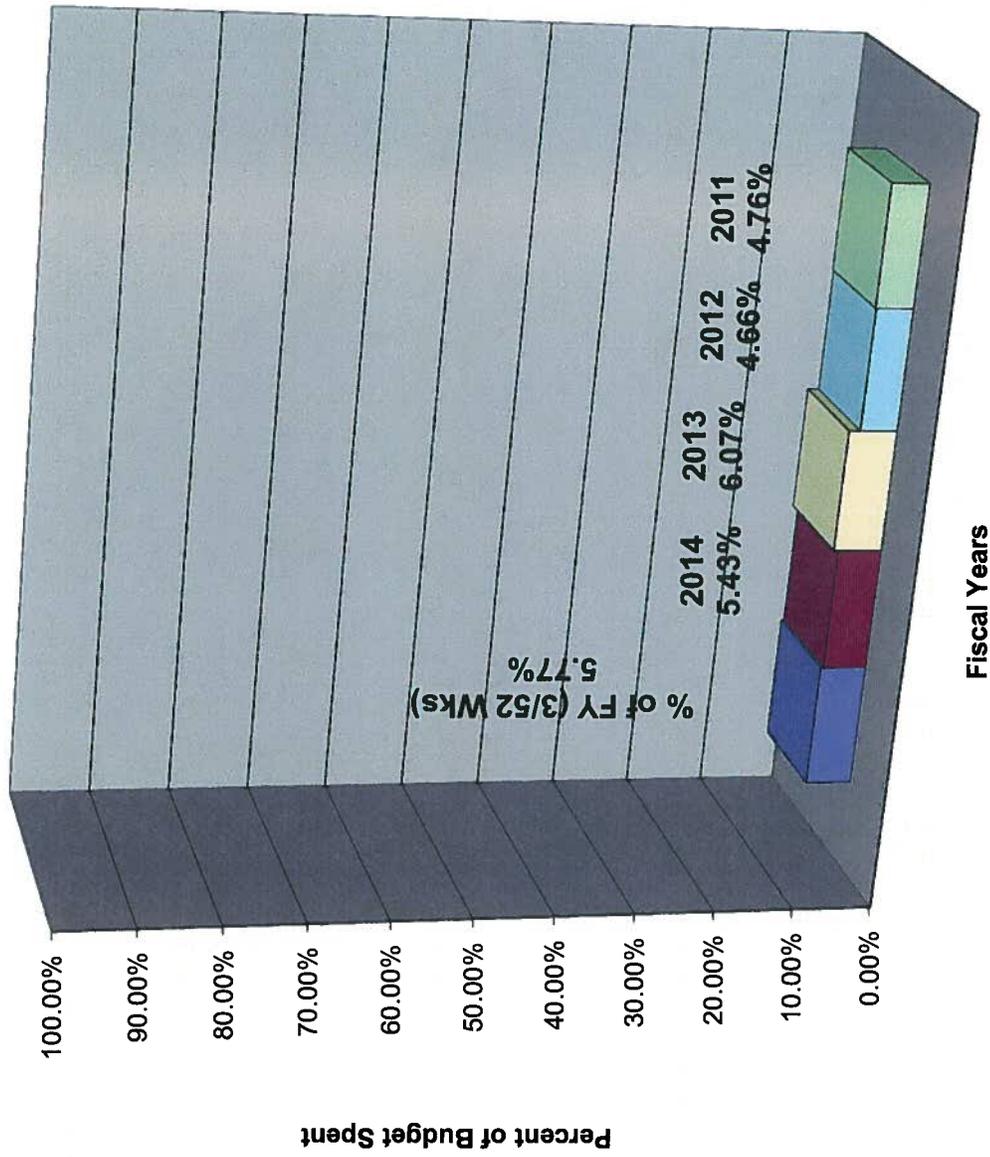
**Travis County Employee Benefit Plan
FY14 Weekly Paid Claims VS Weekly Budgeted Amount**

Wk	Period from	Period To	Voting Session Date	Pd Claims Request Amount	Budgeted Weekly Claims	# of Large Claims	Total of Large Claims	FY 2014 % of Budget Spent	FY 2013 % of Budget Spent
1	9/27/2013	10/3/2013	10/15/2013	\$ 885,221.27	\$ 1,029,764.52	5	\$ 195,295.06	1.65%	1.68%
2	10/4/2013	10/10/2013	10/22/2013	\$ 1,321,181.23	\$ 1,029,764.52	1	\$ 164,720.00	4.12%	4.42%
3	10/11/2013	10/17/2013	10/29/2013	\$ 701,263.92	\$ 1,029,764.52	1	\$ 82,224.03	5.43%	6.07%
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Claims (net) & Budget to Date	\$ 2,907,666.42	\$ 3,089,293.56	stop loss	\$ -
Gross Paid Claims over (under) Original Budget	\$ (181,627.14)			

note: Not predictive of impact on reserve, intended to show relationship of weekly claims cost to weekly budget.

Comparison of Claims to FY Budgets Week 3



Created 10-24-13 @ 4:42 pm



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Secured Message

[Reply](#) [ReplyAll](#)

From: SIFSFX@UHC.COM
To: NORMAN.MCREE@CO.TRAVIS.TX.US
Date: October 18, 2013 5:33:04 AM GMT
Subject: Secure Message from sifsfax@uhc.com

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: 2013-10-18 REQUEST AMOUNT: \$2,022,775.40

CUSTOMER ID: 00000701254
CONTRACT NUMBER: 00701254 00709445
BANK ACCOUNT NUMBER: 385015850067 ABA NUMBER: 011900445
FUNDING ADVICE FREQUENCY: DAILY
FREQUENCY: FRIDAY INITIATOR: CUST METHOD: ACH BASIS: BALANCE

CALCULATION OF REQUEST AMOUNT

+ ENDING BANK ACCOUNT BALANCE FROM: 2013-10-17	\$700,650.08
- REQUIRED BALANCE TO BE MAINTAINED:	\$2,668,041.00
+ PRIOR DAY REQUEST:	\$00.00
= UNDER DEPOSIT:	\$1,967,390.92
+ CURRENT DAY NET CHARGE:	\$55,384.48
+ ISSUED CREDIT AMOUNT:	\$00.00
+ FUNDING ADJUSTMENTS:	\$00.00
REQUEST AMOUNT:	\$2,022,775.40

ACTIVITY FOR WORK DAY: 2013-10-14

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE
0632	\$47,991.01	\$00.00	\$47,991.01
TOTAL:	\$47,991.01	\$00.00	\$47,991.01

ACTIVITY FOR WORK DAY: 2013-10-15

CUST PLAN	CLAIM	NON CLAIM	NET CHARGE

UNITED HEALTHCARE CHECK REGISTER FOR TRAVIS COUNTY SUBMITTED 2013_10_17

CONTR_NBR	PLN_ID	TRANS_AMT	SRS_DESG_NBR	CHK_NBR	GRP_ID	CLM_ACCT_NBR	ISS_DT	TRANS_TYP_CD	TRANS_DT	WK_END_DT
701254	632	\$ 0.51	QG	41874508	AH	11	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.50	QG	41873276	AA	9	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.36	QG	71864262	AH	6	10/11/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AA	5	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	1	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	1	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	7	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	1	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	9	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	1	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AH	2	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ 0.01	QG	11883653	AE	9	10/14/2013	100	10/16/2013	10/17/2013
701254	632	\$ (13.12)	QG	11640311	AA	12	10/8/2013	50	10/15/2013	10/17/2013
701254	632	\$ (14.04)	QG	11167014	AE	11	10/9/2013	50	10/16/2013	10/17/2013
701254	632	\$ (61.26)	QG	92166742	AE	9	3/4/2013	50	10/16/2013	10/17/2013
701254	632	\$ (69.12)	QG	61717792	AE	16	8/8/2013	50	10/18/2013	10/17/2013
701254	632	\$ (102.81)	QG	81735979	AH	1	8/5/2013	50	10/16/2013	10/17/2013
701254	632	\$ (250.00)	QG	92562276	AE	9	7/22/2013	50	10/16/2013	10/17/2013
701254	632	\$ (788.08)	QG	61696414	AH	1	10/9/2013	50	10/16/2013	10/17/2013

701,263.92

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

For the payment week ending: 10/17/2013

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

Travis County - Employee Health Benefits Fund (8956)

Journal Entry for the Reimbursement to United Health Care

For the payment week ending: 10/17/2013

Type	EE/RR	Cost Center	G/L Account	Transaction Amount
CEPO	EE	1110068956	516010	\$ 65,516.83
	RR	1110068956	516110	\$ 4,861.43
			Total CEPO	\$ 70,378.26
EPO	EE	1110068956	516030	\$ 126,485.61
	RR	1110068956	516130	\$ 7,699.53
			Total EPO	\$ 134,185.14
PPO	EE	1110068956	516020	\$ 395,429.83
	RR	1110068956	516120	\$ 101,270.69
			Total PPO	\$ 496,700.52
			Grand Total	\$ 701,263.92



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Kristine Nilsen, 854-4820

JKM

Elected/Appointed Official/Dept. Head: Leslie Browder, 854-9106

Commissioners Court Sponsor: Samuel T. Biscoe, Travis County Judge

SB

AGENDA LANGUAGE:

a) Review and approve tuition reimbursements for employees who have completed classes in accordance with the Tuition Reimbursement Program §10.020 – §10.022.

b) Approve request and authorize the County Auditor and Treasurer's Office to reimburse employees as listed.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

A total of seventy-one (71) requests for Spring 2013 semester are listed on the attached spreadsheet.

The Tuition Reimbursement Program is an employee benefit approved by the Commissioners Court. The Human Resources Management Department has confirmed that employees listed have met the established criteria for reimbursement. Each employee's file consists of:

- the tuition reimbursement request form
- a course description
- fee receipt
- official grade

STAFF RECOMMENDATIONS:

HRMD recommends approval.

ISSUES AND OPPORTUNITIES:

NA

FISCAL IMPACT AND SOURCE OF FUNDING:

The total reimbursement amount requested for your approval is \$53,494.40. Sufficient funds have been accrued in account 111 003 0001 513070 for tuition reimbursements for these classes taken in the 2013 Spring semester. After these reimbursements, the remaining balance in this account for reimbursements is \$113,945.60.

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

REQUIRED AUTHORIZATIONS:

Kim Austin-Smith, Human Resources Management Department, 854-4707

Debbie Maynor, Human Resources Management Department, 854-9170

Leslie Browder, Planning and Budget Office, 854-9106

County Auditor's Office 854-9125

County Treasurer's Office 854-9365

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

SP 2013 Req.xlsx

Sem Code	Last Name	First Name	Dept.	Job Title	Vendor #	1st Course	2nd Course	3rd Course	Amount to Refund
SP13-001	Abou-Hamdan	Chantelle	JP5	Court Clerk I	10003342	Alternative Dispute Resolution	Legal Theory & Analysis		1000.00
SP13-002	Alvarez	James	HRMD	Risk Specialist Assistant	10001933	Micro Economics			1000.00
SP13-003	Auckland	Shaun	TNR-EQ	Environmental Prog. Spec		Environmental Law			1000.00
SP13-004	Baltierra	Michael	TCSO	Security Coordinator	10003699	Research in Criminal Justice	Functions of American Government		1000.00
SP13-005	Becerra	Jose	Criminal Court	Bailiff	1004796	Fundamentals of Criminal Law	Texas and Local Government		376.00
SP13-006	Bell	Olivia Denise	County Clerk	Exec Asst. to County Clerk		Texas and Local Government			376.00
SP13-007	Benbenek	Charlotte	AgriLife Ext.	Project Manager	10004935	Leadership in Action Research	Global Leadership Perspective		1000.00
SP13-008	Biagas	Monica	TCSO	Lic Voc Nurse	10002759	Nursing Pathophysiology	Intro to Prof Nursing for Integrated Programs		620.00
SP13-009	Bolfin	Sara	County Attny	Legal Secretary	10004335	United States Government	Micro Bio for Health Sciences		666.40
SP13-010	Bouldin	Glynis	TCSO	Corrections Ofcr, Sr	10004082	Learning and Memory	Abnormal Psychology		1000.00
SP13-011	Brooks	Janie	Emerg Services	Deputy Fire Marshal	10001441	Leadership Fire/ Emg Service	Principle of School Safety		1000.00
SP13-012	Burkhardt	Brent	TCSO	Corrections Ofcr, Sr	10003330	Organizational Behavior & HR	IT & Business Information	Business Finance	1000.00
SP13-013	Butler	Justin	TCCC	Corrections Officer II		Criminal Investigation	Juvenile Justice System		376.00
SP13-014	Chavez Salas	Gloria	Facilities	Housekeeper		English Comp I	Math		228.00
SP13-015	Churchwell	Brandy	TCSO	Corrections Ofcr, Sr		US History II			576.80
SP13-016	Davis	Bradley	TCCC	Corrections Officer		Texas Peace Officer Skills			352.80
SP13-017	Davis	Deloris	TCHHS	Caseworker	10003057	Philosophy of Social Work			1000.00
SP13-018	Deleon	Orlando	TCSO	Corrections Ofcr, Sr		English Comp I	Police Systems and practices		376.00
SP13-019	Derrick	William	Starflight	Nurse	10004513	Population Health	Diagnostic Methods and Procedures		1000.00
SP13-020	Dimas	Nancy	Constable 1	Court Clerk		Legal Writing			188.00
SP13-021	Ervin	Kenneth	District Attorney	Assistant District Attorney	10002840	Spelling Skills	Vocabulary		376.00
SP13-022	Fernandes	Martin	TCSO	Corrections Ofcr, Sr	10004367	Court Systems and Practices	United States History		393.60
SP13-023	Fraga-Araujo	Ana	District Clerk	Court Clerk Asst	10003777	Public Personnel Administration	Basic Political Ideas	Intro to Public Admin	1000.00
SP13-024	Garnett	Zetta	HRMD	Benefits Asst. SR	1001883	Introduction to Computers			1000.00
SP13-025	Gonzales	Alicia	TCSO	Security Coordinator	10001423	Intro to Criminal Justice	Court Systems and Practices	Polic Sys and Pract	752.00
SP13-026	Gould	Tiffany	County Clerk	Court Clerk Asst	10001544	Technical Writing	Complex Organizations		1000.00
SP13-027	Guerrero	Mandiyn	TCJ	Cadet		Introduction to Computers	Ethics in Criminal Justice		416.00
SP13-028	Haun	Bryan	TCSO	Sr. Deputy	10000572	Psychology of Social Interaction	American History 1763-1877		1000.00
SP13-029	Herrera IV	Albert	TCSO	Security Coordinator		Weight Training I			103.20
SP13-030	Hollyfield	Tyson	TNR	Road Maint. Worker	10003107	Conceptual Physics			290.40
SP13-031	Huff	Holly	Auditor	Associate Auditor II	10004748	Accountin Information Systems	Accounting Ethics		1000.00
SP13-032	Huff	Michelle A	Juvenile Prob	JPO III	10002867	Foundation Social Work Practice III	Foundation Field II		1000.00
SP13-033	Hurt	Timothy	TCSO	Corrections Officer, Sr	10003227	Terrorism in the US	Comporitive Criminal Justice		1000.00
SP13-034	Jaimes	Maria	Juv Prob	Court Clerk	10002997	Elem. Algebra	Composition I		416.00
SP13-035	Jarmon	Etta	Juv Prob	Office Manager	10000138	Business Law			1000.00
SP13-036	Jensen	Christina	TNR	Financial Analyst, Sr.	10003086	Information Management	Ethical and Legal Issues		1000.00
SP13-037	Lechler	Paula	TCSO	Office Specialist, Sr		Evidence	Civil Litigation		376.00

SP 2013 Req.xlsx

SP#	Name	Position	Department	Grade	Rate
SP13-038	Lee	Auditor	Associate Auditor		188.00
SP13-039	McManus	TCSO	Instructor	Business Applications in Accounting	820.00
SP13-040	Maklef	Civil Courts	System Engineer II	Criminal Justice Process	1000.00
SP13-041	Marion	Residential Serv	RTO III	Management Information Systems	1000.00
SP13-042	Martinez	County Clerk	Recording Spec III	Learning and Memory	1000.00
SP13-043	Martinez	TCSO	Corrections Officer	Principles of Accounting III	1000.00
SP13-044	Meurer	ITS	Customer Support Spec	Special Offenders & Special Needs	1000.00
SP13-045	Montonera	ME	Forensic Autopsy	Systems Analysis and Design	1000.00
SP13-046	Nilsen	HRMD	HR Specialist, Sr.	Principles of Forensic Science	1000.00
SP13-047	Noble	CSCD	Adult Probation Officer	Applied Organizational Psychology	1000.00
SP13-048	O'Farrell	TCSO	Corrections Sergeant	Classroom and Behavior Mgmt for Students	1000.00
SP13-049	Padilla	Criminal Court	Judicial Aide Specialist	Finance and Budgeting in Justice and Security	1000.00
SP13-050	Palacios	TCCES	Counselor Sr.	Abnormal Human Behavior	1000.00
SP13-051	Parrish	TCSO	Corrections Officer, Sr	Data Analysis	1000.00
SP13-052	Paz	TCSO	Corrections Officer, Sr	Criminology	1000.00
SP13-053	Peikert	TCSO	Counselor	EDST	1000.00
SP13-054	Rasbury	District Attny	Legal Secretary	Psychology of Group Dynamics	1000.00
SP13-055	Redd	Constable 5	Senior Deputy	Tx Peace Officer Skills	290.40
SP13-056	Ritcherson	TCAO	Victim Counselor Sr.	CJ Supervision & Management	1000.00
SP13-057	Ryan	Tax Office	Accounting Clerk	Abnormal Human Behavior	1000.00
SP13-058	Sler	Jury Office	Clerk I	Elem. Algebra	228.00
SP13-059	Speights	TCSO	Corrections Officer	Web Design II	290.40
SP13-060	Swanson	TCSO	Lead Accountant	Juvenile Justice System	188.00
SP13-061	Sweet	Deaf Services	Case Manager	Principles of Accounting II- Managerial	228.00
SP13-062	Taylor	TCCES	Chem Depend Coun, Sr	Social Work Research	1000.00
SP13-063	Thornton	TCSO	Security Coordinator	Instumental Strategies	1000.00
SP13-064	Tosh	TCSO	Detective	Civil Litigation	1000.00
SP13-065	Valdez	Juvenile Prob	Probation Officer	Basic Epidemiology	1000.00
SP13-066	Villanueva	OPR	Paralegal	Counseling Practicum III	1000.00
SP13-067	Villarreal	TCCC	Corrections Officer II	Legal Issues for Business Organizations	1000.00
SP13-068	Walter	TCSO	Office Specialist, Sr	Tx Peace Officer Capstone	438.40
SP13-069	Wilkinson	TCSO	Corrections Officer II	Cultural Anthropology	376.00
SP13-070	Williams	Juvenile Prob	JPO III	Fundamentals of Policing	1000.00
SP13-071	Speights	TCSO	Corrections Officer	Career Development and Planning	1000.00
SP13-072	Speights	TCSO	Corrections Officer	Court Systems and Practices	188.00
SP13-073	Speights	TCSO	Corrections Officer	Court Systems and Practices	438.40
SP13-074	Speights	TCSO	Corrections Officer	Small Business Management	376.00
SP13-075	Speights	TCSO	Corrections Officer	Algebra 1B	1000.00
SP13-076	Speights	TCSO	Corrections Officer	Group Counseling	1000.00

53494.40



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: David A. Salazar, Executive Assistant
512-854-9558

Elected/Appointed Official/Dept. Head: County Judge's Office
Commissioners Court Sponsor:

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A LICENSE AGREEMENT WITH THE REPUBLIC OF TEXAS BIKER RALLY, INC., FOR AN EVENT AT THE TRAVIS COUNTY EXPOSITION CENTER. **(THIS ITEM MAY BE TAKEN INTO EXECUTIVE SESSION UNDER THE CONSULTATION WITH ATTORNEY EXCEPTION)**

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date:

October 29, 2013

Prepared By/Phone Number:

Cathy McClagherty, 854-4713

Elected/Appointed Official/Dept. Head:

Roger Jefferies, County Executive, Justice and Public Safety

Sherri Fleming, County Executive, Health and Human Services & Veteran's Services

Commissioners Court Sponsor:

Judge Sam Biscoe

AGENDA LANGUAGE:

CONSIDER AND TAKE APPROPRIATE ACTION ON A REQUEST FROM ANN HOWARD, EXECUTIVE DIRECTOR OF ECHO (ENDING COMMUNITY HOMELESSNESS COALITION, INC.), TO USE TRAVIS COUNTY MEETING SPACE FOR THEIR ANNUAL BOARD MEETING ON MONDAY, NOVEMBER 18, 2013.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

ECHO is a local nonprofit organization that is dedicated to planning, prioritizing, and developing strategies to end homelessness in Austin, Texas. ECHO has collaborated with various Travis County departments, most notably Criminal Justice Planning and Health and Human Services & Veteran's Services, on several grants and projects, including the Justice Reinvestment Initiative (or JRI). Ann Howard, ECHO's Executive Director, is requesting the use of Travis County meeting space at 700 Lavaca Street for their annual meeting, to which Travis County leaders will be invited.

STAFF RECOMMENDATIONS:

N/A

ISSUES AND OPPORTUNITIES:

This is an excellent opportunity for Travis County to support ECHO's work and demonstrate our continued desire to collaborate with them on current and future initiatives that address the issue of homelessness within our community.

FISCAL IMPACT AND SOURCE OF FUNDING:

N/A

REQUIRED AUTHORIZATIONS:

N/A



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Gabe Stock, AIA, LEED AP, FMD, 45240

Dept. Head: Roger A. El Khoury, M.S., P.E., Director, FMD, 44579

County Executive: Leslie Browder, Planning and Budget, 49106

Sponsoring Court Members: Commissioner Margaret Gomez

A handwritten signature in black ink, appearing to read "Roger A. El Khoury".

AGENDA LANGUAGE:

Receive presentation regarding the LEED Gold Certification awarded by the United States Green Building Council for the SMART Facility in Precinct Four.

BACKGROUND/SUMMARY OF REQUEST:

On October 14, 2013, the SMART Facility was awarded the United States Green Building Council's (USGBC) Leadership in Energy and Environmental Design (LEED) rating of Gold. Points were awarded to the project under the categories of Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials and Resources, Indoor Environmental Quality and Innovation & Design. Attached is a document from USGBC showing the project ID, project name, and the project rating as Gold. Also attached is a brief summary about the LEED Gold SMART Facility.

The LEED Gold SMART Facility planning and design team who contributed to the LEED Gold Certification was:

- Facilities Management Department Architects who performed the programming, planning, architectural design, LEED team administration and project management.
- Doucet & Associates, Civil Engineers
- Coleman & Associates, Landscape Architects
- EEA Consulting Engineers, MEP Engineers
- Steinman Luevano Structures, Structural Engineers
- Harutunian Engineering, Commissioning Agent

The LEED Gold SMART Facility was constructed by Zapalac/Reed Construction Company LP.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends that Commissioners Court accept the presentation in acknowledgement that the SMART Facility is the second Travis County government building to achieve LEED Gold Level Certification.

ISSUES AND OPPORTUNITIES:

On January 27, 2009, the Commissioners Court approved a resolution to establish a Travis County Facilities Management Department Green Building Policy and authorized Facilities Management Department to fully implement its Green Building policy to promote consistent application of a sustainable building philosophy. The goal is established to target, to the greatest extent practical, the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED trademark) silver level certification for new facilities budgeted at one million dollars or over. The SMART Facility Gold certification exceeds the target.

FISCAL IMPACT AND SOURCE OF FUNDING:

None

ATTACHMENTS/EXHIBITS:

1. One page document from USGBC showing the project ID, project name, and the project rating as Gold.
2. One page summary about the SMART Facility.
3. One page of photos of the SMART Facility.

REQUIRED AUTHORIZATIONS:

N/A

SMART Facility

Austin TX 78617 US | Registered 11/6/2009

Certified



Project ID 1000002392 | Access ID 302780908151943

Project Administrator: Gabriel Stock, AIA



- Overview
- Post-Certification
- Scorecard
- Timeline
- Team Administration
- Registration Details
- Clarifications (0)
- Messages
- Formal Inquiries

Action Items

[Post-Certification Link](#)

Certified Project: This project is certified.

Credit Summary

Credits	Attempted	Awarded	Pending	Denied
Design	48 pts/21 crds	46 pts/20 crds		2 pts/1 crd
Construction	14 pts/12 crds	14 pts/12 crds		2 pts/1 crd
Total	62 pts/33 crds	60 pts/32 crds		

Certifications and Approvals : Certification





FACILITIES MANAGEMENT DEPARTMENT

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

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

**Travis County SMART Facility
Certified by USGBC as LEED Gold
3404 S. FM 973, Austin TX**

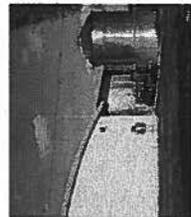
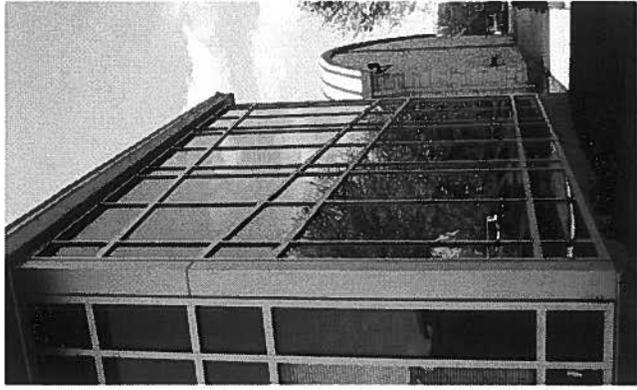
**FMD Project: SMART-01-08C-4N
FILE: 101**

On October 14, 2013, the SMART Facility was awarded the United States Green Building Council's LEED rating of Gold. Points were awarded to the project under the categories of Sustainable Sites, Water Efficiency, Energy & Atmosphere, Materials and Resources, Indoor Environmental Quality and Innovation & Design.

The SMART Facility showcases many environmentally friendly design features.

- The creative use of materials contributes to both sustainability goals and the SMART Facilities contemporary design.
- The buildings footprint was arranged to maximize natural light and views for most occupants.
- Low emission (Low E) glass was used to reduce the amount of heat coming into the building, which in turn reduces the electric load on the air conditioning.
- Forest Stewardship Council (FSC) certified wood materials were used.
- The structural steel had a high amount of recycled content.
- Low flow water fixtures and efficient landscape irrigation were used.
- Solar water heating panels provide pre-heated water throughout the Facility.
- Photovoltaic panels were installed to provide more than 10% of the facilities electrical needs.
- A thermal energy storage tank was installed to store energy in non-peak hours, so this energy can be used during peak energy hours.
- 87% of construction waste was recycled and/or diverted to locations other than the local landfill.
- All glues, adhesives, carpets and paints have low or zero emissions, keeping the atmosphere safe for employees and the public.

A lot of the energy efficient features may not be visually apparent, but are vital to the environmental impact of the SMART Facility. The SMART Facility's holistic design approach embodies the goals and vision of sustainable design.



TRAVIS COUNTY S.M.A.R.T. FACILITY



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB, 854-9762/Marvin Brice, CPPB, 854-9765

Elected/Appointed Official/Dept. Head: Cyd V. Grimes, C.P.M., CPPO
Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Consider and take appropriate action on contract award to URS Corporation for Program Management Services for the Development of a New Travis County Civil and Family Courthouse.

- **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 May 7, 2013, the Commissioners Court confirmed the Evaluation Committee's selection of URS as the highest qualified respondent to RFS No. S1301-008-CG and authorized the Purchasing Agent to commence contract negotiations with URS for program management services. URS will advise the Commissioners Court, and represent the County's interests, through the development of the new Civil and Family Courthouse Program. Please see the attached summary for a detailed description of the scope of services that URS will provide to the County.
- The Court requested that staff have URS perform some preliminary services immediately to assist the Court in selecting a project delivery method. Scope, terms and fees for these services were successfully negotiated and a purchase order was issued on May 29, 2013, in the amount of \$49,885.19, for "Phase IA" services. On July 23, 2013, upon completion of their work, URS presented an analysis and report for the Court's consideration. After deliberation, the Court ultimately selected Design-Build as the project delivery method.
- Over the past several months, County staff has refined the scope of services for the Program through a collaborative process with URS. It was ultimately determined that the Program would consist of the following five phases: Phase I-Initiation Services; Phase II-Program Definition Development; Phase III-Procurement Document Preparation and Open

Solicitation Period; Phase IV-Bid Evaluation, Selection and Negotiation Period; and, Phase V-Construction and Implementation.

- The Purchasing Agent and her staff, along with representatives from the Planning and Budget Office, Justice and Public Safety, Facilities Management Department and the County Attorney's Office began negotiating the terms and fees for a contract with URS. During negotiations, it was determined that it would be prudent to delay fee negotiations for Phase V until the Program construction budget is established, thereby allowing URS to proceed with the work required to move toward placing an item on the November 2014 Bond Election. Completing fee negotiations for Phase V at that time will also allow for a more accurate fee proposal since all parties will have more certainty and clarity on the scope and cost of the Program.
- Contract negotiations for Phases I - IV were successfully completed on October 9, 2013, and the final contract is now presented for the Court's review and approval. County staff recommends that a contract be awarded to URS Corporation in the amount of \$2,979,946.70, consisting of the following per phase fee breakdown: Phase I - \$359,323.50; Phase II - \$1,420,086.80; Phase III - \$599,917.50; Phase IV - \$600,618.90. The contract has been negotiated to require the issuance of a Notice to Proceed prior to commencement of each phase of the services. Staff recommends that a Notice to Proceed be issued for only Phases I & II at this time.
- As a matter of interest to the Court, based on the difference between the initial fee proposal for Phases I - IV of \$3,945,440.00 and the final negotiated fee of \$2,979,946.70, negotiations yielded the County a cost savings of \$965,493.30.
- **Contract-Related Information:**
 - Award Amount: \$2,979,946.70
 - Contract Type: Professional Services
 - Contract Period: Through Completion of Services
- **Solicitation-Related Information:**

Solicitations Sent: 150	Responses Received: 7
HUB Information: No	% HUB Subcontractor: 20.45%

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s):

Comments: Funding for this contract is slated for Commissioners Court approval on October 22, 2013.



PLANNING AND BUDGET OFFICE

TRAVIS COUNTY, TEXAS

700 Lavaca Street
P.O. Box 1748
Austin, Texas 78767

MEMORANDUM

October 14, 2013

TO: Cyd Grimes, C.P.M. CPPO, Purchasing Agent
Jorge Talavera, CPPO, CPPB Purchasing Agent Assistant

FROM: Belinda Powell, Strategic Planning Manager

SUBJECT: Recommendation to award contract to URS, Corporation for Program Management Services for the development of the Travis County Civil and Family Court House and issue Notice to Proceed for Phase I & II of the scope of services in the amount of \$1,779,411.00.

Summary and Recommendations:

Staff recommends award of the contract to URS Corporation for Program Management Services for the development of the Civil and Family Court House. The Contract has been negotiated for fixed fees services for Phases I through IV in the amount of \$2,979,946.70, with Phase V to be negotiated after the budget for the Program, including the construction budget, has been set by the Commissioners Court and funding authorized. Additionally, the contract has been negotiated to require the issuance of a Notice to Proceed for each Phase of the services to begin.

Staff recommends that Notice to Proceed be given for only Phases I & II at this time. Therefore, a budget transfer from the Civil and Family Justice Center Reserve to the Planning & Budget Office, 10900200001 511890 in the amount of \$1,779,411.00, has been placed on the Commissioners Court agenda for October 22, 2013, to fund the contract.

COPY TO:

Copies to:

Leslie Browder, County Executive, Planning and Budget
Roger Jefferies, County Executive, Justice and Public Safety
Marvin Brice, CPPB, Assistant Purchasing Agent
Nicki Riley, County Auditor
Jessica Rio, Budget Director
Diana Ramirez, Assistant Budget Director
Travis Gatlin, Assistant Budget Director
Peg Liedtke, Civil Court Administrator
Roger El Khoury, Director Facilities Management
John Hille, Assistant County Attorney
Tenley Aldredge, Assistant County Attorney

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

URS CORPORATION, a Nevada corporation

FOR

**Program Management Services for Development of a
New Travis County Civil and Family Courthouse**

CONTRACT NO. 4400001655

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT FOR PROGRAM MANAGEMENT SERVICES
FOR DEVELOPMENT OF A NEW TRAVIS COUNTY CIVIL AND FAMILY COURTHOUSE

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

RECITALS

This agreement (the "Agreement" or "PSA") is made and entered into between Travis County, a political subdivision of the State of Texas (the "COUNTY") and URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas (the "CONSULTANT").

The COUNTY desires to obtain professional consulting services for Program Management Services for Development of a New Travis County Civil and Family Courthouse (the "PROJECT," also referred to in this PSA as the "PROGRAM"); and

The CONSULTANT has the ability, expertise, experience, and necessary professional degrees, licenses, and certificates to furnish the PROJECT services;

COUNTY and CONSULTANT agree as follows:

1. DEFINITIONS OF KEY TERMS

COUNTY – Travis County, a political subdivision of the State of Texas. COUNTY may also be referred to in this Agreement as "Owner."

CONSULTANT / PROGRAM MANAGER – URS Corporation, a Nevada corporation authorized to do and doing business in the State of Texas. The terms "CONSULTANT" AND "PROGRAM MANAGER" are used interchangeably in this Agreement.

PROJECT MANAGER – George A. Tapas, PE, SE, Vice President National Practice Manager Alternative Finance and Procurement & Public-Private-Partnerships, URS Corporation, or his successor if granted COUNTY's written consent as provided in this Agreement.

COUNTY PROJECT MANAGER – Belinda Powell, Strategic Planning Manager, Travis County Planning & Budget Office, or her successor as designated by the PROJECT EXECUTIVE.

PROGRAM - The Travis County Civil and Family Courthouse Program (the "PROGRAM"), which comprises:

- 1 The SITE (block bounded by San Antonio, 3rd, 4th and Guadalupe Streets in Austin, TX);
- 2 The new Travis County Civil and Family Courthouse ("CFCH"), including commercial facilities (the "CFCH PROJECT");
- 3 Parking facilities, both below and above ground, including commercial facilities; and
- 4 Other potential uses of the remaining SITE.

PARKING FACILITIES PROJECT - Parking facilities both below and above ground, including commercial facilities.

WORK PRODUCT – Any reports, plans, specifications, studies, analyses, supporting documentation, and other information (including notes, drawings, diagrams, photographs, videotapes, draft appraisal reports, derived electronic data and/or files, and other materials of any kind) created, obtained, or assembled in connection with performance of this Agreement and with the services rendered in connection with the PROGRAM, including all deliverables for the PROGRAM as described in Appendix A, Scope of Services.

PURCHASING AGENT – Cyd V. Grimes, C.P.M., CPPO, Travis County Purchasing Agent, or her successor.

PROJECT EXECUTIVE(S) – Leslie Browder, County Executive, Travis County Planning & Budget, or her successor as designated by the Commissioners Court and Roger Jefferies, County Executive Justice & Public Safety, or his successor as appointed by the Commissioners Court.

FACILITIES MANAGEMENT DEPARTMENT DIRECTOR – Roger A. El Khoury, M.S, P.E., or his successor as appointed by Leslie Browder, County Executive, Travis County Planning & Budget, or her successor.

INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT – The architect or engineer selected or designated by COUNTY independent of the design-build firm who acts as COUNTY's representative for the duration of the PROJECT, in accordance with the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code. The terms "INDEPENDENT REPRESENTATIVE" and "COMPLIANCE ARCHITECT" are used interchangeably in this Agreement.

DESIGN CRITERIA PACKAGE – Project information that will be included in the request for qualifications ("RFQ") to be issued by COUNTY as part of the design-build project delivery method. The DESIGN CRITERIA PACKAGE must include a set of documents that provides sufficient information, including criteria for selection, to permit a design-build firm to prepare a response to the RFQ and to provide any additional information requested. At a minimum, the DESIGN CRITERIA PACKAGE must satisfy the requirements set forth in Subchapter G, Chapter 2269, Tex. Gov't Code.

COURT – Travis County Commissioners Court.

ADVISORS – Travis County Bond Counsel (engaged under separate contract), County Financial Advisor (engaged under separate contract), Travis County Auditor Nikki Riley or her successor as appointed by the District Judges, Travis County Facilities Management Department, Travis County Information and Telecommunication Systems Department and any other individuals designated by COUNTY to provide advisory services in support of the PROGRAM.

DESIGN-BUILD TEAM – A sole proprietorship, partnership, corporation, or other legal entity or team that includes an architect or engineer and a construction contractor and that satisfies the requirements of Subchapter G, Chapter 2269, Tex. Gov't Code.

KEY PERSONNEL – Those individuals designated by the CONSULTANT who will manage the PROGRAM in accordance with the Organizational Chart attached to this PSA as Appendix B and made a part of this Agreement.

2. EMPLOYMENT OF THE CONSULTANT

- 2.1 COUNTY agrees to contract with the CONSULTANT as an independent contractor and, subject to the needs of the COUNTY and the availability of CONSULTANT, CONSULTANT agrees to perform the professional services described in this Agreement.
- 2.2 The Travis County Commissioners Court orders this Agreement exempted from the bidding requirements of the County Purchasing Act under Section 262.024(a)(4) of the Texas Local Government Code as a contract for personal and professional services.
- 2.3 COUNTY and CONSULTANT acknowledge and agree that:
 - 2.3.1 CONSULTANT is an independent contractor, operating solely in that capacity, and assumes all of the rights, obligations, and liabilities applicable to it as an independent contractor;
 - 2.3.2 no employee of CONSULTANT will be considered an employee of COUNTY or gain any rights against COUNTY under COUNTY's personnel policies;
 - 2.3.3 no employee of CONSULTANT may claim any benefits from COUNTY other than the payments set forth in this Agreement;
 - 2.3.4 none of CONSULTANT's employees have a contractual relationship with COUNTY;
 - 2.3.5 COUNTY cannot guarantee the accuracy of all information that it provides to CONSULTANT. CONSULTANT may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by CONSULTANT in accordance with CONSULTANT's professional judgment.

3. AUTHORITY OF THE COUNTY'S PROJECT MANAGER AND PURCHASING AGENT

- 3.1 The person who has been designated as the COUNTY's primary representative on the PROJECT (the "COUNTY PROJECT MANAGER") will act on behalf of the COUNTY with respect to the work to be performed under this Agreement. The COUNTY PROJECT MANAGER has authority to interpret and define COUNTY's policies and decisions with respect to CONSULTANT's services.

- 3.2 The COUNTY PROJECT MANAGER may designate representatives to transmit instructions and receive information. The COUNTY PROJECT MANAGER will supervise the performance of CONSULTANT's services under this Agreement, and CONSULTANT must cooperate fully with the COUNTY PROJECT MANAGER in the performance of these services.
- 3.3 The Travis County PURCHASING AGENT, or her designee, will act on behalf of the COUNTY with respect to overall contract administration (the "Contract Administrator"). If the position of Travis County PURCHASING AGENT becomes vacant or if for any reason the Travis County PURCHASING AGENT is unable to perform the duties of the Contract Administrator at any time during the term of this Agreement, then the Travis County PURCHASING AGENT's chief assistant will be the Contract Administrator until such time as a new Travis County PURCHASING AGENT shall be appointed or the Travis County PURCHASING AGENT regains the ability to perform the duties of the Contract Administrator.
- 3.4 The Contract Administrator may designate representatives to transmit instructions and receive information.
- 3.5 In the event of any dispute arising out of the performance of CONSULTANT's services specified in this Agreement, the decision of the PURCHASING AGENT will be final and binding except that CONSULTANT may appeal the PURCHASING AGENT's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify the PURCHASING AGENT's decision.

4. SCOPE OF SERVICES

The CONSULTANT will serve as the COUNTY's professional consultant and must give consultation and advice to the COUNTY during the performance of the CONSULTANT's services.

4.1 BASIC SERVICES

4.1.1 The CONSULTANT is responsible for the complete and professional execution of the work described in this Agreement to the acceptance of the COUNTY PROJECT MANAGER in accordance with the requirements of this Agreement.

4.1.2 The CONSULTANT must perform "Basic Services," which include:

- (a) all elements of labor, materials and equipment required for the Project, which must be rendered to the reasonable satisfaction of the County Executive and in accordance with this Agreement, the requirements, policies, and standard practices of Travis County;
- (b) the Scope of Services for the Project, set forth in Appendix A, Scope of Services, attached hereto and made a part hereof (the "Scope of Services"). Each Phase of the Scope of Services (Phases I – IV) will be initiated by a written Notice to Proceed issued by the Travis County PURCHASING AGENT, as described in Paragraph 4.3, below. The Notices to Proceed for Phases II – IV will include, if appropriate, scope

refinements, scope clarifications and an accompanying contract modification acceptable to both the COUNTY and the CONSULTANT. CONSULTANT shall not commence work on any phase of the PROJECT until receipt of a written Notice to Proceed. COUNTY shall not be responsible for payment for any work by CONSULTANT not authorized by a written Notice to Proceed.

- (c) the WORK PRODUCT, as defined herein, which the CONSULTANT must submit to the COUNTY for review and acceptance.

4.2. ADDITIONAL SERVICES

"Additional Services" are those services performed by the CONSULTANT not described in paragraph 4.1. The CONSULTANT must not perform any Additional Services until after receiving a written request for those services from the COUNTY PROJECT MANAGER and the parties have executed a written contract modification.

- 4.3 The CONSULTANT must use all applicable codes as adopted by authorities having jurisdiction over the Project.

- 4.4 In the event of any dispute over the classification of the CONSULTANT'S services as "Basic Services" or "Additional Services" under this Agreement, the parties shall attempt to resolve the dispute in good faith by negotiation of their differences. In the event COUNTY and CONSULTANT are unable to resolve their differences within five (5) business days, then CONSULTANT shall nonetheless perform the services as if the services were required to be performed by this Agreement, without prejudice, however, to CONSULTANT'S right to pursue a claim for compensation for such services as Additional Services. In the event CONSULTANT submits such a claim, it will be reviewed by the PURCHASING AGENT, whose decision regarding the nature of the services performed will be final and binding upon the CONSULTANT except that CONSULTANT may appeal the PURCHASING AGENT's decision, in writing, to the Travis County Commissioners Court, which has final authority to affirm, reverse, or modify that decision.

5. COORDINATION WITH COUNTY

- 5.1 The CONSULTANT must designate a primary representative and an alternate representative to communicate with the COUNTY. The CONSULTANT must identify the individual who shall be the designated PROJECT MANAGER for the PROJECT from conception through completion. The PROJECT MANAGER, and not subordinate staff, shall at all times be directly responsible for the management of the PROJECT. The PROJECT MANAGER shall be responsible for attending and chairing meetings of the PROJECT team for the duration of the PROJECT. The PROJECT MANAGER may not be replaced without the prior written consent of the COUNTY, which consent shall not be unreasonably withheld.
- 5.2 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 PROJECT MANAGER (the "Notice to Proceed").

- 5.3 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 the PROJECT. The CONSULTANT must make copies of needed information and promptly return all originals. The CONSULTANT'S copies of the foregoing material must be returned to the COUNTY upon completion of the PROJECT if the COUNTY PROJECT MANAGER so instructs the CONSULTANT.

COUNTY cannot guarantee the accuracy of all information that it provides to CONSULTANT. CONSULTANT may rely on professional sealed documents to the extent 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 is critical to the current design work should be field-verified by CONSULTANT in accordance with his professional judgment. CONSULTANT may rely on other project information provided by COUNTY, such as program data or design criteria, in accordance with industry standards, except as otherwise modified herein.

- 5.4 The CONSULTANT must be available, upon request, to consult with the COUNTY and the COUNTY'S officials, employees, agents, representatives, and other consultants regarding the CONSULTANT'S services.
- 5.5 The CONSULTANT must notify the COUNTY in writing within five (5) working days of any change in the CONSULTANT'S legal name, business structure, or KEY PERSONNEL engaged in providing services under this Agreement. KEY PERSONNEL may not be substituted on the PROJECT without COUNTY'S prior written approval, which approval shall not be unreasonably withheld.
- 5.6 The CONSULTANT must cooperate and coordinate with the COUNTY'S staff and other consultants and contractors as reasonable and necessary in the performance of this Agreement and as required by the COUNTY PROJECT MANAGER.

6. COMPENSATION FOR BASIC SERVICES

- 6.1 The CONSULTANT will be paid by the COUNTY a fixed fee for all services satisfactorily performed pursuant to this Agreement in accordance with the payment schedule attached as Exhibit 1. The CONSULTANT will receive no compensation for work made necessary by the CONSULTANT'S errors or omissions.
- 6.2 Hourly rates for the performance of Additional Services are set forth in Exhibit 2.

7. PERIOD OF SERVICE; TERMINATION

- 7.1 The CONSULTANT must perform the professional services described in this Agreement, whether "Basic Services" or "Additional services," in accordance with the Scope of Services set forth in Appendix A and any negotiated modifications to this Agreement.
- 7.2 This Agreement becomes effective on the Effective Date, as defined herein, and will remain in full force through project completion, including warranty periods.

- 7.3 If the performance by CONSULTANT or the COUNTY of either party's obligations under this Agreement is interrupted or delayed by any occurrence not occasioned by its own conduct, whether the 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 to this Agreement, then it will be excused from performance for a period of time as is reasonably necessary after the occurrence to remedy the effects of the occurrence. Upon the discovery of the occurrence, the party whose performance is affected under this section must notify the other party, and a special meeting will be called by the COUNTY PROJECT MANAGER 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 Delivery Date. A written request for an extension of time, when properly documented and justified by the circumstances, shall be granted by the COUNTY PROJECT MANAGER in accordance with the terms of this section.
- 7.4 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 the suspension is the date on which the 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 the suspension, the CONSULTANT must follow the procedures described below:
- 7.4.1 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 before the effective date of the suspension. Copies of all data collected or assembled in the CONSULTANT's performance of services under this Agreement and copies of all completed or partially completed designs, plans, specifications, studies, reports, and analyses prepared under this Agreement before the effective date of the suspension, including the WORK PRODUCT, must be prepared for possible delivery to the COUNTY upon COUNTY's request.
- 7.4.2 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. In addition, any adjustments to CONSULTANT's performance schedule and/or compensation resulting from the suspension shall be negotiated and memorialized in a contract modification executed by CONSULTANT and the COUNTY.
- 7.5 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").

- 7.5.1 Upon receipt of a Notice of Termination and before 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.
- 7.5.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, 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.
- 7.5.3 Upon the above conditions being met, the COUNTY will pay the CONSULTANT for approved services actually performed under this Agreement prior to the effective date of termination, unless otherwise stated in the Notice of Termination.
- 7.5.4 Failure by the CONSULTANT to submit the required statement described in paragraph 7.5.1 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.
- 7.6 TERMINATION FOR DEFAULT. Either party may terminate this Agreement for the material 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. Each party will have thirty (30) days from the date of receipt of the Notice of Termination for Default to cure the default (the "Cure Period"). If the default has not been cured within the Cure Period, the Notice of Termination for Default takes effect upon expiration of the Cure Period. The Notice of Termination for Default shall contain specific reasons for termination and both parties shall cooperate in good faith to cure the causes for termination stated in the notice. 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:
- 7.6.1 In the event the CONSULTANT exercises its right to terminate for default by the COUNTY and COUNTY fails to cure such default(s), within the Cure Period, the CONSULTANT must, within thirty (30) days following expiration of the Cure Period, submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 7.6.2 Copies of all completed or partially completed reports, designs, plans, studies, analyses, 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.

- 7.6.3 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.
- 7.6.4 Failure by the CONSULTANT to submit the required statement described in paragraph 7.6.1 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:

- 7.6.5 Upon receipt by the CONSULTANT of a Notice of Termination for Default and its failure to cure such default(s) within the Cure Period, 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 thirty (30) days following expiration of the Cure Period, the CONSULTANT must also submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 7.6.6 Copies of all completed or partially completed reports, designs, plans, studies, analyses, 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.
 - 7.6.7 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.
 - 7.6.8 Failure by the CONSULTANT to submit the required statement described in paragraph 7.6.5 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.
- 7.7 If either no funds or insufficient funds are appropriated for a PROJECT, this Agreement will terminate without penalty to COUNTY. Upon request, COUNTY shall provide to CONSULTANT any reasonable and non-confidential requested information concerning the status of any monies appropriated (or requests for appropriations) relating to the PROJECT.
 - 7.8 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

8. WORK PRODUCT

- 8.1 The CONSULTANT must submit the WORK PRODUCT for each task specified in the Scope of Services as set forth in Appendix A and any negotiated modifications to this Agreement. Upon receipt of the WORK PRODUCT, the COUNTY will check the submission for completion. A submission will be considered complete if the COUNTY finds that all of the required items have been included in the WORK PRODUCT in compliance with the requirements of this Agreement.
- 8.2 If the submission is substantially complete, the COUNTY will notify the CONSULTANT, and the COUNTY'S technical review process will begin.
- 8.3 The COUNTY will notify the CONSULTANT if a submission is incomplete, and the CONSULTANT must perform any professional services that are necessary to complete the work and resubmit it to the COUNTY. This process will be repeated until a submission is complete.
- 8.4 The COUNTY will review the completed WORK PRODUCT for compliance with the Scope of Services. If the COUNTY determines that the completed WORK PRODUCT does not comply with the Scope of Services, the COUNTY will return the completed WORK PRODUCT to the CONSULTANT for the CONSULTANT to perform any work necessary to bring the Work Product into compliance and resubmit it to the COUNTY. This process will be repeated until the WORK PRODUCT is accepted. WORK PRODUCT will be considered accepted if, in the COUNTY PROJECT MANAGER's reasonable opinion, substantial compliance with the requirements of this Agreement has been achieved.
- 8.5 After the WORK PRODUCT is considered accepted by the COUNTY, the CONSULTANT must perform any required modifications, changes, alterations, corrections, and additional work necessary to bring the WORK PRODUCT into compliance with the requirements of this Agreement and receive final approval by the COUNTY PROJECT MANAGER. In this Agreement "final approval" means that the COUNTY PROJECT MANAGER has given formal written recognition that the WORK PRODUCT required in the Assignment has been fully carried out.
- 8.6 The CONSULTANT must, without additional compensation, promptly perform any necessary corrections to any WORK PRODUCT that is found to be in error or omission. However, after the COUNTY's final approval of a WORK PRODUCT, any revisions, additions, or other modifications made at the COUNTY's request for the convenience of the COUNTY that involve extra services and expenses to the CONSULTANT will be paid for as Additional Services.
- 8.8 CONSULTANT shall have no responsibility or liability for partially-completed WORK PRODUCT delivered to the COUNTY as required herein, unless such WORK PRODUCT has received final approval by the COUNTY as outlined in this section.

9. CONSULTANT'S RESPONSIBILITY AND LIABILITY

- 9.1 The CONSULTANT must perform all services and exercise all discretionary powers in a manner consistent with applicable canons of professional ethics and in the

CONSULTANT's professional judgment. In addition, the CONSULTANT must comply with all applicable federal, state laws, and local statutes, rules, and regulations.

- 9.2 The CONSULTANT covenants to undertake no task in which a professional license or certificate is required unless the CONSULTANT or someone under the CONSULTANT's direction is appropriately licensed. If any necessary certification or license expires, is suspended, is revoked, or is canceled, the CONSULTANT must inform the COUNTY of such event within 5 working days.
- 9.3 CONSULTANT warrants that the services to be rendered pursuant to this Agreement, as well as all responsibilities of CONSULTANT arising under this Agreement, will be performed in accordance with the standards customarily provided by an experienced and competent consultant rendering the same or similar services in Travis County. The CONSULTANT must perform the duties set forth in this Agreement in a professional manner, and nothing in this Agreement will be construed to relieve CONSULTANT of this duty.
- 9.4 Acceptance and approval of WORK PRODUCT by the COUNTY does not release the CONSULTANT of any responsibility or liability for the accuracy and competency of the CONSULTANT's 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 documents prepared by the CONSULTANT.
- 9.5 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.
- 9.6 The CONSULTANT expressly acknowledges that this Agreement is a personal and professional services contract and that all duties and responsibilities in it must be performed by the CONSULTANT personally and cannot be assigned or subcontracted, other than as specifically provided in this Agreement, without the prior approval of the Travis County Commissioners Court.
- 9.7 The CONSULTANT represents and warrants that all applicable copyrights, patents, and licenses that may exist on materials used in this Agreement have been adhered to and that the COUNTY will not be liable for any infringement of those rights and that any rights granted to the COUNTY will apply for the duration of the Agreement. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, AND LIABILITIES OF ANY KIND, WHETHER MERITORIOUS OR NOT, 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 LICENSES, PATENTS, OR COPYRIGHTS APPLICABLE TO MATERIALS USED IN THE CONSULTANT'S PERFORMANCE UNDER THIS AGREEMENT.

9.8 INDEMNIFICATION. THE CONSULTANT AGREES TO AND MUST INDEMNIFY AND HOLD HARMLESS THE 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, TO THE EXTENT RESULTING 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 OUT OF, OR RESULTING DIRECTLY OR INDIRECTLY, FROM THE PERFORMANCE OF THIS AGREEMENT. IT IS THE EXPRESS INTENTION OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS AGREEMENT IS INDEMNITY BY CONSULTANT TO INDEMNIFY AND PROTECT COUNTY FROM THE CONSEQUENCES OF CONSULTANT'S NEGLIGENCE OR THE NEGLIGENCE OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONSULTANTS.

9.8.1. 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 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.

9.8.2 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.

9.9 DISPUTES AND APPEALS. The PURCHASING AGENT acts as the County representative in the issuance and administration of this Agreement in relation to disputes. Any document, notice, or correspondence not issued by or to the PURCHASING AGENT in relation to disputes is void unless otherwise stated in this Agreement. If 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

within ten 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 CONSULTANT's satisfaction, the CONSULTANT may submit a written Notice of Appeal to the Commissioners Court, through the PURCHASING AGENT if the Notice is submitted within ten calendar days after receipt of the unsatisfactory reply. The CONSULTANT then has the right to be heard by Commissioners Court.

- 9.10 In acting as COUNTY's representative and PROGRAM MANAGER for the PROGRAM, CONSULTANT will advise and consult with COUNTY and will have the authority to act on behalf of COUNTY only to the extent provided in this Agreement. Notwithstanding any agreement to the contrary in any other agreement, nothing in this Agreement shall be construed to mean that CONSULTANT assumes any of the responsibilities or duties of any contractor, architect, engineer, financing partner, development partner, or any other consultant or party contracted by COUNTY for the PROGRAM. COUNTY will enter into separate contracts with one or more of the foregoing parties for delivery of the PROGRAM, including, but not limited to, financing, design, development, and construction of the PROGRAM. The provisions of this Agreement shall expressly control in the event of any conflict in any other agreement between the parties, including, but not limited to, the Scope of Services. It is understood that CONSULTANT'S action in providing program management services and acting as Owner's representative under this Agreement is for the sole benefit of COUNTY and by performing as provided herein, CONSULTANT is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the obligations, responsibilities or services, including construction, design, delivery, operation, maintenance, and financing, of any other party to the PROGRAM. Detailed estimates of the CFCH PROJECT and PARKING FACILITIES PROJECT costs prepared by CONSULTANT and IR/CA represent best judgment as professionals familiar with the construction industry. It is recognized, however, that neither CONSULTANT, IR/CA nor COUNTY has control over the cost of labor, materials, or equipment; over the DESIGN-BUILD TEAM's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.

9.10.1 If the budget or fixed limit of Construction Cost of the CFCH PROJECT and PARKING FACILITIES PROJECT are exceeded by the DESIGN-BUILD TEAM, COUNTY may:

- (1) approve, in writing, an increase to the budget or fixed limit of the CFCH PROJECT and PARKING FACILITIES PROJECT;
- (2) revise the scope of the CFCH PROJECT and PARKING FACILITIES PROJECT to reduce the Construction Cost;
- (3) require additional value engineering to reduce the Construction Cost; and/or
- (4) terminate this Agreement.

9.10.2 Provided the budget or fixed limit of Construction Cost is exceeded as a result of CONSULTANT'S failure to perform its services related to budget and construction cost estimating in accordance with the standard of care governing CONSULTANT, and not due to forces beyond the control of CONSULTANT, and County chooses to proceed under clause 9.10.1(2) and/or (3) above, CONSULTANT, without additional compensation shall modify the documents that CONSULTANT is responsible for preparing under the Basic Services portion of this Agreement, and manage the modification of documents prepared by others, as part of the

CONSULTANT's responsibilities as the COUNTY PROJECT MANAGER, in order to comply with the fixed limit.

- 9.11 COUNTY recognizes that CONSULTANT will perform in accordance with the standard of care established in this Agreement and that CONSULTANT has no control over the design techniques, construction methods, means, and techniques, costs of labor, materials, equipment or services furnished by others, over their methods of determining prices, or over their strategies pertaining to competitive bidding, market prices or financing.

10. OWNERSHIP OF INFORMATION

- 10.1 The CONSULTANT must furnish the County with WORK PRODUCT as requested, whether or not it is complete at the end of the PROJECT, or upon suspension or termination of this Agreement, as provided in this Agreement. The CONSULTANT has the right to retain copies of the WORK PRODUCT for its records. Notwithstanding the foregoing, CONSULTANT shall have no responsibility or liability for partially-completed WORK PRODUCT delivered to the COUNTY, unless such WORK PRODUCT has received final approval by the COUNTY as outlined in this section.
- 10.2 All WORK PRODUCTS, together with all intellectual property and proprietary rights in and to the WORK PRODUCT, will, upon creation, receipt, or assembly 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. If CONSULTANT is ever held or deemed to be the owner of the WORK PRODUCT, or of any copyright or other intellectual property rights in the Work Product or any changes, modifications or corrections to the WORK PRODUCT, then CONSULTANT irrevocably assigns, and shall cause its personnel to assign, to County, at the time of creation of any WORK PRODUCT, without any requirement of further consideration, all such right, title and interest. Any reuse by CONSULTANT of any information described in this paragraph without the specific written consent of COUNTY will be at CONSULTANT's sole risk and without liability or legal exposure to COUNTY. CONSULTANT shall retain ownership of any trade secrets, tools or formulas owned by the CONSULTANT prior to the Effective Date of this Agreement and used in the creation of the WORK PRODUCT under this Agreement.
- 10.3 If the CONSULTANT desires to use or recommends the use of any design, device, materials or process covered by letters or patents of copyright for this PROJECT, the CONSULTANT must provide for the use by suitable agreement with the patentee or owner. The CONSULTANT must indemnify and hold harmless the COUNTY from any claims for infringement by reason of the use or recommendation of the use of any patented design, device, materials, or process, or any trademark or copyright used in connection with the work performed by the CONSULTANT under this Agreement.
- 10.4 Re-use of any WORK PRODUCT by COUNTY on any extension of the PROJECT or on any other project without the written authorization of CONSULTANT shall be at COUNTY'S sole risk.
- 10.5 Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the COUNTY or CONSULTANT.

11. MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 11.1 The CONSULTANT must 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.
- 11.2 The CONSULTANT agrees that the COUNTY and its duly authorized representatives are entitled to have access to any and all books, documents, papers, and records of the CONSULTANT that are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions, provided COUNTY shall not have access to such books and records for the purpose of auditing CONSULTANT for any services of CONSULTANT performed on a fixed fee basis for CONSULTANT's other clients.

12. MISCELLANEOUS

- 12.1 VENUE. This Agreement is governed by and is to 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.
- 12.2 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.
- 12.3 EQUAL OPPORTUNITY IN EMPLOYMENT. The CONSULTANT must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, disability, or veteran or military reservist status. The CONSULTANT agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 3, attached hereto and made a part hereof.
- 12.4 CERTIFICATE OF CONSULTANT. The CONSULTANT certifies that neither the CONSULTANT nor any members of the CONSULTANT's firm has:
- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 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.

- 12.4.4 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.
- 12.5 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.
- 12.6 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, C.P.M., CPPO (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):

Travis COUNTY PROJECT MANAGER
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:

URS Corporation
9400 Amberglen Boulevard
Austin, Texas 78729

- 12.7 INSURANCE. The CONSULTANT agrees during the performance of the services under this Agreement to comply with the insurance requirements set forth in Exhibit 4, which is attached and incorporated into this Agreement.
- 12.8. FORFEITURE OF AGREEMENT.
- 12.8.1 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 under this

Agreement if:

- (a) The CONSULTANT was doing business with any Key Contracting Person at the time of execution of this Agreement or had done business during the 365-day period immediately prior to the date on which it is executed; or
- (b) CONSULTANT does business with a Key Contracting Person at any time after the date on which this Agreement is executed and prior to full performance of this Agreement.

12.8.2 "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;
- (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 this Agreement.

12.8.3 "Key Contracting Person" means any person or business listed in Attachment 1 to Exhibit 5, attached and incorporated into this Agreement.

12.9 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.

The terms and conditions contained elsewhere in this Agreement prevail over different or contrary terms in any purchase order. The COUNTY will not pay invoices that are more than the amount authorized by the purchase order.

- 12.10 PAYMENTS. Payment will be made by check or by warrant 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 PROJECT MANAGER
P.O. Box 1748
Austin, Texas 78767

12.10.1 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.

12.10.2 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 CONTRACTOR, 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) The COUNTY may apply any funds COUNTY owes the CONSULTANT to the outstanding balance of debt for which notice is made under section 12.10.2(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.

- 12.11 INTEREST ON OVERDUE PAYMENTS. Accrual and payment of interest on overdue payments is governed by Chapter 2251 of the Texas Government Code.
- 12.12 PROPERTY TAXES. If the CONSULTANT is delinquent in the payment of property taxes in Travis County at the time of providing services under this Agreement, the CONSULTANT assigns any payments to be made for services rendered under this Agreement to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.
- 12.13 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 and 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.
- 12.14 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.
- 12.15 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB) PROGRAM REPORTING REQUIREMENTS.
- 12.15.1 HUB Program Requirements
- 12.15.1.1 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) SUBCONTRACTING DECLARATION Form provided with the CONSULTANT's Qualifications Statement and attached hereto as Exhibit 6 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*).
- For purposes of this Agreement, all references to "HUB" shall mean "certified HUB." To be considered as a "certified HUB," the subcontractor must have been certified by, and hold a current and valid certification with, any of the following three agencies: (1) The State of Texas; (2) the City of Austin; or (3) the Texas Unified Certification Program.
- 12.15.1.2 The Travis County Purchasing Office implemented an electronic reporting system (Vendor Tracking System) to 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.

The selected Respondent shall be responsible for the use of the system and require all subcontractors/subconsultants to be responsible for system reporting.

Training and additional information regarding the use of this system will be provided to the Respondent by Travis County Purchasing Office HUB staff after contract award but prior to commencement of contract performance.

If you have any questions regarding this system or difficulty in locating Certified HUB subconsultants contact the Travis County HUB staff at (512) 854-9700 for assistance.

12.16 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, if 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.

12.17 FUNDING LIMITATIONS. Funds for payment on this Agreement will come from the County. County funds for payment on this Agreement have been provided through the COUNTY budget approved by the Commissioners' Court for this fiscal year only. State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the cost of items or services covered by this Agreement is considered a recurring requirement and is included as a standard and routine expense of Travis County to be included in each proposed budget within the foreseeable future. The County 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, COUNTY cannot guarantee the availability of funds, and enters into this Agreement only to the extent funds are made available. The Fiscal Year for COUNTY extends from October 1st of each calendar year to September 30th of the next calendar year.

THE COUNTY CANNOT GUARANTEE THE AVAILABILITY OF FUNDS FOR COMPLETION OF THE PROJECT AND ENTERS INTO THIS AGREEMENT ONLY TO THE EXTENT THAT FUNDS ARE MADE AVAILABLE FROM THE COUNTY AND/OR THE COUNTY'S FUNDING PARTNERS. AS OF JANUARY 1, 2013, THERE IS SUFFICIENT FUNDING FOR THE FIRST TWELVE MONTHS OF THE PROJECT. FUNDING FOR ADDITIONAL PORTIONS OF THE PROJECT MAY OR MAY NOT BE MADE AVAILABLE BY THE COUNTY OR ITS FUNDING PARTNERS. THERE IS RISK INVOLVED WITH THIS AGREEMENT. THE COUNTY'S OBLIGATIONS UNDER THIS AGREEMENT ARE CONTINGENT UPON THE AVAILABILITY OF FUNDS. IF SUFFICIENT FUNDS ARE NOT AVAILABLE, THE COUNTY WILL NOTIFY THE CONSULTANT IN WRITING WITHIN A REASONABLE TIME AFTER SUCH FACT IS DETERMINED. THE COUNTY WILL THEN TERMINATE THIS

AGREEMENT AND WILL NOT BE LIABLE FOR THE FAILURE TO MAKE ANY PAYMENT TO THE CONSULTANT UNDER THIS AGREEMENT.

- 12.18 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 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.
- 12.19 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 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.
- 12.20 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.
- 12.21 CONSULTANT CERTIFICATIONS:
- 12.21.1 The CONSULTANT certifies that the CONSULTANT
- (a) is a duly qualified, capable and otherwise bondable business entity,
 - (b) is not in receivership and does not contemplate same,
 - (c) has not filed for bankruptcy,
 - (d) is not currently delinquent with respect to payment of property taxes within Travis County, and
 - (e) is duly licensed in the State of Texas to perform the work described in this Agreement.
- 12.22 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.

- 12.23 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.
- 12.24 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 consistent with this Agreement for the correction of those deficiencies by the CONSULTANT. The CONSULTANT must take action specified in the monitoring report prior to the deadlines specified.
- 12.25 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.
- 12.26 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.
- 12.27 CONFLICT OF INTEREST QUESTIONNAIRE. If required under Chapter 176 of the Texas Local Government Code, the 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, the CONSULTANT must file the completed Conflict of Interest Questionnaire with the Travis County Clerk, Recording Division, 5501 Airport Blvd., Austin, Texas 78751. The 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. The 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 accepted from disclosure under the Texas Public Information Act. The CONSULTANT is solely responsible for the preparation of its Conflict of Interest Questionnaire and the accuracy and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176 of the Local Government Code.

- 12.28 CERTIFICATION OF ELIGIBILITY. This provision applies if the anticipated contract exceeds \$25,000. By signing this Agreement, the CONSULTANT certifies that it is not on the federal government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list while this Agreement is in effect, the CONSULTANT must notify the Travis PURCHASING AGENT. Failure to do so may result in terminating the contract for default.
- 12.29 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.
- 12.30 ENTITY STATUS. This provision applies if CONSULTANT is a Texas corporation. 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.
- 12.31 ACKNOWLEDGEMENT. 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.
- 12.32 FORCE MAJEURE. If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, or any cause or causes beyond the reasonable control of such party whose performance is interrupted or delayed, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

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

URS CORPORATION:

By: DCWARTH

Printed Name: DANIEL C. WARTH

Title: VP
Authorized Representative

Date: 10.16.13

TRAVIS COUNTY:

By: _____
Samuel T. Biscoe
Travis County Judge

Date: _____

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nicki Riley
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

**EXHIBIT 1
COMPENSATION FOR PROFESSIONAL SERVICES
(ACTUAL COST OF SERVICES METHOD)**

SECTION 1 – COMPENSATION FOR BASIC SERVICES

1.1 Unless this Agreement has been amended or modified as provided herein, the payments for the tasks described below will be:

Phase I – Initiation Services	<u>\$ 359,323.50</u>
Phase II – Program Definition Development	<u>\$1,420,086.80</u>
Phase III – Procurement Documentation Preparation and Open Solicitation Period	<u>\$ 599,917.50</u>
Phase IV – Bid Evaluation, Selection and Negotiation Period	<u>\$ 600,618.90</u>
Phase V – Construction and Implementation	<u>\$ TBD*</u>
Total Fixed Fee for Phases I through V	<u>\$2,979,946.70</u>

**Phase V fees to be negotiated upon setting of PROGRAM construction budget.*

1.2 PAYMENT DELIVERABLES

Progress payments will be made on a monthly basis for work performed toward completion of the deliverables listed below, as described in detail in the Scope of Services, and as measured against the agreed upon detailed schedule of activities for services developed as a part of Phase I and adjusted from time to time by the CONSULTANT and COUNTY PROJECT MANAGER. Payment will be made within thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 12.10:

Phase I

1.1 Program Kick-Off Meeting Notes	\$ 11,162.15
1.2 Group Kick-Off Meetings Notes	\$ 47,663.30
1.3 Program Initiation	
1.3.1 Governance Structure Memorandum	\$ 33,811.30
1.3.2 Communication Processes & Protocols Plan	\$ 8,505.90
1.3.3 Document Management	\$ 32,176.00
1.3.4 Document Templates & Formats	\$ 31,975.20
1.3.5 CFCH DB Procurement Planning Memorandum	\$ 42,619.25
1.3.6 Parking Structures Procurement Planning Memorandum	\$ 48,008.05
1.3.7 Program Management Work Plan	\$ 103,402.35
TOTAL	\$ 359,323.50

Phase II

2.1 Procurement of IR/CA	
2.1.1 IR/CA Role Definition	\$ 12,924.70
2.1.2 IR/CA Scope of Work Memorandum	\$ 14,524.50
2.1.3 IR/CA Procurement Development	\$ 67,949.40
2.2 Program Definition	-

2.2.1 Due Diligence Review Reports	\$ 161,159.20
2.2.2 Program Verification & Completion	\$ 189,745.20
2.2.2.3 Manage IR/CA Architectural Program	\$ 134,156.00
2.2.3 Program Development Profile Memorandum	\$ 69,071.10
2.2.4 Sustainability Impact Memorandum	\$ 54,710.80
2.2.5 Real Estate Market Analysis Report	\$ 70,143.20
2.2.6 Technical Implementation Strategy	\$ 156,509.65
2.3 Program Budget and Schedule	\$ 114,758.50
2.4 Finalized program Financing and Funding Strategy Report	\$ 61,985.00
2.5 Public Information and Education Initiative Plan	\$ 312,449.55
TOTAL	\$1,420,086.80
Phase III**	
TOTAL	\$ 599,917.50
Phase IV**	
TOTAL	\$ 600,618.90
Phase V**	
TOTAL	\$ TBD

****Payment deliverables for these phases to be determined at a later date.**

SECTION 2 - FIXED FEE

- 2.1 The CONSULTANT and the COUNTY acknowledge the fact that the fixed fee, shown above, is the total cost of the Basic Services to be rendered under this Agreement. This fixed fee is based upon the labor, non-labor costs, and all expenses 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 PURCHASING AGENT shall be final and binding on the CONSULTANT, subject to CONSULTANT's rights under the Agreement.

SECTION 3 – COMPENSATION FOR ADDITIONAL SERVICES

- 3.1 For the performance of the Additional Services, the COUNTY shall pay the CONSULTANT under a written amendment to this Agreement. However, the CONSULTANT must not perform any Additional Services until after receiving a written contract modification for those services from the PURCHASING AGENT.
- 3.2 The basis of compensation for the services of principals and employees engaged in the performance of the Additional Services shall be the hourly rates set forth in Exhibit 2.
- 3.3 Work made necessary by the CONSULTANT'S errors or omissions does not constitute "Additional Service," and the CONSULTANT will receive no compensation for any such work.

EXHIBIT 2
HOURLY RATES FOR ADDITIONAL SERVICES

Staff Category	Staff Rates
Principal In Charge	\$ 250
Project Director	\$ 250
Deputy Project Manager	\$ 250
Construction Manager	\$ 250
Assistant Construction Project Manager	\$ 180
Assistant Construction Project Manager (Sub)	\$ 180
Procurement Manager	\$ 225
Financial Lead	\$ 350
Financial Analyst	\$ 300
Risk Modeler	\$ 200
Output Specification Lead	\$ 180
Operations & Maintenance Lead	\$ 210
RFQ/RFP Lead	\$ 210
Public Outreach and Information Lead	\$ 220
Technical Subject Matter Expert Lead	\$ 225
Lead Architect	\$ 250
Architect Support	\$ 150
Structural Engineering	\$ 150
MEP Engineering	\$ 150
Civil/Site Engineering	\$ 130
Landscaping & Urban Design	\$ 120
Geotechnical & Foundations	\$ 140
Fire Protection and Engineering	\$ 190
Survey	\$ 150
Audio Visual & Acoustics	\$ 160
Security/Security Systems	\$ 170
Parking Facility Planning & Engineering	\$ 160
Program Manager (sub)	\$ 225
Scheduler	\$ 170
Estimator	\$ 170
Project Controls	\$ 150
Engineer	\$ 150
Engineer - (Sub)	\$ 150
Design Review Manager	\$ 180
Compliance Officer	\$ 190
Compliance Personnel	\$ 130
Quality Assurance Officer	\$ 160
Health & Safety Officer	\$ 160
IT Support/ Web Development	\$ 130
Principal/ Lead Public Involvement Facilitator	\$ 170
Sr. Public Involvement Facilitator	\$ 125

EXHIBIT 3
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. The CONSULTANT will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONSULTANT will 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 will, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. The CONSULTANT will 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 will comply with the Regulations of the Department of Transportation (49 CFR 21 and 23 CFR 710.405) and all provision of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 (41 CFR 60) and of the rules, regulations and relevant order of the Secretary of Labor.
- E. The CONSULTANT will furnish, upon written request, all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto; and will 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 will include the provisions of paragraph (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 by Executive Order 11375 (41 CFR 60) so that

such provisions will be binding upon each subcontractor or vendor. The CONSULTANT will 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 interest of the United States.

EXHIBIT 4
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 SHALL BE NAMED AS AN ADDITIONAL INSURED UNDER THIS COVERAGE.
- C. Automobile Liability Insurance for all owned, non-owned, and hired vehicles with combined minimum limits for Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate. CONSULTANT shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in an amount of \$1 million per claim with a \$5 million excess limit.

If coverage is written on a claims-made policy, the retroactive date must be prior to the date services begin under this Agreement or the Effective Date of this Agreement, whichever comes first. Coverage must include a three-(3) year extended reporting period from the date this Agreement expires or is terminated. Certificate of Insurance must clarify coverage is claims-made and must contain both the retroactive date of coverage and the extended reporting period date.

The CONSULTANT shall not commence any field work under this Agreement until he has obtained all required insurance and such insurance has been approved by the COUNTY. The CONSULTANT shall not allow any subconsultant(s) to commence work to be performed in connection with this Agreement until all required insurance has been obtained. Approval of the insurance by the COUNTY shall not relieve or decrease the liability of 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 shall furnish the COUNTY with a certification of coverage issued by the insurer. The insurance company shall be subject to the approval of the COUNTY. The CONSULTANT shall not cause any insurance to be canceled nor permit any insurance to lapse. ALL INSURANCE CERTIFICATES SHALL INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY SHALL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER THE COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

**EXHIBIT 5
ETHICS AFFIDAVIT**

STATE OF TEXAS
COUNTY OF WILLIAMSON

Date: 10.16.13

Name of Affiant: DANIEL C. WARTH

Title of Affiant: VP

Business Name of CONSULTANT: URS CORPORATION

County of CONSULTANT: WILLIAMSON

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 and understand the English language.
4. CONSULTANT has received the list of Key Contracting Persons associated with this professional services agreement, which list 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.

DWARF
Signature of Affiant

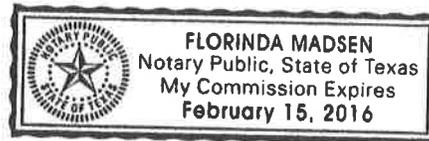
9400 AMBERGLEN BLVD

AUSTIN, TX 78729
Address

SUBSCRIBED AND SWORN TO before me by 16 on October, 2013.

Florinda Madsen
Notary Public, State of TEXAS

FLORINDA MADSEN
Typed or printed name of notary



My commission expires: February 15, 2016

ATTACHMENT 1 TO EXHIBIT 5
LIST OF KEY CONTRACTING PERSONS

October 9, 2013

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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse).....	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse).....	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse).....	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative.....	Vacant	
County Executive, Planning & Budget	Leslie Browder	
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.	
Interim Chief Information Officer	Tanya Acevedo	
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.....	Daniel Bradford	
Attorney, Transactions Division.....	Elizabeth Winn	
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	CW Bruner, CTP	

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 Loren Breland, CPPB
 Purchasing Agent Assistant IV John E. Pena, CTPM
 Purchasing Agent Assistant IV Rosalinda Garcia
 Purchasing Agent Assistant IV Angel Gomez*
 Purchasing Agent Assistant III Shannon Pleasant, CTPM
 Purchasing Agent Assistant III David Walch
 Purchasing Agent Assistant III Michael Long, CPPB
 Purchasing Agent Assistant III Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III Sydney Ceder*
 Purchasing Agent Assistant III Ruena Victorino*
 Purchasing Agent Assistant III Rachel Fishback*
 Purchasing Agent Assistant II Vacant
 Purchasing Agent Assistant II L. Wade Laursen
 Purchasing Agent Assistant II Sam Francis
 HUB Coordinator Sylvia Lopez
 HUB Specialist Betty Chapa
 HUB Specialist Jerome Guerrero
 Purchasing Business Analyst Scott Worthington
 Purchasing Business Analyst Jennifer Francis
 250th Judicial District Civil Court Judge John K. Dietz
 County Court at Law #2 Judge Eric Sheppard
 261st Judicial District Civil Court Judge Lora Livingston
 201st District Court Judge Amy Clark Meachum
 200th Judicial District Civil Court Judge Gisela D. Triana-Doyal
 Strategic Planning Mgr., Planning & Budget Belinda Powell
 Civil District and County Courts Peg Liedtke

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Purchasing Agent Assistant II	Jayne Rybak, CTP	12/14/13
Commissioner, Precinct 3	Karen Huber	01/01/14
Executive Assistant	Garry Brown	01/01/14
Executive Assistant	Julie Wheeler	01/01/14
Executive Assistant	Jacob Cottingham	01/01/14
Commissioner, Precinct 2	Sarah Eckhardt	05/31/14
Purchasing Agent Assistant III	Nancy Barchus, CPPB	06/28/14

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

EXHIBIT 6
HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS



RFS #S1301-008-CG
Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

ATTACHMENT 2

Travis County Government
Assigned Contract #:
(For County Office Use Only)

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM SUBCONTRACTING DECLARATION

The HUB Program policies and Minority and Woman-owned Business *subcontracting goals* shall be applicable to the eligible procurement dollars spent in the areas of Construction, Commodities, Services, and Professional Services.

<input type="checkbox"/> COMMODITIES	Overall MBE Goal: 3.5%	Sub-goals: 0.3% African-American 2.5% Hispanic 0.7% Asian/Native-American	Overall WBE Goal: 6.2%
<input type="checkbox"/> CONSTRUCTION	Overall MBE Goal: 13.7%	Sub-goals: 1.7% African-American 9.7% Hispanic 2.3% Asian/Native-American	Overall WBE Goal: 13.8%
<input type="checkbox"/> SERVICES	Overall MBE Goal: 14.1%	Sub-goals: 2.5% African-American 9.9% Hispanic 1.7% Asian/Native-American	Overall WBE Goal: 15.0%
<input checked="" type="checkbox"/> PROFESSIONAL SERVICES	Overall MBE Goal: 15.8%	Sub-goals: 1.9% African-American 9.0% Hispanic 4.9% Asian/Native-American	Overall WBE Goal: 15.8%

SECTION 1 BIDDER AND SOLICITATION INFORMATION

Bidder Company Name: URS Corporation State of Texas VID#: 19417169083

Address: 9400 Amberglen Boulevard City: Austin State: TX Zip Code: 78729

Contact: Dan Warth Phone No.: 512.419.6164 Fax No.: 512.454.8807 E-mail: dan.warth@urs.com

PM/Owner's Representative –
Development of New Travis
Project Name: County Civil & Family Courthouse Total Bid Amount: \$2,979,946.70 (Phases I-IV incl.) Solicitation #: RFS #S1301-008-CG

Is your company a certified HUB?
 Yes No

Indicate Gender & Ethnicity: _____

Certifying Agency (Check all applicable):
 State of Texas HUB City of Austin (M/WBE) Texas Unified Certification Program (TUCP) (DBE)

Definitions:
HUB – Historically Underutilized Business • M/WBE – Minority/Women-Owned Business Enterprise • DBE – Disadvantage Business Enterprise

The policy of the Travis County Purchasing Office is to ensure a "Good Faith Effort" (GFE) is made to assist certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-owned business (M/WBE) goals adopted by the Travis County Commissioners Court. Travis County encourages all Bidders to register as a County vendor through the County's online vendor registration.

"Prime Contractors who are awarded contracts with the County are required to make a "Good Faith Effort" to subcontract with HUBs. This includes professional services associated with the projects.

SECTION 2 SUBCONTRACTING INTENTIONS

Percentage to be subcontracted to Certified HUBS: 20.45% at end of Phase IV (\$609,441.00 of \$2,979,946.70)

Total MBE Dollars: \$432,957.00 Total MBE Percentage: 14.53% Total WBE Dollars: \$176,484.00 Total WBE Percentage: 5.92%

Check the box that applies to the Bidder:

We are able to fulfill all subcontracting opportunities with our own resources. If circumstances necessitate the use of any subs, I agree to seek the timely authorization by the County and adhere to the submission of any required documentation. (Complete Sections 5, 6 and 8)

We plan to subcontract some or most of the opportunities of this project and meet or exceed the set goals. (Complete Sections 3, 4, 6 and 8)

We plan to utilize subcontractors on this project, but will not meet the set goals. (Complete Sections 3, 4, 5, 6 and 8)



RFS #S1301-008-CG
Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

SECTION 3		DISCLOSURE OF CERTIFIED HUB SUBCONTRACTORS	
Travis County exercises the right to verify subcontractors listed on this project. It is the County's practice to consider ethnicity before gender when distinguishing HUB certifications and calculating goal achievement.			
<i>Note: To be considered "certified" with the State of Texas, City of Austin or the Texas Unified Certification Program, please attach a current and valid certificate. Sub-goals are included to assist you in diversifying your subcontractors.</i>			
Sub Company Name: <u>Austin Architecture Plus, Inc. dba Architecture Plus</u>		State of Texas VID#: <u>1742754656301</u>	
Address: <u>1907 N Lamar Blvd, Ste. 260</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78705</u>
Contact: <u>Betty Trent, AIA</u>	Phone No.: <u>512.478.0970</u>	Fax No.: <u>512.478.0920</u>	E-mail: <u>betty@austinarchplus.com</u>
Subcontract Amount: <u>\$162,204.00 ⁽¹⁾</u>	Percentage: <u>5.44%</u>	Description of Work: <u>Architectural Services</u>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Indicate Gender & Ethnicity: <u>Woman-Owned, Caucasian</u>			
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>Beverly Silas & Associates</u>		State of Texas VID#: <u>1280483828700</u>	
Address: <u>P.O. Box 493</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78767-0493</u>
Contact: <u>Beverly S. Silas</u>	Phone No.: <u>512.374.4997</u>	Fax No.: <u>512.323.9800</u>	E-mail: <u>bsilas@beverlysilas.com</u>
Subcontract Amount: <u>\$277,179.00 ⁽¹⁾</u>	Percentage: <u>9.30%</u>	Description of Work: <u>Public Involvement</u>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Indicate Gender & Ethnicity: <u>Female, African American</u>			
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input checked="" type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>CAS Consulting & Services, Inc.</u>		State of Texas VID#: <u>17429170248</u>	
Address: <u>7908 Cameron Road</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78754</u>
Contact: <u>Channy Soeur</u>	Phone No.: <u>512.836.2388</u>	Fax No.: <u>512.836.4515</u>	E-mail: <u>channys@casengineers.com</u>
Subcontract Amount: <u>\$155,778.00 ⁽¹⁾</u>	Percentage: <u>5.23%</u>	Description of Work: <u>Program Management & Construction Management</u>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Indicate Gender & Ethnicity: <u>Male, Asian</u>			
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input checked="" type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	
Sub Company Name: <u>DataCom Design Group, LLC</u>		State of Texas VID#: <u>13523711508</u>	
Address: <u>7600 Burnet Road</u>	City: <u>Austin</u>	State: <u>TX</u>	Zip Code: <u>78757</u>
Contact: <u>Jodi P. Bole</u>	Phone No.: <u>512.478.6001</u>	Fax No.: <u>512.478.2771</u>	E-mail: <u>jbole@datacomdesign.com</u>
Subcontract Amount: <u>\$14,280 ⁽¹⁾</u>	Percentage: <u>0.48%</u>	Description of Work: <u>Low Voltage Technology Consultant</u>	
Is your company a certified HUB? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Indicate Gender & Ethnicity: <u>Woman-Owned HUB</u>			
Certifying Agency (Check all applicable):		<input checked="" type="checkbox"/> State of Texas HUB <input type="checkbox"/> City of Austin (MWBE) <input type="checkbox"/> Texas Unified Certification Program (TUCP) (DBE)	

⁽¹⁾ Estimate for value at end of Phase IV.



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SECTION 4		DISCLOSURE OF NON-HUB SUBCONTRACTORS			
Travis County exercises the right to verify subcontractors listed on this project.					
Sub Company Name: <u>Alvarez & Marsal Real Estate Advisory Services, LLC</u>		State of Texas VID#: <u>20-1114121</u>			
Address: <u>555 Thirteenth St, NW, 5th Floor West</u>	City: <u>Washington</u>	State: <u>DC</u>	Zip Code: <u>20004</u>		
Contact: <u>Jay Brown</u>	Phone No.: <u>202.729.2110</u>	Fax No.: <u>202.729.2101</u>	E-mail: <u>jbrown@alvarezandmarsal.com</u>		
Subcontract Amount: <u>\$51,000 ⁽¹⁾</u>	Percentage: <u>1.71%</u>	Description of Work: <u>Real Estate / P3 Advisory Services</u>			
Sub Company Name: <u>BMO Capital Markets GKST Inc.</u>		State of Texas VID#: <u>N/A</u>			
Address: <u>115 S. LaSalle Street, 18W</u>	City: <u>Chicago</u>	State: <u>IL</u>	Zip Code: <u>60603</u>		
Contact: <u>Janis Brennan</u>	Phone No.: <u>312.845.2070</u>	Fax No.: <u>312.658.4678</u>	E-mail: <u>jan.brennan@bmo.com</u>		
Subcontract Amount: <u>\$50,000 ⁽¹⁾</u>	Percentage: <u>1.68%</u>	Description of Work: <u>Financial Advisor</u>			
Sub Company Name: <u>Cabrera Capital Markets, LLC</u>		State of Texas VID#: <u>32032637111</u>			
Address: <u>9901 IH 10 West, Suite 800</u>	City: <u>San Antonio</u>	State: <u>TX</u>	Zip Code: <u>78230</u>		
Contact: <u>Ricardo Villaseñor</u>	Phone No.: <u>210.558.2876</u>	Fax No.: <u>210.558.2877</u>	E-mail: <u>rvillasenor@cabreracapital.com</u>		
Subcontract Amount: <u>\$25,000 ⁽¹⁾</u>	Percentage: <u>0.84%</u>	Description of Work: <u>Financial Services</u>			
Sub Company Name: <u>Nacht & Lewis Architects, Inc.</u>		State of Texas VID#: <u>N/A</u>			
Address: <u>600 Q Street, Suite 100</u>	City: <u>Sacramento</u>	State: <u>CA</u>	Zip Code: <u>95811</u>		
Contact: <u>Michael Parrott</u>	Phone No.: <u>916.329.4000</u>	Fax No.: <u>916.329.7474</u>	E-mail: <u>mparrott@nachtlewis.com</u>		
Subcontract Amount: <u>\$30,000 ⁽¹⁾</u>	Percentage: <u>1.01%</u>	Description of Work: <u>Architecture</u>			

⁽¹⁾ Estimate for value at end of Phase IV.



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Program Manager/Owner's Representative for Development of a New Travis County Civil and Family Courthouse

SECTION 5 NON-COMPLIANT FOR MEETING SET HUB GOALS CHECKLIST

If you were unable to meet the goals for this project, select the box by the response(s) that best fits your situation:

- All subs to be utilized are "Non-HUBs." HUBs solicited did not respond.
 HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): _____

Goals are planned to be met by completion of Phase V.

SECTION 6 DETERMINATION OF "GOOD FAITH EFFORT" (GFE) CHECKLIST

The following checklist shall be completed by the Bidder and returned with the response. This list contains the minimum efforts that should be put forth by the Bidder when attempting to achieve or exceed the HUB goals. The Bidder may go beyond the efforts listed below. If additional information is needed, the Bidder will be contacted by the HUB Program Staff. Select the box that describes your efforts.

- Divide the contract work into the smallest feasible portions to allow for maximum HUB Subcontractor participation, consistent with standard and prudent industry practices.
- Notify HUBs of work that the prime contractor plans to subcontract, allowing sufficient time for effective participation? The HUB Program encourages that three or more HUBs be notified per scope of work and given no less than five working days to respond. (The notifications should contain adequate information about the project i.e. plans, specifications, and scope of work; Bonding and insurance requirements of the HUB subcontractor, and a point of contact within the Bidders organizations.)
- If a bid was requested from a HUB and then rejected, was a written rejection notice detailing the reasons why they were not selected issued? If yes, provide a copy of the rejection letter.
- Provide notices 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? If yes, attach correspondence.
- Bidder has (0) zero HUB participation. Provide an explanation

SECTION 7 RESOURCES

TRADE ASSOCIATIONS	PHONE (512)	FAX	E-mail/website
Asian Construction Trade	926-5400	926-5410	www.acta-austin.com
Austin Black Contractors	467-6894	467-9808	www.abcabx.com
Austin Metropolitan United Black Contractors	784-1891	255-1451	unism@sbcglobal.net
Natl. Assoc. of Women in Construction	476-5534	476-8337	
US Hispanic Cont. Assoc. de Austin	922-0507	374-1421	www.ushca-austin.com
CERTIFYING AGENCIES TRAVIS COUNTY RECOGNIZES			
CERTIFYING AGENCIES VENDOR DATABASE WEBSITES			
State of Texas Centralized Master Bidders List	www.cpa.state.tx.us/business.html		CMBL includes certified HUBs
City of Austin Minority Vendor Database	www.austintexas.gov/department/small-and-minority-business		Certified Vendors Directory
Texas Unified Certification Program	www.dot.state.tx.us/business		TUCP DBE Directory

SECTION 8 AFFIRMATION

As evidenced by my signature below, I certify that all the information provided is correct to the best of my knowledge. I am an authorized representative of the Bidder listed in SECTION 1, and that the information and supporting documentation submitted with HUB Forms are correct and true to the best of my knowledge.

Bidder understands and agrees that, if awarded any portion of the solicitation:

- The Bidder must either utilize Travis County HUB Programs Vendor Tracking System (VTS) to report payments to subcontractors on a monthly basis or submit monthly Payment Reports as requested by the HUB Program Coordinator.
- The Bidder must seek pre-approval from the HUB Program Coordinator prior to making any modifications to their HUB Subcontracting Plan. The Bidder must complete a HUB Subcontractor/Subconsultant Change Form obtained from the HUB Program Staff. Return form via fax to 512-854-9185 or email hubstaff@co.travis.tx.us.
- Travis County HUB Program Staff will perform a Good Faith Effort (GFE) Review, documenting the efforts put forth by the Bidder.

Name and Title: Dan Warth, PE, Vice President Date: October 22, 2013

Email Address: dan.warth@urs.com Signature: DWARTH

Provide contact information for the individual in your office who will handle invoicing for this project:

Name and Title: Joseph McKenzie, Project Control Administrator Email Address: joseph.mckenzie@urs.com

Phone No.: 512.419.5107 Fax No.: 512.454.8807

Please be reminded that Travis County is not party to your agreement executed with the subcontractors and subconsultants.

APPENDIX A SCOPE OF SERVICES

OVERVIEW

The CONSULTANT will serve as the COUNTY's professional program manager and agent for the PROGRAM, with single point-of-contact responsibility for managing the professional services consultant contracts, construction contracts, service contracts, FF&E vendors and move services providers.

The CONSULTANT is responsible for managing and resolving issues that arise between third-party consultants and contractors engaged by the COUNTY in connection with the PROGRAM as well as issues that arise between the CONSULTANT and third-party consultants and contractors engaged in connection with the PROGRAM. Issues that are not resolved to the CONSULTANT's satisfaction may be appealed in accordance with the provisions of the Professional Services Agreement.

The CONSULTANT shall give consultation and advice to the COUNTY during the performance of the CONSULTANT's services during the development, procurement, design and construction of the new Travis County Civil and Family Courthouse Program. All capitalized terms used but not defined in this Scope of Services have the meaning ascribed to them in the Professional Services Agreement ("PSA").

The CONSULTANT shall perform "Basic Services," which include: all elements of labor, materials and equipment required for the PROGRAM. Basic services shall be rendered to the satisfaction of the COUNTY PROJECT MANAGER and in accordance with the requirements, policies and standard practices of Travis County. The CONSULTANT shall submit the WORK PRODUCT, as defined herein, to the COUNTY for review and acceptance.

The Travis County Civil and Family Courthouse Program (the "PROGRAM") which comprises:

- 1 The SITE (block bounded by San Antonio, 3rd, 4th and Guadalupe Streets in Austin, TX);
- 2 The new Travis County Civil and Family Courthouse ("CFCH") including commercial facilities (the "CFCH PROJECT");
- 3 Parking facilities, both below and above ground, including commercial facilities;
- 4 Other potential uses of the remaining SITE.

The Scope of Services includes managing all activities in a highly collaborative environment to meet PROGRAM goals, including but not limited to: identifying and prioritizing the needs of Travis County users and other stakeholders; maximizing efficiencies in all aspects; considering all reasonable alternatives, and ultimately overseeing the implementation process while establishing and maintaining the schedule, scope, and budgets agreed for the PROGRAM. The Scope includes extensive communication responsibilities to keep all

stakeholders and the community informed of the PROGRAM's progress, while maintaining appropriate confidentiality.

The PROGRAM is to be delivered in phases:

- Phase I - Initiation Services
- Phase II - PROGRAM Definition Development
- Phase III - Procurement Document Preparation and Open Solicitation Period
- Phase IV - Bid Evaluation, Selection and Negotiation Period
- Phase V - Construction and Implementation

The CONSULTANT shall lead all PROGRAM team meetings to discuss progress, identify problems and action items, plan meetings, and develop and continuously monitor the scope, costs and schedule for the PROGRAM. PROGRAM meetings will be on site for interactive workshops and key meetings with multiple parties or the COURT. As appropriate for the meeting type, topic and timing, and as agreed to by the COUNTY PROJECT MANAGER, some meetings may be held using available technology for video or teleconferencing for some or all participants. Meetings held at locations other than COUNTY offices shall be coordinated through the COUNTY PROJECT MANAGER.

The CONSULTANT shall have authority to exercise the COUNTY's rights under any of the contracts it has executed with third parties in connection with the PROGRAM, including without limitation the right to give direction directly to any consultants or construction contractors in activities for which the COUNTY has the authority to direct. Such authority shall be exercised by the CONSULTANT in order to complete the PROGRAM, avoid delay, and control costs.

Public Information

The CONSULTANT is the single point of contact for public information and will present information for the COUNTY communicating the performance on the PROGRAM.

Stop Work Authority

The CONSULTANT shall have the authority to accept or reject any work of any third-party contractor in coordination with the COUNTY PROJECT MANAGER. In the event such work is not corrected prior to scheduled cover-up of the defective work, the CONSULTANT shall have the authority to stop work, redirect any third party including the contractor's work effort, coordinate the remedies, keep the project moving efficiently and effectively, and prepare back charges as necessary. Such directions shall be logged and reported weekly.

Job Site Safety

The CONSULTANT shall monitor safety on the site. The CONSULTANT is authorized to stop or delay work if deficiencies are noted. The COUNTY shall be advised in the most expeditious manner followed with complete written information as soon as practical.

Phase I – Initiation Services

Task 1. PROGRAM KICK-OFF MEETING

The first meeting will be comprised of the COUNTY PROJECT MANAGER, PURCHASING AGENT, PROJECT EXECUTIVES, FACILITIES MANAGEMENT DEPARTMENT DIRECTOR and other key staff. This task will focus on the development of a communication strategy and plan as an early and on-going requirement for the PROGRAM. Communication protocols will be developed and best practices employed for each level of internal and external communication to provide consistency in the handling of information, as well as the protection of any confidential information. These protocols will be considered a routine aspect of documentation over the life of the PROGRAM.

Task 2. GROUP KICK-OFF MEETINGS

The first meeting with each committee or stakeholder group developed in Phase I will be deemed a Kick-Off meeting with that group. The appropriate communication protocols will be reviewed with each group to align understanding of the governance structure and communication plan across the various groups. Approved goals and objectives for each group will be added to the Management Plans as they are developed.

Task 3. PROGRAM INITIATION

The CONSULTANT will develop and meet as necessary with the COUNTY PROJECT MANAGER and key staff to establish the following:

- (i) Governance structure for the PROGRAM, including committees, roles, functions and responsibilities for the management of daily operations, and approval of process documents.
- (ii) Communication processes and protocols for each phase of the PROGRAM.
- (iii) A framework and protocols for document management and exchange of information.
- (iv) The Phase I stakeholder groups and committees and identification of coordination and management protocols, points of contact and draft charges for the groups identified.
- (v) Formats/templates of master documents to be used during each phase of the PROGRAM to include organizational charts, schedules, logs, meeting notes, estimates, transmittals, invoices, frameworks, etc.
- (vi) A procurement process structure, governance and project controls process that reflects and articulates a design-build procurement for the CFCH to include at a minimum:
 - (a) Governance structure articulating roles, responsibilities and approvals,
 - (b) Procurement schedule identifying approval processes; overall task details and responsibilities; and timeline for the completion of each procurement required for a Design-Build project in Texas as defined by Texas Government Code, Chapter 2269, and
 - (c) A communication process and protocols applicable during the procurement phase.

(vii) A procurement process structure, governance and project controls process that reflects and articulates delivery method for the parking structures to include at a minimum:

- (a) Governance structure articulating roles, responsibilities and approvals,
- (b) Procurement schedule identifying approval processes; overall task details and responsibilities; and timeline for the completion of each procurement required.
- (c) A communication process and protocols applicable during the procurement phase.

(viii) The Work Plan for the management of the PROGRAM, including coordination with INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT (IR/CA) and other COUNTY advisors to the PROGRAM and the master schedule document for the management of time and resources for the PROGRAM.

DELIVERABLES FOR PHASE I

- i. Governance structure
- ii. Communication strategy
- iii. Non-disclosure agreement for internal and external PROGRAM members and stakeholders
- iv. PROGRAM base execution plan
- v. PROGRAM base work plan
- vi. Master organizational chart
- vii. Contact list
- viii. Collaborative virtual secured workspace for PROGRAM information and data exchange hosted by CONSULTANT
- ix. Key stakeholder register and stakeholder management plan
- x. Committee register, charters, and committee management plan
- xi. Design-build procurement process structure and procurement management plan
- xii. PROGRAM controls plan including process and templates for meeting agendas, notes and task lists or action items
- xiii. Schedule templates for use in later phases of the PROGRAM
- xiv. PROGRAM preliminary schedule
- xv. PROGRAM quality assurance and control plan

Phase II – PROGRAM Definition Development

TASK 1: Procurement of INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT (IR/CA)

All procurement-related tasks will be developed and coordinated with the PURCHASING AGENT and the COUNTY PROJECT MANAGER, and approved by the PURCHASING AGENT.

Sub-Task 1A. IR/CA ROLE DEFINITION

The CONSULTANT will develop a clear articulation of the PROGRAM goals, values and definition, and the role of the INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT as required by Texas Government Code 2269.

Sub-Task 1B. IR/CA SCOPE OF WORK

The CONSULTANT will develop the scope of work for the IR/CA to work in conjunction with CONSULTANT and the PROGRAM team which is to be used for the solicitation documents for the IR/CA. As part of the scope of work the CONSULTANT will create the performance objectives and requirements narrative to be used by the IR/CA in the development of the specifications for the DESIGN CRITERIA PACKAGE. The performance objectives and requirements should provide strategic advice and soundings on at least the following:

- (a) Functionality criteria
- (b) Security criteria
- (c) Technology objectives
- (d) Building image and aesthetic criteria, including theme, spirit and feel of the PROGRAM
- (e) Information to describe the dignity of the Courts
- (f) Life cycle objectives for major systems
- (g) Objectives and criteria for movement through the building, as well as separation and adjacency requirements
- (h) Quality objectives

Sub-Task 1C. IR/CA PROCUREMENT DEVELOPMENT

The CONSULTANT will receive and refine a procurement process structure, governance and controls to prepare the RFQ for the IR/CA role. The CONSULTANT will coordinate with the PURCHASING AGENT the creation of a procurement evaluation criteria package for the IR/CA solicitation as a part of this phase of the work, and support the COUNTY's evaluation of the submissions.

TASK 2: PROGRAM Definition

The work to define the PROGRAM will be performed in a collaborative fashion, through a series of meetings and iterative analyses, with the COUNTY PROJECT MANAGER, key advisors, stakeholder groups, and the COURT. All workshops and meetings held for the development of the DESIGN CRITERIA PACKAGE will be led and managed by CONSULTANT. CONSULTANT will provide the quality assurance for the DESIGN CRITERIA PACKAGE through their review and integration of the work performed by the IR/CA.

Sub-Task 2A: DUE DILIGENCE REVIEWS

The CONSULTANT will perform due diligence reviews of data provided by the COUNTY, and provide advice and assistance in the development of any additional information or work that should be included in the reference information to be provided in the RFP documents for the PROGRAM, including but not limited to:

(i) SITE survey and geotechnical data

(ii) Subsurface utility investigation

(iii) Phase I Environmental Analysis

(iv) Property acquisition, permitting details/requirements for the SITE. Identify potential conflicts, and develop appropriate resolution/mitigation strategies to provide a clear articulation of the concerns and requirements in the Procurement Documents developed in Phase III.

(v) SITE utility needs study

Sub-Task 2B: PROGRAM VERIFICATION and COMPLETION

The CONSULTANT will perform due diligence reviews of the current Civil and Family Court House Program provided by Travis County and highlight the need, if any, for additions, refinements and clarifications to be developed by the IR/CA. Review will include:

(i) Review and analysis of the building size; numbers and types of parking spaces; develop an understanding of the current and future need based on forecasting information provided by Travis County; macro and micro level adjacencies; and finalize the appropriate grossing factors for various elements of the facility.

(ii) The analysis should also include consideration of the impact of adding other tenants to the PROGRAM, and identify the specific programming information to be developed by the IR/CA including at a minimum:

(a) Other commercial uses in the CFCH,

(b) Full build out versus use of future expansion space for swing space for other COUNTY offices and departments, or other phased build out approaches as appropriate.

(c) The impact of additional uses on the parking requirements for the site.

(iii) The Consultant will manage the work of the IR/CA for the completion of the Architectural Program necessary to describe the CFCH and parking facilities for the PROGRAM.

Sub-Task 2C: PROGRAM DEVELOPMENT PROFILE

The CONSULTANT will review, refine and finalize the PROGRAM development profile for the SITE and coordinate the determination of the configuration of the various elements of the PROGRAM to include only the size, orientation, and relationships between:

- (a) the Civil and Family Courthouse
- (b) Parking facilities
- (c) Retail facilities
- (d) Other potential commercial uses

Sub-Task 2D: SUSTAINABILITY

The CONSULTANT will identify the sustainability objectives, including compliance with COURT policy to attain a minimum U.S. Green Building Council Leadership in Energy and Environmental Design (LEED) Silver certification, to emphasize water conservation and reduced energy costs and include LEED objectives or credits that add the best value to the PROGRAM and focus on the following at a minimum:

- (a) Reduced operational utility costs
- (b) Reduced operational maintenance costs
- (c) Increased useful life of building systems and equipment
- (d) Increased user satisfaction
- (e) Community enhancement
- (f) Support of local industry and economy
- (g) Reduced global environmental impacts
- (h) Participation in the Austin Energy Central Energy Loop for HVAC for the PROGRAM.

The CONSULTANT will provide a life cycle cost analysis or similar detailed investigations for LEED and other measures under consideration for selection based on overall benefits and contribution toward an integrated design. The analysis will be used to maximize the value of the measures pursued while minimizing first cost premiums.

Sub-Task 2E: REAL ESTATE MARKET ANALYSIS

The CONSULTANT will review and refine the physically possible, legally permissible, and financially feasible uses for the potential development of the Travis County SITE located in downtown Austin. Potential additional uses of the SITE will be limited to retail and commercial office uses, and associated parking. Development of a commercial office and retail real estate market analysis and plan for the PROGRAM will consider the best orientation of the CFCH PROJECT on the site to preserve the best future expansion space and the best means to monetize the site in the interim to benefit Travis County and the PROGRAM. The scope of the CFCH PROJECT will include analysis of up to 4 development scenarios and is broken down into the following activities: Research, Financial Modeling, and Ranking.

- Research relevant submarket and comparable data on retail and office uses, and associated parking.
- Collect rental data to arrive at an overall market rent for each of the proposed uses under analysis.
- Conduct outreach to local developers, brokers, and other stakeholders to assess the real estate development potential of the site and to identify and discuss an objectives and limitations for the PROGRAM
- The market research, rent growth, occupancy and absorption assumptions will be used to arrive at a revenue stream projection for each of the proposed uses. The revenue stream will be the basis for the financial modeling.
- Meet with COUNTY officials, ADVISORS and the COURT to ascertain any development restrictions and/or limitations, if any, imposed by law on the COURT.

The research collected will serve as the foundation for the recommended product type mixes that will be tested in the financial modeling scenarios. The recommended mixes will meet architectural requirements and comply with the restrictions and/or limitations, if any, imposed by law on the COURT.

Financial Modeling

Develop a financial model to assist in determining the financial feasibility of the four scenarios. The following activities are included in the scope:

- Revenue projections – Based on research activities outlined above.
- Expense analysis - Collect and review actual expense data from competing properties, where available, as well as published data to arrive at an expense estimate for the property use being analyzed. All estimates will be market supported and fully explained in the report. The expense analysis will also include typical capital reserve items.
- Net cash flow - After completing the above, a net cash flow forecast will be created including an analysis of leasing commissions, tenant improvements and absorption costs if warranted.
- Construction costs - An estimate of potential construction costs will be made based on typical construction quality in the market.

After completing the above, the financial performance of the four scenarios being considered will be compared to the likely construction costs to determine the feasibility of each. The final deliverable in this activity is a projected return on cost.

Ranking

Arrive at a weighting of the probability of success of each of the four scenarios based on factors such as supply and demand risk and investment risk in each of the product types.

Sub-Task 2F: TECHNICAL IMPLEMENTATION STRATEGY

The CONSULTANT will develop a Technical Implementation Strategy for the PROGRAM to include:

- (1.) Design-Build Manual, which will contain guidelines for the conceptual development, procurement and implementation of design-build projects. The Design-Build Manual will be project specific, but have general application.
- (2.) Development, review and refinement of a PROGRAM risk matrix and a risk mitigation and allocation model for the reference concept under the design-build delivery method.
- (3.) Determination of the potential value of advanced contract works related to the first phase of development of the PROGRAM
- (4.) Constructability Scenarios for the reference concept will consider the effects on development and procurement strategies for the PROGRAM, to include using constructability scenarios prepared by the IR/CA.

TASK 3: Review and Refine Cost Estimates and Schedule for the PROGRAM and Develop the PROGRAM BUDGET and SCHEDULE.

Sub-Task 3A. REVIEW EXISTING COST ESTIMATES

The CONSULTANT will review and analyze the construction, operations and maintenance risk-based cost estimates provided by the COUNTY.

Sub-Task 3B. DEVELOP INDEPENDENT CONSTRUCTION COST ESTIMATE & SCHEDULE

The CONSULTANT will develop an independent risk-based construction cost estimate and risk-based schedule to match the potential phasing of the PROGRAM as defined in the reference concept, to reach an agreed upon design-build cost estimate with the IR/CA and the COUNTY.

Sub-Task 3C. LIFECYCLE COST OPTIMIZATION

The CONSULTANT will refine and establish estimates of the operations and maintenance cost for the PROGRAM to optimize decisions related to the life cycle choices and performance requirements for the systems and quality of the PROGRAM defined in the DESIGN CRITERIA PACKAGE, to reach an agreed upon lifecycle cost estimate with the IR/CA and the COUNTY.

Sub-Task 3D. BUDGET STRUCTURE

The CONSULTANT will develop agreed upon PROGRAM cost categories and contingencies for overall establishment, management and cost control of the PROGRAM BUDGET.

Sub-Task 3E. DEVELOP PROGRAM BUDGET & SCHEDULE

The CONSULTANT will develop for agreement the PROGRAM BUDGET and SCHEDULE.

Sub-Task 3F. ECONOMIC IMPACT STATEMENT

The CONSULTANT will develop an estimate of the economic impact of the PROGRAM development on Travis County.

TASK 4: Finalize Financing and Funding Strategy for the PROGRAM.

Sub-Task 4A. FINANCING PLAN

The CONSULTANT will work with the COURT's other ADVISORS, COUNTY PROJECT MANAGER and key COUNTY financial staff to develop a financing plan for the PROGRAM. The preliminary cashflow projections included in the financial analysis should consider the revenue implications of the real estate objectives for the SITE identified in Phase I Task 2, including full build out and phased build out. The report and presentation will include municipal bond market conditions, projected financing costs, interest rate outlook, market outlook and hedging considerations.

Sub-Task 4B. FUNDING STRATEGY

The CONSULTANT will consider the tax implications and other public finance limitations imposed on counties in the State of Texas and their impact in the development of an optimal funding strategy for the PROGRAM. The final funding strategy shall clearly articulate the required funding to support the PROGRAM as identified in the DESIGN CRITERIA PACKAGE and include both long-term and short-term funding requirements. The report and presentation on alternative sources of financing will include a comparison to municipal bond market costs including long term and bank market options. The report will include comparisons in costs, timing, term and completion/closing risk. This analysis will be refreshed as required for the later phases.

Sub-Task 4C. DEVELOPMENT SCENARIO FUNDING & RISK TRANSFER OPTIONS

The CONSULTANT will work with the real estate advisor to identify revenue opportunities, development opportunities and costs savings available for the four development scenarios. The CONSULTANT will quantify the benefit to the COUNTY, contrast the potential risks and provide recommendations for each alternative.

TASK 5: Develop and Execute the Public Information and Education Initiative for the PROGRAM.

Sub-Task 5A. PUBLIC INFORMATION AND EDUCATION PROGRAM

The CONSULTANT will provide a public information and education program for the PROGRAM. The program shall consider the different public outreach needs for the various stages and phases of the PROGRAM. The program shall consider the use of different media outlets, including print, social media, radio, and television for each phase of the PROGRAM as it is developed. The communication program should also consider the need for a "grass

roots” approach to public education and information dissemination for the PROGRAM. The CONSULTANT will develop an Initiative Framework that matches specific communication strategies and tools to particular interest groups, tailored to each phase of the PROGRAM and the goals and objectives of the PROGRAM at each phase. The CONSULTANT will also develop a brand/logo for ease of PROJECT identification.

Sub-Task 5B. PROGRAM WEBSITE

The CONSULTANT will be responsible for the development of website content for a PROGRAM website that will be hosted by Travis County throughout the PROGRAM. Website design and content will be coordinated through the COUNTY PROJECT MANAGER and within the current design parameters established by Travis County Information Technology Services. This website will be maintained separately from any electronic communication platform established for the internal day to day management of the PROGRAM and will be an outwardly facing source of information dissemination for the PROGRAM. The website will also be accessible for those with special needs, as required and defined by Americans with Disabilities Act (ADA).

Sub-Task 5C. EDUCATION INITIATIVE MATERIALS

The development of an Education Initiative for a bond referendum to fund the PROGRAM is an early requirement of the communication program. The CONSULTANT will be responsible for the development of appropriate messaging for each phase of the PROGRAM. The CONSULTANT will prepare a speakers kit for the PROGRAM and make it available for all COUNTY elected and appointed officials, and their staffs, to use as they discuss the PROGRAM prior to a bond referendum. Additional kits will be developed to announce major milestones on the PROGRAM. Fact Sheets and Frequently Asked Questions (FAQ’s) will also be created and updated quarterly through the PROGRAM period. Targeted and customized outreach strategies and materials will be employed to ensure opportunities to educate populations and groups including the following:

- Environmental justice (EJ) populations
- Businesses and property owners across all strata
- Non-profit, faith-based and other community-serving organizations and their clients
- School communities (schools, parents and staff)
- Health care facilities and staffs
- Other governmental entities

Sub-Task 5D. PUBLIC MEETINGS

Dates, times, and locations for all public meetings held for the PROGRAM will be coordinated with the COUNTY PROJECT MANAGER. The PROGRAM MANAGER for the CONSULTANT or CONSULTANT representative agreed upon in advance will attend all public meetings for the PROGRAM. The CONSULTANT will document each public meeting and outreach meeting for the PROGRAM and provide a written summary of the meeting,

including any follow-up actions needed and attendance logs/ sign in sheets for each meeting. A calendar of meeting and events will be kept and made available on the PROGRAM website. A database will be created from attendees of public meetings to be used for future open house/public meeting type events. The foundation of this database will be provided by Travis County. Particular attention will be given to ensure that traditionally underrepresented and hard-to-reach populations and groups have sufficient opportunity to engage in the process, and be educated on the value of having a new Civil and Family Courthouse. During the initial phase, leading up the referendum, it is anticipated there may be a minimum of two meetings weekly. These will be designed to educate the public/stakeholders on the need for the new facility. These meetings will not only include those initiated by the CONSULTANT, but will also include those requested by various stakeholder and community organizations at their regularly scheduled times and location(s).

DELIVERABLES FOR PHASE II TASK 1

Scope of work document for the RFQ to solicit an IR/CA to assist with the completion of the DESIGN CRITERIA PACKAGE

Performance objectives and requirements narrative

Procurement governance structure and procurement project controls for the selection of an IR/CA

IR/CA procurement evaluation criteria

DELIVERABLES FOR PHASE II TASK 2

Meetings, workshops and presentation to the COURT and key stakeholder groups identified for this phase to develop clearly articulated goals and objectives for the various elements of the PROGRAM, including CFCH, parking facilities, retail facilities, and other potential commercial uses of the remaining SITE.

Updated program document

Due diligence reports

Sustainability report, including LEED credits analysis and objectives for the PROGRAM

Real estate market analysis and concepts report

Technical implementation strategy and updated work plan for the PROGRAM

Design Build Manual

Packaging of all information required for a complete DESIGN CRITERIA PACKAGE for inclusion in the RFP for the PROGRAM

DELIVERABLES FOR PHASE II TASK 3

PROGRAM risk-based construction cost estimate and schedule

PROGRAM operations and maintenance cost estimate

PROGRAM BUDGET and SCHEDULE report

Economic Impact Statement

DELIVERABLES FOR PHASE II TASK 4

Financing plan report and presentation

Funding strategy report and presentation

Development scenario funding and risk transfer options report

DELIVERABLES FOR PHASE II TASK 5

Communications Initiative Framework

Interest Group and Stakeholder Rosters

Roster of Media Outlets and Contacts

Meeting documentation:

- Agendas

- Presentations

- Print materials (English and Spanish)

- Sign in sheets

- Photographs/videos (as warranted or when appropriate)

- Summary documentation

- Calendar of events and meetings

- Website content

- Speakers' kits

- Fact sheet (electronic and print)

- Frequently asked questions

- Media kits

- Media blasts – content and design

- Database used during PROGRAM

Phase III – Procurement Documentation Preparation and Open Solicitation Period

This phase of the CONSULTANT'S work is focused on the development of structures and tools to understand the authorities for the PROGRAM, assign responsibilities, track work streams, resolve key issues and advance the schedule for the PROGRAM through the review and refinement of solicitation documents. The CONSULTANT will receive from the COUNTY and refine a procurement governance structure and procurement project controls for the procurement of the DESIGN-BUILD TEAM, including a procurement schedule identifying approval processes; overall task details and responsibilities; and a timeline for the completion of each procurement required for a design-build project in Texas as defined by Texas Government Code 2269, including any other specialty services and contracts, determined in Phase I, as necessary for the execution of the PROGRAM. The procurement tasks associated with the selection and hiring of an INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT are included in Phase II of the CONSULTANT'S services and are excluded from this procurement phase.

TASK 1: Procurement Documentation Preparation.

The CONSULTANT will review and refine, as needed, a cohesive procurement package based on existing COUNTY documents for use in securing the services of a DESIGN-BUILD TEAM to design and develop the PROGRAM. Review and refinement of procurement documentation will be under the leadership of the CONSULTANT, who will provide the technical advice, leadership, quality control, and quality assurance for the information developed for the Request for Qualifications (RFQ) and Request for Proposal (RFP) phases of the design-build procurement for the PROGRAM. The creation of the bridging documents for the RFP phase of the procurement is the responsibility of the INDEPENDENT REPRESENTATIVE / COMPLIANCE ARCHITECT. The CONSULTANT will provide management review and advice during the development of the bridging documents, and quality assurance and control reviews for the bridging documents so that a complete and cohesive procurement document is prepared for the PROGRAM. Other information necessary to support the bridging documents and provide a detailed understanding of the PROGRAM in a comprehensive fashion is the responsibility of the CONSULTANT. The development of a fair, transparent and timely procurement for the PROGRAM is the responsibility of the CONSULTANT. All procurement phase tasks will be developed and coordinated with the PURCHASING AGENT and the COUNTY PROJECT MANAGER, and approved by the PURCHASING AGENT.

Specific tasks will include:

- (i) The creation of a procurement governance structure and procurement project controls for the successful solicitation, evaluation, selection and contract negotiations for a DESIGN-BUILD TEAM.
- (ii) Review of existing COUNTY solicitation documents necessary for a design-build project in a two-step process beginning with COUNTY's "Design-Build Request for Qualifications"

(RFQ) to qualify design-build teams for the Request for Proposal (RFP) stage of the procurement.

(iii) Refinement of the RFQ forms and schedules for the submission of qualification requirements; refinement of the RFQ evaluation framework and RFQ schedule; coordination with the COUNTY on standard solicitation-related documents and other attachments and requirements for the RFQ release.

(iv) Assemble, review and finalize any aspects of the DESIGN CRITERIA PACKAGE completed in Phase I to be released at the RFQ stage of the procurement.

(v) Coordinate preparation of responses to Requests for Information (RFI) during the RFQ phase of the procurement and any addenda to be issued.

(vi) Review and assess submitted RFQ documents for compliance, including reference checks on the respondents.

(vii) Review of the evaluation framework and criteria with all internal COUNTY staff who will participate in the evaluation process.

(viii) Assist COUNTY with development and release of the announcement of shortlisted proponents.

(ix) Coordinate issuance and receipt of non-disclosure agreements from shortlisted proponents.

(x) Coordinate refinement of the completed DESIGN CRITERIA PACKAGE to be released to the shortlisted respondents, including the creation of a design-build manual based on existing COUNTY documents and the guidelines contained in the Design-Build Manual provided in Phase II.

(xi) Coordinate the Request for Proposal (RFP) stage of the solicitation, including the population of a virtual data room with the comprehensive information on the PROGRAM required for a detailed understanding of the PROGRAM on the part of the respondents.

(xii) Refine COUNTY's "Design-Build Request for Proposals" (RFP) from the shortlisted respondents to include all technical, financial, schedule and cost information to be submitted in response to the RFP.

(xiii) Create offer/submission schedule and administrative requirements.

(xiv) Coordinate finalization of the technical and financial evaluation framework and detailed criteria to be used in the evaluation of the offers.

TASK 2: Open Solicitation Period.

The CONSULTANT will manage the open solicitation period in coordination with the PURCHASING AGENT and COUNTY PROJECT MANAGER, including design presentation

meetings with bidders, responses to Requests for Information to the RFP, and release of addenda related to the RFP.

DELIVERABLES FOR PHASE III TASK 1

Procurement schedule

Procurement governance structure

Procurement project controls

Design-Build Manual

RFQ evaluation framework refinements, as needed

RFQ evaluation criteria refinements, as needed

Request for Qualifications refinements, as needed

Coordinated Responses to RFIs

Coordinated DESIGN CRITERIA PACKAGE to include all information prepared by others

Request for Proposals refinements, as needed

RFP evaluation framework refinements, as needed

RFP evaluation criteria refinements, as needed

DELIVERABLES FOR PHASE III TASK 2

Meeting agendas and materials for pre-submission conferences and meetings

Coordinated Responses to RFIs

Coordinated RFP addenda

Phase IV – Bid Evaluation, Selection and Negotiation Period

TASK 1. The PURCHASING AGENT will accept offer submissions and the CONSULTANT will perform a completeness check on all responses, perform conflict of interest verification with evaluation team, and organize and conduct technical and financial compliance checks on the offers.

TASK 2. The CONSULTANT will perform an evaluation of all technical and financial aspects of the offers, including an assessment of any innovations offered. A summary of the assessment will be developed for discussion with the evaluation team and any committees established for the procurement. The CONSULTANT will present their findings in confidential meetings with all of the evaluation committees.

TASK 3. The CONSULTANT will formalize the rankings of the offers made by the evaluation committee(s) for presentation to the COURT with a recommendation to begin negotiations

with the Design-Build firm that submits the proposal offering the best value for the COUNTY on the basis of the published criteria and ranking evaluations.

TASK 4. The CONSULTANT, in coordination with the PURCHASING AGENT, COUNTY PROJECT MANAGER and the Travis County Attorney's Office, will chair and lead all negotiation meetings required to finalize the design-build agreement for the PROGRAM.

TASK 5. The CONSULTANT will provide periodic updates on the status of the negotiations to the COURT and present the finalized design-build agreement to the COURT for approval. The CONSULTANT will also conduct and participate in debriefing meetings with key stakeholders and committees on the design-build agreement as appropriate to inform and improve understanding of subsequent steps in the development process.

DELIVERABLES FOR PHASE IV

Summary results of the completeness check

Summary findings for the technical review, including analysis of any innovations offered

Summary of findings for financial review for the DESIGN-BUILD TEAM

Meeting agendas for negotiations

Summary status reports on the negotiations for sub-committee meetings

Coordinated Final Design-Build Agreement

Agenda and summary of the contract for debriefing meetings

Master schedule update

Master budget update

Phase V – Construction and Implementation

The CONSULTANT will provide a program management team for the oversight and management of the design, construction and implementation of the PROGRAM. The tasks of the program management team will include:

a) Establish, maintain and operate construction communication protocols and the governance structure. The communication protocols will address the interface with the public and include the facilitation of a public consultation process for both internal and external stakeholders, the COURT and the DESIGN-BUILD TEAM.

b) The CONSULTANT will meet weekly with the COUNTY PROJECT MANAGER, DESIGN-BUILD TEAM and others as needed.

c) The CONSULTANT will oversee the implementation of the PROGRAM and compliance with the design-build agreement.

d) The CONSULTANT will monitor the achieved PROGRAM SCHEDULE and PROGRAM BUDGET, and recommend actions to the COUNTY PROJECT MANAGER so as to maintain the approved PROGRAM SCHEDULE and PROGRAM BUDGET.

e) The CONSULTANT will lead the compliance reviews the purpose of which is to determine technical and financial compliance with the design-build agreement. The CONSULTANT will, coordinate with the COUNTY PROJECT MANAGER and other key stakeholders and advisors, including COUNTY technical staff for technical and financial review input and participation during design, construction and occupancy of the PROGRAM. The CONSULTANT will establish, maintain and operate a tracking and comment resolution process for compliance reviews during the design period.

f) The CONSULTANT will establish, maintain and operate a change management plan, which will include the process for identification of potential scope and other changes, negotiation with DESIGN-BUILD TEAM, and recommendations for approval of any changes.

g) The CONSULTANT will issue summary status reports each month to advise the COURT on the compliance of the DESIGN-BUILD TEAM, any recommendations made or corrective actions taken to bring the PROGRAM into compliance, and the current status of the schedule and budget for the PROGRAM. The summary status reports should also record next steps and action items, if any, that have been assigned to COUNTY personnel or advisors. The summary status reports will be an internal management tool and not intended for public distribution.

h) The CONSULTANT will develop a public status report each month, for posting to the PROGRAM website as appropriate and as described in the communication plan developed for this phase of the PROGRAM.

i) The CONSULTANT will develop a communication plan for this phase of the PROGRAM that addresses the need for key stakeholder communication and participation during the design process and outlines an appropriate interaction for key stakeholders as the PROGRAM moves from design into construction. The communication plan will address an appropriate public consultation process for the design period and outline a public information plan for the construction, occupancy and opening periods of the PROGRAM.

j) The CONSULTANT will facilitate all public meetings held at key milestones for the PROGRAM during the design and construction period, announce and coordinate access to the SITE at key milestones including ground breaking, one interim tour period of at least one tour per day for 5 days at a milestone agreed upon with the DESIGN-BUILD TEAM, and at an opening event.

k) The CONSULTANT will develop a reporting structure for the construction period of the PROGRAM. The CONSULTANT will also prepare background information for issues requiring action by the COURT. The CONSULTANT will identify all reports and submissions during the design and construction period in the PROGRAM schedule of deliverables.

l) The CONSULTANT will establish, operate and maintain a PROGRAM data control and retrieval system for both digital and hardcopy materials to track the evolution of decisions, and record the receipt and delivery of appropriate approvals. Files shall be kept in a fashion that is readily retrievable and available no later than 24 hours after the request is made by the

COUNTY PROJECT MANAGER or the COURT, or no later than 24 hours after the County Attorney's Office has opined to the CONSULTANT on a public information request that information can be made available to the requesting party.

m) The CONSULTANT will oversee the inspection and commissioning process for the PROGRAM, including acting as interface with the DESIGN-BUILD TEAM and the Sheriff's Office during the Texas Commission on Jail Standards inspections of the facility prior to the acceptance and occupancy by the COURT.

n) The CONSULTANT will manage the PROGRAM completion and close-out and support the transition to the operations and maintenance period for the building by preparing a transition and occupancy plan that outlines the steps, process and schedule for the testing period and occupancy of the building.

o) The CONSULTANT will receive and review and comment on as-built documentation, executed warranties, maintenance and operations manuals for the PROGRAM, prior to final submission by DESIGN-BUILD TEAM.

p) The CONSULTANT will create an inventory of existing furniture, fixtures and equipment (FF&E) used by the departments identified by the COUNTY to be included in the CFCH PROJECT, and coordinate with the DESIGN-BUILD TEAM and the COUNTY to reach agreement on the FF&E that will be re-used in the CFCH, and the FF&E to be purchased by the COUNTY and installed in the CFCH by the DESIGN-BUILD TEAM. The Consultant will coordinate the budget and specifications of new FF&E, and coordinate the budget, delivery and installation of re-used FF&E.

DELIVERABLES FOR PHASE V

Construction and implementation phase communications protocols

Construction and Implementation phase governance structure

PROGRAM data controls

Tracking and comment resolution process for compliance reviews

Change management plan

Master schedule development and updates

Master budget development and updates

Summary status reports

Public status reports

Website content

Communication and public information plans

Public consultation process

Agendas, meeting notes and presentation materials for all Public Meetings

Agendas, meeting notes and action items for all internal PROGRAM team meetings, DESIGN-BUILD TEAM progress meetings, committee meetings, and owner's inspections

Coordination and documentation of all owner's inspections

Change management plan

Monitor and participate as necessary in; the review and response to RFIs, and the review and approval of submittals

Review and comment on the commissioning plan

Coordinate budget, specifications, delivery and installation of FF&E

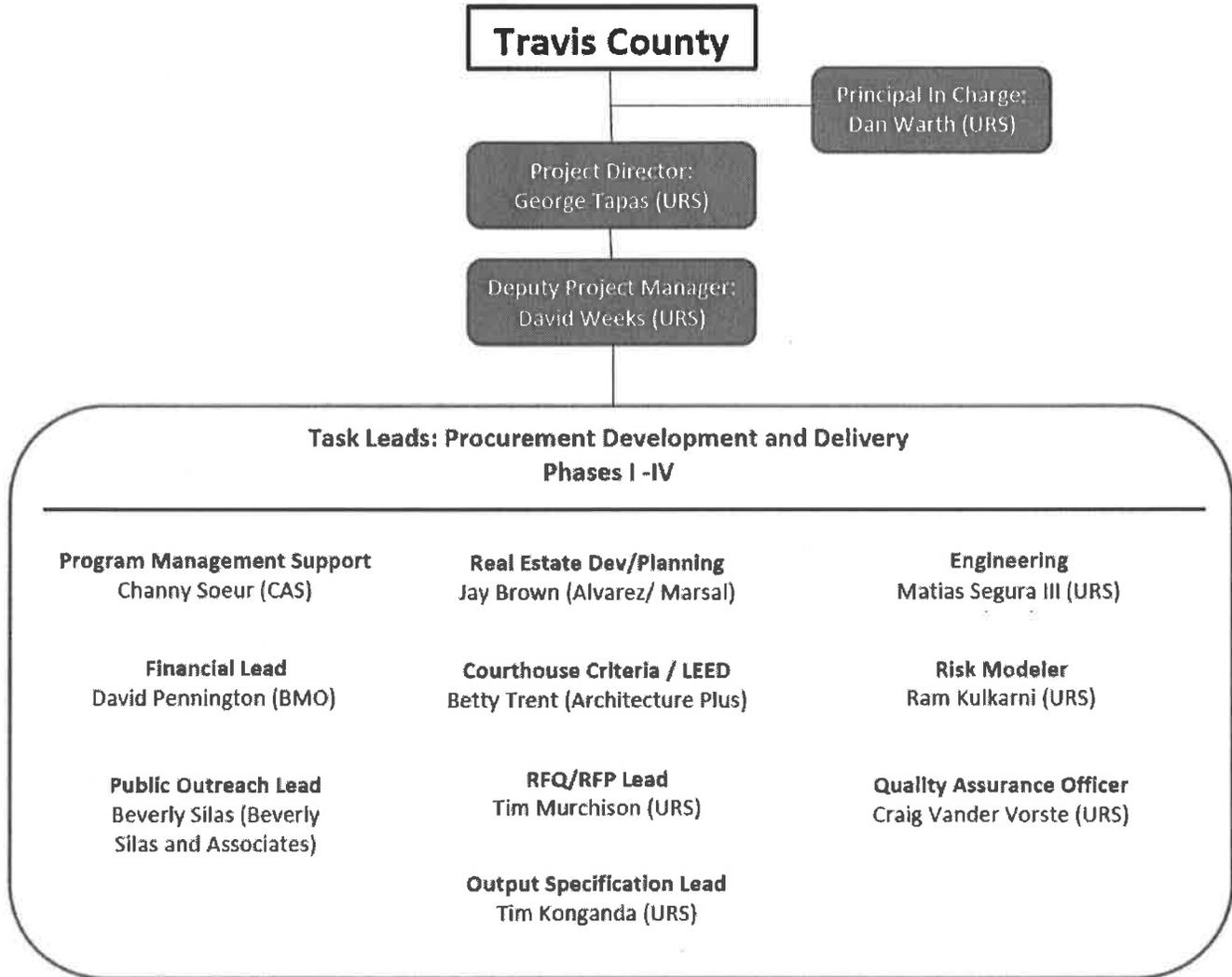
Schedule of deliverables

Transition and occupancy plan

Manage occupancy stages for move-in of the tenants

Invoice management and recommendation for payment

APPENDIX B
ORGANIZATIONAL CHART INDICATING KEY PERSONNEL





Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Rachel Fishback, 512.854.9853

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Approve Contract Award for Water Treatment Systems, IFB No. 1307-010-RF, to the low bidder, Garratt Callahan Company.

- **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.

This contract requires for the vendor to provide Water Treatment System Services to Travis County Facilities Management Department, Travis County Juvenile Probation and Travis County Correctional Complex.

On September 9th, 2013, IFB No. 1307-010-RF was issued through BidSync. Three (3) bids were received on September 30th, 2013. The Purchasing Office concurs with the Travis County Facilities Management Department, Travis County Juvenile Probation and Travis County Correctional Complex recommendations to award a contract to low bidder Garratt Callahan Company.

- **Contract-Related Information:**

Award Amount: estimated requirement

Contract Type: Annual, Unilateral

Contract Period: November 5, 2013 through November 4, 2014

- **Solicitation-Related Information:**

Solicitations Viewed: 67

Responses Received: 3

HUB Information: N/A

% HUB Subcontractor: N/A

➤ **Funding Information:**

SAP Shopping Cart #/Funds Reservation #: NA

Comments: Requisitions are processed at time of requirement

GC3 Specialty Chemicals, Inc.	First Offer - \$265.00	1 / each	\$265.00		Y
Product Code: Unit Amount Text: two hundred sixty five dollars Total Amount Text: two hundred sixty five dollars Agency Notes:			Supplier Product Code: Supplier Notes:		
Joseph Liccese & Associates, DBA Industrial Water Treatment	First Offer - \$290.00	1 / each	\$290.00		Y
Product Code: Unit Amount Text: Total Amount Text: Agency Notes:			Supplier Product Code: Supplier Notes:		

Supplier Totals

Garratt Callahan ✓		\$21,123.20 (63/63 items)
Bid Contact	Tim Schuller tschuller@g-c.com Ph 512-673-7696 Fax 866-771-2565	Address 13313 Bright Sky Overlook Austin, TX 78732
Qualifications	CISV SB TX	
Agency Notes:	Supplier Notes:	
Joseph Liccese & Associates, DBA Industrial Water Treatment		\$34,170.00 (63/63 items)
Bid Contact	Joseph Liccese meornoone42@aim.com Ph 512-942-6161	Address 2594 Shell Road Georgetown, TX 78628
Agency Notes:	Supplier Notes:	
GC3 Specialty Chemicals, Inc.		\$36,282.00 (63/63 items)
Bid Contact	Elisa Press spress@gc3.com Ph 713-802-1761	Address 733 Heights Blvd. Houston, TX 77007
Qualifications	HUB MBE SB TX WBE	
Agency Notes:	Supplier Notes:	

Award Total

\$21,123.20 (Does not apply to percentage or no price items.)

** All bids/proposals submitted for the designated project are reflected on this tabulation sheet. However, the listing of the bid/proposal on this tabulation sheet shall not be construed as a comment on the responsiveness of such bid/proposal or as any indication that the agency accepts such bid/proposal as being responsive. The agency will make a determination as to the responsiveness of the vendor responses submitted based upon compliance with all applicable laws, purchasing guidelines and project documents, including but not limited to the project specifications and contract documents. The agency will notify the successful vendor upon award of the contract and, as according to the law, all bid/proposal responses received may be available for inspection at that time.



FACILITIES MANAGEMENT DEPARTMENT

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

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

MEMORANDUM

Project No: SVCOT- 24-14F-XM

File: 801

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

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

DATE: October 7, 2013

SUBJECT: Water Treatment Systems Services
Contract Award of Bid #1307-010-RF

A handwritten signature in blue ink, reading "Roger A. El Khoury", is written over the "FROM:" line of the memorandum.

Facilities Management Department (FMD) has completed the review of the three bids received for Water Treatment Systems Services contract. The lowest apparent bidder is Garratt Callahan. Garratt Callahan is our current contractor and has been providing acceptable services.

FMD recommends award of the Water Treatment Systems Services contract to Garratt Callahan. Funding for the FMD portion of this contract is in Cost Center 1140090001. Please direct any questions on this recommendation to Rony Aouad at extension 44781. Your assistance in this request is greatly appreciated.

ATTACHMENT:

Bid Tabulation

COPY TO:

Leslie Browder, County Executive, PBO
Lloyd Evans, Maintenance Division Director, FMD
Rony Aouad, Service Contract Manager, FMD
Rachel Fishback, Purchasing Agent Assistant, Purchasing



GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

JAMES N. SYLVESTER
Chief Deputy

PHYLLIS CLAIR
Major – Law Enforcement

DARREN LONG
Major – Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Rachel Fishback Purchasing Agent Assistant III

FROM: Wallace Sefcik, TCSO Building Maintenance Manager
Wallace Sefcik 10-7-2013

DATE: October 3, 2013

SUBJECT: Award recommendation for: Water Treatment Services

The Travis County Sheriff's Office Maintenance Department recommends that the low bidder, Garratt Callahan, be awarded the bid for the Water Treatment Services. The TCSO Fiscal office will create a requisition to reflect the vendor bid price to match the Water Treatment Services unit pricing on the service schedule that was provided by Garratt Callahan.

Travis County Bid Number	<u>Bid #1307-010-RF</u>
Commodity/Sub-Commodity	<u>72151200</u>
Account Number	<u>1370440001</u>

CC: Mike Herman, TCSO Building Maintenance Supervisor
 Maria Wedhorn, TCSO Financial Analyst Sr.
 Wallace Sefcik, TCSO Building Maintenance Division Manager
 Bonnie Floyd, Assistant Purchasing Agent
 Michael Gottner, Captain, Corrections Bureau
 Samantha Peterman, Finance



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue ~ Austin Texas 78704
Phone: (512)854-7000 Fax: (512)854-7097

ESTELA P. MEDINA
Chief Juvenile Probation Officer

TO: Cyd Grimes
Purchasing Agent

FROM: Estela P. Medina
Estela P. Medina
Chief Juvenile Probation Officer

RE: Award of Water Treatment Services Contract-Garratt Callahan

DATE: October 24, 2013

The Juvenile Probation Department recommends the award of the above solicitation for Water Treatment Services to the overall low bidder, Garratt Callahan.

All the services meet the specifications requested by our department.

Vendor: 1000004988
Product Code/GL: 72151200/511530
Cost Center: 14501200001- Facility Building Maintenance

If you need additional information, please contact Mary Nieves at 854-7091.

XC: Marvin Brice, CPPB, Assistant Purchasing Agent, TCPO
Rachel Fishback, Purchasing Agent Assistant III, TCPO
Britt Canary, Deputy Chief, TCJPD, Administration
Sylvia Mendoza, Financial Manager, TCJPD, Finance Division
Mary Nieves, Juvenile Facilities Manager, TCJPD



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Patrick Strittmatter/854-1183; Marvin Brice, CPPB/ 854-9765

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve contract award for engineering design services for the Bee Creek Road at Bee Creek Bridge project, RFQ No. Q110243-LP, to the highest qualified firm, Klotz 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 engineering and design services of Bee Creek Road at Bee Creek Bridge, in the amount of \$98,824.50.
- 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 Klotz Associates, Inc. is the most qualified firm for the Bee Creek Road at Bee Creek Bridge, a project consisting of engineering and designing a new 2-lane bridge, replacing the existing low-water crossing.

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 have negotiated a scope and fee for the project and recommends awarding a Professional Services Agreement to the most qualified firm, Klotz Associates, Inc., in the amount of \$98,824.50.
- **Contract Expenditures:** Within the last N/A months \$0.00 has been spent against this contract/requirement.

➤ **Contract-Related Information:**

Award Amount: \$98,824.50

Contract Type: Professional Service Agreement

Contract Period: 240 calendar days through completion of Work Product 4 - 100% Design Phase. The contract length for the final phase, Work Product 5 - Bidding Phase, is to be determined at a later date.

➤ **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 not a HUB

% HUB Subcontractor: 16.0%

➤ **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:**

Shopping Cart/Funds Reservation in SAP: 0300000642

Funding Account(s): 1490190000-522040

Comments: N/A

TRANSPORTATION AND NATURAL RESOURCES

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



*Patric
8-29-13
MB*

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

MEMORANDUM

TO: Marvin Brice, Assistant Purchasing Agent
FROM: *Steven M. Manilla*
Steven M. Manilla, P.E., County Executive
DATE: July 15, 2013
SUBJECT: Bee Creek Road at Bee Creek Bridge
Small A/E Project Engineering Services Contract

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 AUG 12 PM 3:29

TNR Public Works has reviewed all SOQ's that were submitted by the engineering firms that responded to the RFQ issued on September 2, 2011 for small projects. Scope of services needed for the subject Bee Creek Road at Bee Creek Bridge includes providing engineering and design services, and preparing construction documents for construction of a new 2-lane bridge to replace existing low water crossing. The result of this evaluation determined that Klotz Associates is the most qualified firm for this project.

Scopes of services for this project is attached. The fee is anticipated to be less than \$100,000. Funding for this project is available from the 2011 Bond funds which have been reserved as follow:

Funds Reservation: 0300000642
Fund: 4083
Fund Center: 1490190000
GL: 522040
IO: 600102

Please proceed with requesting a fee proposal from Klotz Associates. If you have any questions or need additional information, please contact Steve Sun at (512) 854-4660.

Attachments: Scope of Services, Location Map

cc:

Cyd V. Grimes, C.P.M., Purchasing Agent
Steve Sun, P.E., TNR Public Works
Donna Williams-Jones, Isabelle Lopez, Tawana Gardner, TNR Financial Services

Project mgr., Tony Valdez

Contract No. 4400001630

PROFESSIONAL SERVICES AGREEMENT
BETWEEN
TRAVIS COUNTY
AND

KLOTZ ASSOCIATES, INC.

FOR

PROFESSIONAL ENGINEERING SERVICES

FOR

BEE CREEK ROAD AT BEE CREEK BRIDGE

DRAFT

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KLOTZ ASSOCIATES, INC.

Contract No. 4400001630

PROFESSIONAL SERVICES AGREEMENT (PSA)

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DRAFT PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS

§

§

COUNTY OF TRAVIS

§

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and KLOTZ ASSOCIATES, INC. ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional engineering services for design of the BEE CREEK ROAD AT BEE CREEK BRIDGE (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The County Executive of the Travis County Transportation and Natural Resources Department ("TNR") (the "County Executive") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Executive, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering/architectural services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County Project Manager instructs the Consultant to do so.
- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. 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 in those documents, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.

- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall

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consult with and give advice to County during the performance of the Project.

2.2 Consultant shall perform the "Basic Services," which means:

2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager 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 for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");

2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.

2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and 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
- 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, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

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SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by 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, materials and any equipment that the Consultant has designed, specified, selected, or specially provided for 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 Consultant or other consultants.
- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 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, 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 (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will 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, County may:
 - (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (ii) any costs for furniture, fixtures and equipment, unless

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otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

SECTION 4 COMPENSATION AND PAYMENT SCHEDULE

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 5 PERIOD OF SERVICE

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, 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 in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement 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 to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly

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documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Executive (the "Notice to Proceed"). Consultant shall not commence work on any subsequent 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. The County Executive will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall 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. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Executive, the County Project Manager, and the Purchasing Agent.

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

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limited to any and all deliverables for each phase of the Project as described in the Scope of Services.

- 7.2 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission 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, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to 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 Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Executive. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Executive), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has 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, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request

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for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services 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 specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by 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 Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 **SUSPENSION.** 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" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare copies of all completed or partially completed designs, plans, and specifications prepared under this

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Agreement prior to the Effective Date of Suspension, including but not limited to the Work Product, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 **TERMINATION FOR CONVENIENCE.** County reserves the right to terminate this Agreement for reasons other than default by 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 Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

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

10.2.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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 shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, County and its officials, agents and representatives will not be liable for loss of any profits.

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Termination by Consultant:

- 10.3.1 In the event Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.
- 10.3.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, 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 shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 10.3.6 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.
- 10.4 All references to time in this Agreement will be measured in calendar days unless otherwise specified.

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**SECTION 11
CONSULTANT'S RESPONSIBILITY AND LIABILITY**

- 11.1 Consultant covenants to undertake no task for 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, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be 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 County will not release 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 County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL 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 CONSULTANT OR ANY OF CONSULTANT'S EMPLOYEES, AGENTS, REPRESENTATIVES, OR SUBCONTRACTORS ON ACCOUNT OF, ARISING OR RESULTING FROM, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF THIS AGREEMENT.

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11.8.1 If any person, firm, corporation or other entity makes or brings any claim, or other action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) 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;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

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

11.9 **CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES.** The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved 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 Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's 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 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 County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.

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- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2 without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.
- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 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 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services 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 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 a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of 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 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.

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- 14.4.3 Paid or agreed to pay to any firm, organization, or person (other than bona fide employees working solely for 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.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

- 14.5 **NOTICE.** Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (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)
County Executive
Travis County Transportation and Natural Resources
P.O. Box 1748
Austin, Texas 78767

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

Klotz Associates, Inc.
Attn: John Friedman, P.E.
901 S. Mo Pac Expy, Ste V220
Austin, Texas 78746

- 14.6 **INSURANCE.** Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.
- 14.7 **FORFEITURE OF AGREEMENT.** Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

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- (i) 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) 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.

14.7.1 "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;

but does not include:

- (c) 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;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

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

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- 14.9 **PAYMENTS.** County will make payment by check or warrant 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, as indicated on Purchase Orders.

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

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

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall 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 County to document the progress of the work.

- 14.10 **DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED.** In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

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

14.10.2 the debt is paid.

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

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

- 14.11 **INTEREST ON OVERDUE PAYMENTS.** Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

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

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under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

- 14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its 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 will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN 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.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall 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 Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant 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 subconsultant 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

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

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting 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. 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 efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall 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. Consultant shall 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 Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall 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 in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall 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

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documents.

14.15.2.4 Failure by Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall 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 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor 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 Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform 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 HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant 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 turnaround time will be within 24 – 48 hours. If 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 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.

14.16 FUNDING OUT. Despite anything to the contrary in this Agreement, if, during budget

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planning and adoption, the Commissioners Court fails to provide funding for this Agreement for the following fiscal year of Travis County, County may terminate this Agreement after giving Consultant thirty (30) days written notice that this Agreement is terminated due to the failure to fund it.

- 14.17 **NON-WAIVER OF DEFAULT.** No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to 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 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.
- 14.18 **MEDIATION.** When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 **OFFICIALS NOT TO BENEFIT.** If a member of the Commissioners Court belongs to a cooperative association, 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.
- 14.20 **CONSULTANT CERTIFICATIONS:**
- 14.20.1 Consultant certifies that 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.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 **CIVIL RIGHTS/ADA COMPLIANCE.** Consultant shall provide all services and activities

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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 Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.22 **GRATUITIES.** County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 **MONITORING.** County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 **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 in this Agreement.
- 14.25 **ENTIRE AGREEMENT.** This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 **TEXAS PUBLIC INFORMATION ACT.** Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 **CERTIFICATION OF ELIGIBILITY.** This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000.00. Consultant certifies that at the time of submission of its proposal to perform the Project services, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its proposal to perform the Project services and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 **AMENDMENT.** The Parties may amend this Agreement only by written instrument signed by

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both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

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

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

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

CONSULTANT:

By: SE Dukette
Printed Name: SCOTT DUKETTE
Title: VICE PRESIDENT
Authorized Representative
Date: 10/15/13

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.

TRAVIS COUNTY:

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

AVAILABILITY OF FUNDS CONFIRMED:

By: _____
Nikki Riley
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

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 will be the sum of \$98,624.50.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

(i)	Work Product 1 – 30% Design Phase	\$ 36,599.00
(ii)	Work Product 2 – 60% Design Phase	\$ 31,666.50
(iii)	Work Product 3 – 90% Design Phase	\$ 17,350.00
(iv)	Work Product 4 – 100% Design Phase	\$ 8,719.00
(v)	Work Product 5 – Bidding Phase	\$ 4,290.00
	<u>TOTAL:</u>	<u>\$ 98,624.50</u>

SECTION 2 - FIXED FEE

2.1 Consultant and 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.

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 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

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

3.4 County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant's errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

- 4.1 County will reimburse Consultant for non-labor expenses incurred in the performance of the Basic Services under this Agreement, which are at invoice cost. Detailed requirements for Reimbursable Expenses (Direct Expenses) are outlined in Section 9, Reimbursable Expenses.

Non-Labor reimbursable expenses: \$ 200.00

SECTION 5 –TOTAL AGREEMENT SUM

- 5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of \$ 98,624.50, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of \$ 200.00, will not exceed \$ 98,824.50.

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 thirty (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

Senior Project Manager (\$190.00/Hr.)
Project Manager (\$175.00/Hr.)
Env. Manager (\$172.00/Hr.)
Senior Engineer (\$150.00/Hr.)
Project Engineer (\$125.00/Hr.)
Env. Planner II (\$115.00/Hr.)
EIT (\$110.00/Hr.)
CADD Tech (\$90.00/Hr.)
Env. Planner (\$70.00/Hr.)
Admin. Assistant (\$65.00/Hr.)

DRAFT

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EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall 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 Project Manager and Consultant will 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 architectural/engineering practice. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall 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 specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to 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.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **240 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **240** days specified in paragraph C, above, does not include any time period during which 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

WORK PRODUCT 1 – 90 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 2 - 60 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 3 – 60 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 4 - 30 CALENDAR DAYS UPON RECEIPT OF NTP.

WORK PRODUCT 5 - CALENDAR DAYS (TBD) UPON RECEIPT OF NTP.

TOTAL: 240 CALENDAR DAYS

DRAFT

Contract No. 4400001630

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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 must 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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 Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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. 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 Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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. 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. 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 Consultant becomes involved in, or is threatened with,

Contract No. 4400001630

litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

DRAFT

Contract No. 4400001630

EXHIBIT 5

INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY 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 shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

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

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

Contract No. 4400001630

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: 10/15/13
Name of Affiant: SCOTT DUKETTE
Title of Affiant: VICE PRESIDENT
Business Name of CONSULTANT: KLOTZ ASSOCIATES, INC.
County of CONSULTANT: HARRIS COUNTY

Affiant on oath swears that the following statements are true:

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

Scott Dukette
Signature of Affiant

901 S. MOPAC, BLDG 5, STE 220, AUSTIN, TX 78746
Address

SUBSCRIBED AND SWORN TO before me by Scott Dukette on Oct 15, 2013.

Meagan Kilborn
Notary Public, State of TX

Meagan Kilborn
Typed or printed name of notary
My commission expires: 4-6-16



Contract No. 4400001630

EXHIBIT A
LIST OF KEY CONTRACTING PERSONS
September 24, 2013

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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	Charyl Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer	Dolores Ortega-Carter	
County Auditor	Nicki Riley	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
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.	
Interim Chief Information Officer	Tanya Acevedo	
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	Daniel Bradford	
Attorney, Transactions Division	Elizabeth Winn	
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	

Contract No. 4400001630

Assistant Purchasing AgentBonnie Floyd, CPPO, CPPB, CTPM
 Purchasing Agent Assistant IVCW Bruner, CTP
 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 IVLoren Breland, CPPB
 Purchasing Agent Assistant IVJohn E. Pena, CTPM
 Purchasing Agent Assistant IVRosalinda Garcia
 Purchasing Agent Assistant IVAngel Gomez*
 Purchasing Agent Assistant IIIShannon Pleasant, CTPM
 Purchasing Agent Assistant IIIDavid Walch
 Purchasing Agent Assistant IIIMichael Long, CPPB
 Purchasing Agent Assistant IIIJesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant IIISydney Ceder*
 Purchasing Agent Assistant IIIRuena Victorino*
 Purchasing Agent Assistant IIIRachel Carona*
 Purchasing Agent Assistant II.....Vacant
 Purchasing Agent Assistant II.....L. Wade Laursen
 Purchasing Agent Assistant II.....Sam Francis
 HUB Coordinator.....Sylvia Lopez
 HUB SpecialistBetty Chapa
 HUB SpecialistJerome 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>
Executive Assistant.....	Cheryl Aker.....	10/05/13
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3.....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2.....	Sarah Eckhardt.....	05/ 31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

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

Contract No. 4400001630

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

(Insert RFQ Attachment 2 at Contract Award)

DRAFT

Contract No. 4400001630

APPENDIX A **SCOPE OF SERVICES**

Project Description

Bee Creek Road at Bee Creek Bridge

Bee Creek is a major waterway with a watershed area of 13.12 square miles at the Bee Creek Road crossing. The existing drainage structure is a typical low-water crossing consisting of three shallow 24" RCP at the bottom of a sag vertical curve. This low-water crossing experiences frequent and severe overtopping with a depth of 4.73' during the 2-year storm event (according to hydraulic models prepared by others). This Scope of Services is for professional engineering services needed for preparation of plans, specifications and estimate (PS&E) documents to replace the existing low-water crossing with a new two-lane precast concrete beam bridge (preliminary bridge layout shown on the attached Exhibit A) (the "Project"). The bridge must be designed to clear the 100-year flood with max 12" overtopping. Funding will be from County's Bond funds for CIP projects and no federal funding is involved. The Project is located in Travis County Precinct Three.

1. General Scope of Services

Provide professional engineering services for the Project. These services generally will include, but are not limited to, the following: performing bridge design, producing construction documents; and completing geotechnical investigations (for bridge only) and reports with analysis needed for bridge design. Additional design services include traffic control plans; stream hydrologic, hydraulic and scouring analysis; completing environmental assessments and mitigation plans; monitoring Project cost and applying cost recovery methodologies such as value engineering; attending and leading public meetings; and acquiring all appropriate regulatory permits and clearances. The bridge must be designed to withstand the 100-year flood event with max 12" overtopping and no rise in water surface elevation upstream or downstream of the bridge. Field survey and ROW/easement documents preparation will be performed by County survey crews.

Consultant will perform the following services:

1. Develop all Plans, Specifications, and Estimates (PS&E documents) to standards stipulated by Travis County.
2. Develop and submit a construction cost estimate at each phase of the design Project.
3. Use generally recognized engineering methodology and standards of care.
4. Obtain all required permits for construction, with the exception of an Archeological Field Survey. (This survey may be added as an Additional Service in accordance with the PSA and, specifically, with the procedures set forth in Exhibit 1.)
5. Conduct and provide reports for all applicable environmental studies, evaluations, assessments, and calculation/negotiations for mitigation (with the exception of an Archeological Field Survey).
6. Establish and provide a detailed Project design schedule. Monitor and provide a task completion report to the County.
7. Coordinate utility relocation efforts with the appropriate utility companies.
8. Provide technical assistance during the bidding phase.
9. Prepare appropriate displays and attend meetings with Travis County staff, regulatory agencies, and public groups, both as a technical advisor and as a Project presenter.
10. Provide geotechnical reports and analyses for the bridge design only.
11. Provide final design hydrologic, hydraulic and scouring analyses in letter report form. (Note: Preliminary analysis was performed by others.)

Contract No. 4400001630

2. Plans, Specifications and Estimates

Consultant shall provide five specific Work Products (and/or support services), each of which will require a separate "Notice to Proceed" issued by the County. Authorization to proceed to the next work product or phase must be in writing in the form of a "Notice to Proceed". Consultant will not be compensated for any services performed without a Notice to Proceed.

The required Work Products include: Work Product 1, 30% complete design documents; Work Product 2, 60% complete design documents; Work Product 3, 90% complete design documents; Work Product 4, the 100% bid-ready set of construction documents; and Work Product 5, Bidding Phase Services. Each Work Product shall be submitted for review and approved by the County. Upon approval by the County and receipt of a written Notice to Proceed to the next Work Product phase, the Consultant will commence work on the next Work Product. Following approval of each Work Product, the Consultant shall not commence work on any subsequent phase of the Project until he has received the Notice to Proceed to the next Project phase. The review process will consist of submitting (3) three sets of the plans (11"x17"), specifications, and estimates of probable construction costs to the County Project Manager when the design is 30%, 60%, 90% and 100% completed. Each submittal must include a cover letter from the Consultant stating who from their design team performed a Quality Assurance/Quality Control Check. The County Project Manager will have three weeks to review and provide written comments and/or approval for each submittal. The Consultant will submit three final check sets and allow three weeks for the County to review and provide written comments and/or approval.

2.1 Work Product 1: The 30% design submittal must include preliminary engineering for the design elements required to fully address the Project scope. The requirements for the 30% design submittals will be determined with the County Project Manager on a case-by-case basis but, as a minimum, must include the following:

- a) Site layout drawing;
- b) Typical sections showing proposed and existing conditions;
- c) Plan and profile sheets showing existing conditions and proposed design speed, sight distance, drainage, and environmental requirements as well as the proposed type and location of any significant structures include;
- d) Cross-sections for bridge and approach roadway showing existing ground conditions and depicting proposed conditions based upon preliminary alignments and typical sections;
- e) Identification of limits of construction and properties that could be affected by the proposed construction;
- f) Identification of existing easements and utilities that could be affected by the proposed construction;
- g) Consultant's estimate of costs along with an explanation of the method used and any assumptions made;
- h) Recommended changes upon identification of a problem that in Consultant's professional judgment could adversely affect the Project schedule or budget;
- i) Preliminary list of required regulatory approvals and right-of-way takings;
- j) Updated Project schedule with status tracking (in Excel or Microsoft Project);
- k) Potential environmental constraints identification through performance of a wetland determination and threatened and endangered species survey;
- l) Technical memorandum summarizing all known and potential cultural resource constraints within one kilometer of the Project site.

Total projected time for completion of Work Product 1 is 90 calendar days.

2.2 Work Product 2: The 60% drawings must address *all* major design issues and set direction for completion of the construction documents. The requirements for the 60% design submittals will be determined with the County Project Manager on a case-by-case basis but, as a minimum, must include the following:

- a) Completed site layout drawings;

Contract No. 4400001630

- b) Drawings that represent all items of work in this Scope of Services, including coordinates for proposed alignment (no blank pages or missing pages). Revised typical sections and cross sections to reflect more complete design;
- c) Draft specifications;
- d) Proposed construction schedule and sequence of work;
- e) List of permits required for the bridge and schedule for obtaining all permits/approvals/utility coordination required prior to bidding;
- f) Engineering calculations, studies, and letter reports used in design (drainage report, geotechnical report, environmental studies & reports, preliminary quantities, structural design, etc.);
- g) Consultant's estimate of costs along with an explanation of the method used and any assumptions made;
- h) Recommended changes upon identification of a problem that in Consultant's professional judgment could adversely affect the Project schedule or budget;
- i) Draft ROW strip maps based on on-the-ground surveys for the approach and bridge. (On-the-ground survey to be performed by Travis County survey crews. ROW and easement metes and bounds documents are to be prepared by Travis County survey crews as well.)
- j) Updated Project schedule with status tracking;
- k) Biological report preparation to document wetland determinations, delineations, methodologies, results and conclusions as well as threatened and endangered species habitat assessment. The report must identify which permit(s), if any, would be required for the Project under Section 404 of the federal Clean Water Act and must include information to support that conclusion;
- l) Coordination with the Texas Historical Commission regarding potential need for additional fieldwork based on the Project's potential impacts.

Total projected time for completion of Work Product 2 is 60 calendar days.

2.3 Work Product 3: The 90% complete drawings must be "ready to bid" with no outstanding design issues, all work coordinated and illustrated on the drawing. The requirements for the 90% design submittals will be determined with the County Project Manager on a case-by-case basis but, as a minimum, must include the following:

- a) Complete set of construction drawings with all details, cross-sections, profiles and quantities;
- b) Full set of detailed specifications and index in bid-ready format (Microsoft Word format);
- c) Detailed breakdown cost estimate and associated bid schedule in TNR format;
- d) Calculations for unit price quantities and final engineering design calculations;
- e) List of permits secured and any permits/approvals pending;
- f) Final utility company costs and documentation from each utility contacted;
- g) Final construction schedule/sequence of work;
- h) Archeological field survey, if recommended based on results of Work Product 2 (to be done as an additional service if necessary).

Total projected time for completion of Work Product 3 is 60 calendar days.

2.4 Work Product 4, 100% Design Complete services:

Provide final plans, specifications, estimates, quantities, bid schedule, permits, and a list of any outstanding issues to be resolved before or during Project bidding process.

Total projected time for completion of Work Product 4 is 30 calendar days.

Contract No. 4400001630

2.5 Work Product 5, Bid Phase services:

Provide bidding support services, if needed, to respond to bidder questions, prepare addenda, tabulate and evaluate bids, and provide recommendation for award. **Total projected time for completion of Work Product 5 is to be determined at the time the Project is approved for bidding.**

The above Work Product delivery schedule does not include review time required by either Travis County or other regulatory agencies for each Work Product or permit approval.

Construction administration services that extend beyond the period of the construction contract bidding and award phase may be added at the sole discretion of the County (total projected time to be determined at the time of bidding). This Scope of Services does not include the preparation of USACE Nationwide Permits, Individual Permits, or any mitigation designs or plans associated with Section 404 permitting. This Scope of Services does not include a threatened and endangered species presence/absence survey. This Scope of Services does not include conventional surveying and is based on the boundaries of the site being clearing identifiable prior to conducting any field work. Should any of these services be determined necessary by County, Consultant will perform the associated work as Additional Service in accordance with the PSA and, specifically, with Exhibit 1.

3. Deliverables

- 3.1 Completed specific work product/plan stage documents for review
- 3.2 PS&E
- 3.3 Geotechnical Report (for bridge only)
- 3.4 Consultant's opinion of construction costs, Project schedule, updated and submitted with each submittal
- 3.5 Required permits to start and complete Project
- 3.6 Required tracts' schematic and parcel drawings and right-of-way strip map to facilitate County's preparation of right of way and easement acquisitions
- 3.7 Environmental report(s)
- 3.8 Engineering and drainage study report (in letter report format)
- 3.9 Design calculations
- 3.10 Electronic copy of above deliverables, where applicable. (All drawings and e-files must be in MicroStation format, as appropriate. Text documents must be in Microsoft Word format. Schedules may be in Microsoft Project or Excel format.)

Services to be Provided by Travis County

In conjunction with the services to be provided by the Consultant, the County shall provide the following:

- 1. A County Project Manager to serve as the primary point of contact for the Consultant.
- 2. Documents available to the County that are applicable as background information in performance of this Scope of Services and the PSA, when requested by the Consultant.
- 3. Timely reviews of documents, reports, drawings, etc.
- 4. Assistance with public meetings and public hearings.
- 5. Construction Administration, should the County elect not to have those services provided by the Consultant.
- 6. Field survey and ROW/easement parcel sketches for dedications, if necessary.
- 7. Easement and/or right-of-way acquisition services.
- 8. Provide Hydrology and Hydraulic models for the preliminary engineering bridge layout (prepared by third-party consultants).

Contract No. 4400001630

APPENDIX B

ORGANIZATIONAL CHART

(SEE SOQ IN SEPARATE FILE)

DRAFT



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Scott Wilson/854-1182

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 2, An Assignment of Contract No. 4400000545 (H.T.E. Contract No. MA120135SW) from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, 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.

This modification will change the contractor name from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, Inc.) In effect, The IRC Company, Inc. (dba Black Lotus Communications, Inc.) will assume all rights and responsibilities of 8x8, Inc. in regards to Contract No. 4400000545, for the purchase of Managed Hosting Services

- **Contract Expenditures:** Within the last twelve (12) months \$15,633 has been spent against this contract.

MODIFICATION OF CONTRACT NUMBER: 4400000545 (MA120135SW) for Managed Hosting Services
 Created 10-24-13 @ 4:42 pm
 PAGE 1 OF 2 PAGES

ISSUED BY: PURCHASING OFFICE 700 Lavaca Street, STE 800 AUSTIN, TX 78701	PURCHASING AGENT ASST: Scott Wilson TEL. NO: (512) 854-9700 FAX NO: (512) 854-9185	DATE PREPARED: October 15, 2013
--	---	---

ISSUED TO: 8x8, Inc. Attn: Marc Cook 2125 O'Nel Drive San Jose, CA 95131	MODIFICATION NO.: 2	EXECUTED DATE OF ORIGINAL CONTRACT: February 7, 2012
--	-----------------------------------	--

ORIGINAL CONTRACT TERM DATES: <u>February 7, 2012 through February 6, 2013</u>	CURRENT CONTRACT TERM DATES: <u>February 7, 2013 through February 6, 2014</u>
--	---

FOR TRAVIS COUNTY INTERNAL USE ONLY:
 Original Contract Amount: \$ _____ Current Modified Amount: \$ _____

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

The above referenced contract is hereby modified to reflect the following changes:

1) Effective September 30, 2013, the Contractor's name on Contract No. is changed as follows:

From: 8x8, Inc.
 2125 O'Nel Drive
 San Jose, CA 95131

To: The IRC Company, Inc.
 dba Black Lotus Communications, Inc.
 P.O. Box 265
 San Francisco, CA 94104

 Signature

 Printed Name

 Signature

 Printed Name

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: _____	<input type="checkbox"/> DBA
BY: _____ SIGNATURE	<input type="checkbox"/> CORPORATION
BY: _____ PRINT NAME	<input type="checkbox"/> OTHER
TITLE: _____ ITS DULY AUTHORIZED AGENT	DATE: _____

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ CYD V. GRIMES, C.P.M., CPPO, TRAVIS COUNTY PURCHASING AGENT	

TRAVIS COUNTY, TEXAS	DATE: _____
BY: _____ SAMUEL T. BISCOE, TRAVIS COUNTY JUDGE	

ASSIGNMENT OF CONTRACT

The parties to this Assignment of Contract (this "Assignment") are 8x8, Inc., Tax ID 770142404, an incorporated company duly authorized and operating under the laws of the State of Texas ("Assignor"), and The IRC Company, Inc. (dba Black Lotus Communications, Inc.), Tax ID 202583328, an incorporated company duly authorized and operating under the laws of the State of Texas ("Assignee").

RECITALS:

- A. Travis County and 8x8, Inc. entered into a written Contract for the Managed Hosting Services (Contract No. 4400000545 (MA120135SW)) dated February 7, 2012, which is incorporated herein by reference for all purposes (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 effective as of September 30, 2013 (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, No 4400000545 (CM110091SW) and all modifications to the Contract, including this modification 2. All Contract Modifications are incorporated herein by reference for all purposes.

8x8, Inc.	The IRC Company, Inc. (dba Black Lotus Communications, Inc.)
-----------	--

By: _____	By: _____
Printed Name: _____	Printed Name: _____
Title & Date: _____	Title & Date: _____
Attest: _____	Attest: _____
Date: _____	Date: _____

By its signature below, Travis County signifies its consent to and approval of this Assignment from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications, Inc.).

TRAVIS COUNTY, TEXAS

By: _____
 Samuel T. Biscoe
 Travis County Judge

Date: _____

Scott Wilson

Subject: Important Change to your 8x8 Managed Hosting Account

Important Information About Your 8x8 Account



Date: October 1, 2013

Subject: Transfer of Managed Hosting Service Agreement from 8x8, Inc. to The IRC Company, Inc. (dba Black Lotus Communications)

Dear Customer:

On September 30, 2013, Black Lotus Communications, www.blacklotus.net, acquired the Managed Hosting Services business of 8x8, Inc. In connection with the Transaction, reference is made to the agreement under which 8x8 provided your company with managed hosting data services (the applicable portion of that agreement is hereinafter referred to as the "Managed Hosting Agreement").

This letter serves as formal written notice that Black Lotus is now providing you the managed hosting data services under the Managed Hosting Agreement. Black Lotus, a California-based security innovator that pioneered the first commercially viable DDoS mitigation solutions, assumed all rights, titles, interests and obligations in and to the Managed Hosting Agreement effective on October 1, 2013 (the "Effective Date"). Black Lotus will invoice you for data services provided on and after the Effective Date.

Your continued satisfaction with our services is paramount. We encourage you to reach out to us with any questions or concerns.

For relationship management, please contact Xen Giannis at (415) 310-0860 or via e-mail xen@blacklotus.net or Paul Larson at (415) 990-8524 or via email paul.larson@blacklotus.net.

For technical questions, feel free to contact Black Lotus's Operations Center which is available 24 hours a day at (800) 789-1977 or their Operations Manager, Endra Harimurti at (916) 223-8626 or e-mail endra.harimurti@blacklotus.net.

Please note that if you purchase services from 8x8, Inc that are not provided under the Managed Hosting Agreement, such as Zerigo cloud hosting or Virtual Office voice, video, fax, unified communications or contact center services, those services are unaffected by the Transaction and will continue to be provided under the existing relevant contract with 8x8, Inc.

Log In Now

- Pay Your Bill
- View Past Bills
- Check Your Account

Account Login

Please let us know if you have any questions.

Sincerely,

Dan Weirich
Chief Financial Officer
8x8, Inc. (Nasdaq: EGHT)
Phone: [408-654-0900](tel:408-654-0900)
Email: dweirich@8x8.com



NASDAQ: EGHT
www.8x8.com



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: J. Lee Perry/512-854-9724

Elected/Appointed Official/Dept. Head: Cyd Grimes

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Authorize Purchasing Agent to commence negotiations with the most highly qualified firm, Binkley-Barfield Inc., For Engineering Services in Response to RFQ No. Q1306-018-LP, Hamilton Pool Road Safety improvements.

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 Hamilton Pool Road Safety Improvements includes adding turn lanes where needed with typical cross-sections that includes two travel lanes with 4' paved shoulders, roadside open drainage ditches and bridge design reconstruction. The safety improvement project will be developed by applying principles of Low Impact Development (LID). The approach will lead to preserving and enhancing scenic, aesthetic, historic, community and environmental resources. Furthermore, utilizing the LID approach allows for improving, maintaining safety and mobility to the infrastructure conditions.
- On July 25, 2013, eight (8) proposals were received for design of the Hamilton Pool Road Safety Improvements project, in which three TNR staff evaluated and rated the qualifications of each firm using a standard rating form, as developed by TNR. The evaluations determined a shortlist of three most highly qualified firms to be Binkley-Barfield, Huitt-Zollars and Atkins.

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.

- As a result of the qualifications evaluation process, TNR recommended that the firms on the shortlist be interviewed and evaluated utilizing the standard interview scoring document, which required a presentation of each firm's technical plan and a series of questions by the evaluation team.
- Both the qualifications evaluation scores and interview evaluation scores were combined and it was determined that Binkley-Barfield, Inc., is the most highly qualified firm for this project.
- TNR requests with Purchasing's concurrence, authorization to commence negotiations with Binkley-Barfield Inc. Attached is TNR's corroborating memo with the matrix showing point totals for each firm.

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

- **Contract-Related Information:**
 - Award Amount: N/A
 - Contract Type: Professional Services
 - Contract Period: N/A

- **Contract Modification Information: N/A**
 - Modification Amount:
 - Modification Type:
 - Modification Period:

- **Solicitation-Related Information:**

Solicitations Sent: 64	Responses Received: 8
HUB Information: Vendor is not a HUB	% HUB Subcontractor: 33.8%

- **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: N/A

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.

➤ **Funding Information:**

Shopping Cart/Funds Reservation in SAP: 0300000584

Comments:

REQUESTED ACTION:

_____ **Approved** _____ **Disapproved**

Samuel T. Biscoe
Travis County Judge

Date

TRANSPORTATION AND NATURAL RESOURCES

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



700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

October 15, 2013

MEMORANDUM

TO: Marvin Brice, C.P.P.B., Assistant Purchasing Agent

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

SUBJECT: Hamilton Pool Road Safety Improvements Project
RFQ# 1306-018-LP
Consultant Selection and Professional Services Negotiation

The following information is provided for your use in preparing an agenda item for Commissioners Court action regarding a Professional Services Contract with Binkley-Barfield. Please contact Chiddi N'Jie at 512-854-7585 if you need additional information.

Proposed Motion:

Consider and take appropriate action on a request to develop the scope of services and fees for the professional engineering services required for the development of plans, specifications, and engineering (PS&E) documents for the Hamilton Pool Road Safety Improvements project in Precinct Three, with Binkley-Barfield.

Summary and Staff Recommendation:

On June 24, 2013, Purchasing Department, at the request of TNR, posted on BidSync the solicitation for professional engineering services required for the development of plans, specifications, and engineering (PS&E) documents for the Hamilton Pool Road Safety Improvements project. Hamilton Pool Road is in the southwest sector of Travis County in Precinct Three.

On July 25, 2013, eight (8) Statements of Qualifications (SOQ) were received by the Purchasing Agent. After the review and scoring of the submitted SOQ's, using the issued evaluation criteria, the three highest scoring firms were selected to provide an oral presentation of their technical plan and to respond to questions from the evaluation committee.

Oral presentations and interview were held on October 2, 2013. The scores from this interview were added to the scores obtained from the SOQ evaluations; Binkley-Barfield was determined to be the highest ranked and most qualified firm to do the project.

TNR recommends that Binkley-Barfield, Inc. be selected as the consultant for this project based on the total scores received for the SOQ evaluation and the oral presentation of their technical plan and interview.

TNR requests Court approval to select Binkley-Barfield, Inc as the most qualified firm and to begin negotiation of a professional services agreement with this firm.

Budget and Fiscal Impact:

Funding for the design of Hamilton Pool Road Improvements project is available from the 2005 Bond Program and has been reserved in the following account:

Funds Reservation:	300000584
Fund	4058
Fund Center:	1490190000
G/L:	521040
WBS Element:	RDCN.149.000033
Amount:	\$922,000.00

Background:

This Hamilton Pool Road project limits are between RM 12 and the top of the east bank of the Pedernales River, a distance of about 6.5 miles (This does not include the switchback and the low water crossing). The proposed safety improvements includes adding turn lanes where needed, with a typical cross-section that includes two travel lanes with 4' paved shoulders, and roadside open drainage ditches and bridge reconstruction. The shoulders could also serve as bicycle lanes. The minimum desirable design speed is 40 MPH but consideration will be given to using 35 MPH where significant excavations and embankments can be avoided, as not to create undesired impacts to the surrounding environment. The right-of-way (ROW) width needed for this roadway improvement will be a minimum of 60'. The scope of services will include services required to develop a complete set of construction and ROW plans to acquire any needed ROW and construct the proposed roadway safety improvements. Considerations will be given to the existing construction plans for the extension of Reimer's Peacock Road from Hamilton Pool Road to SH 71, and also, due to limited alternative access to the area, the construction plans will include a way to maintain access to the area during construction.

The safety improvement project will be developed applying principles of Low Impact Development (LID). This approach will lead to preserving and enhancing scenic, aesthetic, historic, community, and environmental resources, while improving or maintaining safety, mobility, and infrastructure conditions. The consultant will review the existing roadway alignment, profiles, and geometries, including existing drainage and bridge structures before making any safety improvement recommendations. The improvements will terminate at the top of the east bank of the Pedernales River, and will not include the switchback and the low water

crossing. A complete set of construction plans, specifications, and engineering documents will be prepared through this professional services agreement.

Issues and Opportunities:

Hamilton Pool Road is a narrow two-lane winding rural collector. In addition to area residents and commuters, it is also used by visitors to the popular Hamilton Pool Park and the Southwest Metro Park (Reimer's Ranch Park). It is in need of safety improvements and this project is being scoped to address that need.

Required Authorizations:

TNR Financial: Cynthia McDonald

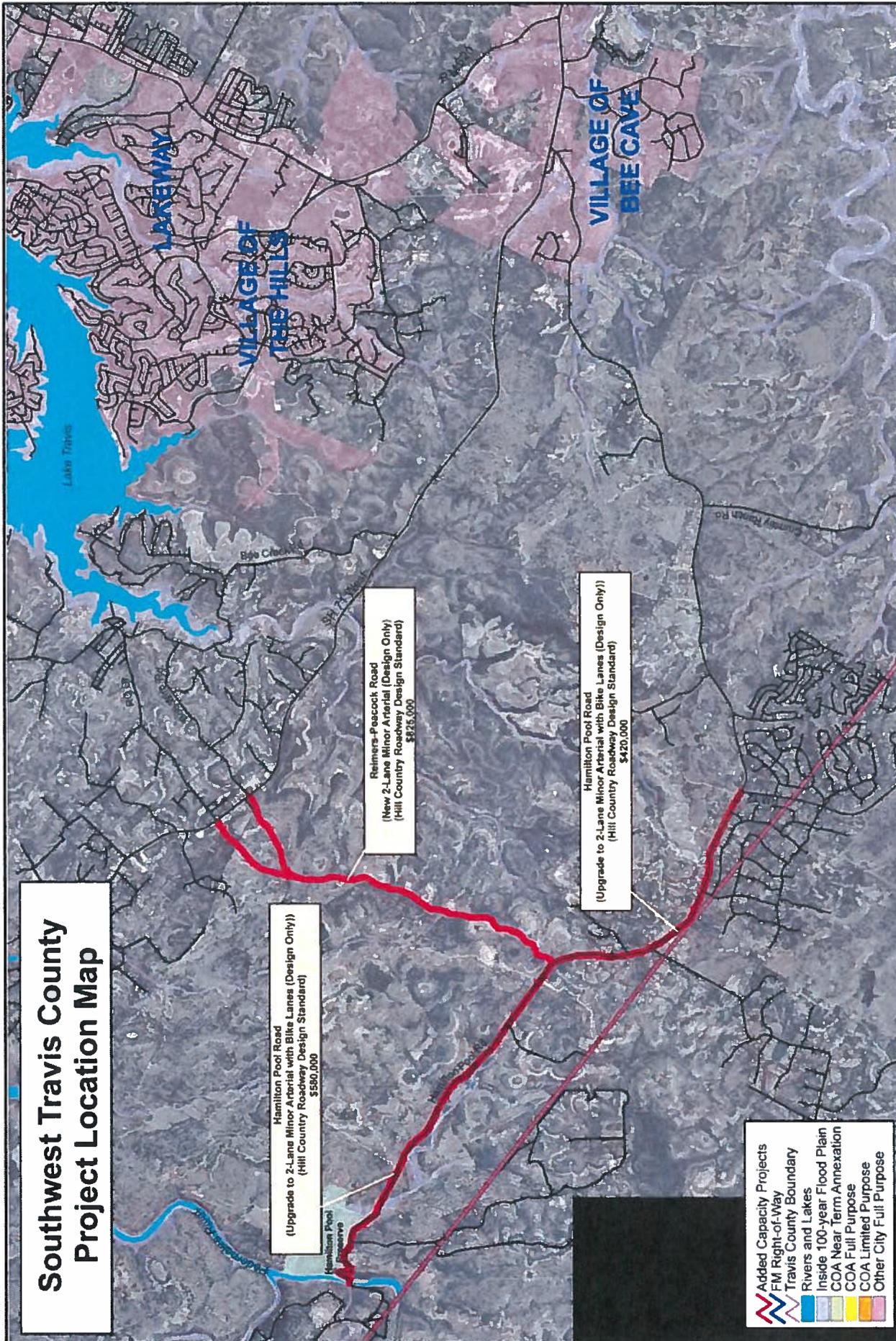
Purchasing: Cyd Grimes

PBO: Jessica Rio/Hannah York

Attachments:

- Attachment A: Project Location Map
- Attachment B: Firms Evaluation Matrix

CC: Cyd V. Grimes, C.P.M., Purchasing Agent
Jason Walker, Purchasing Agent Assistant
Cynthia McDonald, TNR Financial
Donna Williams-Jones, TNR Financial
Isabelle Lopez, TNR Financial
Tawana Gardner, TNR Financial
Steve Sun, P.E., TNR Public Works
Chiddi N'Jie, P.E., TNR Public Works
Central Files: 97B01-15 -1CA\Howard Ln II\ Design



Southwest Travis County Project Location Map

Hamilton Pool Road
(Upgrade to 2-Lane Minor Arterial with Bike Lanes (Design Only))
(Hill Country Roadway Design Standard)
\$590,000

Reimers-Pascook Road
(New 2-Lane Minor Arterial (Design Only))
(Hill Country Roadway Design Standard)
\$875,000

Hamilton Pool Road
(Upgrade to 2-Lane Minor Arterial with Bike Lanes (Design Only))
(Hill Country Roadway Design Standard)
\$420,000

- Added Capacity Projects
- FM Right-of-Way
- Travis County Boundary
- Rivers and Lakes
- Inside 100-year Flood Plain
- COA Near Term Annexation
- COA Full Purpose
- COA Limited Purpose
- Other City Full Purpose

DRAFT
SUBJECT TO CHANGE

Travis County
Transportation and Natural Resources Department
854-9383

Travis County 2005 Bond Mobility Project Location Map September 1, 2005

This information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product. The information is provided for informational purposes only. It is not intended to constitute an offer of insurance or any other financial product.

RFQ PROPOSAL EVALUATION PORTION (8 Total)										
Hamilton Pool Road Safety Improvements Design										
REVIEWER	AECOM	ATKINS	BINKLEY	HAS	HUITT ZOLLARS	PAPE DAWSON	SBI	SEILER LANKES		
REVIEWER 1	3.00	3.50	3.00	2.60	3.10	2.60	3.00	3.20		
REVIEWER 2	4.00	4.00	4.20	3.60	4.00	4.00	3.60	3.20		
REVIEWER 3	4.00	4.40	4.00	3.70	4.40	4.00	3.50	3.50		
PROPOSAL EVALUATION TOTAL	11.00	11.90	11.20	9.90	11.50	10.60	10.10	9.90		
PROPOSAL AVERAGE SCORES	3.67	3.97	3.73	3.30	3.83	3.53	3.37	3.30		
HALF-WORTH	1.83	1.98	1.87	1.65	1.92	1.77	1.68	1.65		
RANK ORDER		1	3		2					

INTERVIEW EVALUATION (3)				
REVIEWER	Binkley	ATKINS	HUITT	
REVIEWER 1	4.40	3.16	4	
REVIEWER 2	4.60	3.24	3.24	
REVIEWER 3	3.84	4.92	3.16	
INTERVIEW TOTAL	12.84	11.32	10.4	
INTERVIEW AVERAGE	4.28	3.77	3.47	
HALF-WORTH	2.14	1.89	1.73	
Combined SOQ/IV	4.01	3.87	3.65	
TOTAL RANK ORDER	1	2	3	



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013, 9:00 AM, Voting Session

Prepared By/Phone Number: J. Lee Perry/49724; Marvin Brice, CPPB, Assistant Purchasing Agent

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language: Approve Modification No. 14 to Contract No. 4400000074 (HTE Contract No. 10K00250LP), STR Constructors, for Milton Reimers Ranch Park.

- **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 Milton Reimers Ranch Park construction project, a 2,421 acre rural park includes; deceleration lane off of main road, existing park road improvements, development of parking lots, maintenance facility building, restrooms/shower facilities, shade structures, utility improvements, hike/bike and multi-use trails, sidewalks, fencing, park signage, gates and everything related to the infrastructure of the park.
- This Change Order number fourteen (14) is necessary to change the slope of the concrete floors of the newly constructed restrooms at Reimers Ranch Park for drainage purposes. This change order is in the amount of \$9,515.34, and increases the contract amount from \$5,544,906.84 to \$5,554,422.18. The total amount of this change order is under the threshold dollar amount requiring court approval, but requires court approval because the total contract change amount is over the 25% threshold.
- Change Order number thirteen (13) for the above contract was for additional miscellaneous items. This change order was in the amount of \$13,378.26, and increased the contract amount from \$5,531,528.58 to \$5,544,906.84.

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.

- Change Order number twelve (12) for the above contract was for additional erosion control items, adding flagstone walkways, auto dialer per LCRA regulations and adjusting the quantities on other miscellaneous items. This change order was in the amount of \$74,604.00, and increased the contract amount from \$5,456,924.58 to 5,531,528.58.
- Change Order number eleven (11) for the above contract was for additional erosion control items, adding sidewalks, drinking fountain, spoils haul-off and site restoration. It also included adjusting the quantities on other miscellaneous items. This change order was in the amount of \$78,460.39, and increased the contract amount from \$5,378,464.19 to 5,456,924.58.
- Change Order number ten (10) for the above contract was for the addition of additional erosion control items, adding deck, ramp and electrical service at a new fee booth. It also included adjusting the quantities on other miscellaneous items. This change order was in the amount of \$130,359.20, and increased the contract amount from \$5,248,104.99 to \$5,378,464.19.
- Change Order number nine (9) for the above contract was for the addition of a Pump Track, increasing roadway quantities, adjusting quantities on a revised water system, as well as for other miscellaneous improvements. This change order was in the amount of \$66,439.94, and increased the contract amount from \$5,181,665.05 to \$5,248,104.99.
- Change Order number eight (8) for the above contract was for the addition of retaining walls, collapsible bollards, directional signs, a primary electrical conduit to Riverview Restroom, relocation of the fee booth (including electrical work), the reduction of quantities regarding various water well related construction items, as well as other miscellaneous improvements . This Change Order increased the contract by \$15,787.23, from \$5,165,877.82 to \$5,181,665.05.
- Change Order number seven (7) for the above contract was for a Riverview restroom with shelter, two pavilions, adding a bay to the rock climber's shelter, painting interior walls, sealing the floors of all restrooms and other miscellaneous improvements. This Change Order increased the contract by \$539,613.36 from \$4,626,264.46 to \$5,165,877.82.

- Change Order number six (6) for the above contract was for realignment and extension of the proposed trail through a scenic overlook area by the Pedernales River, reducing the number of expensive large diameter trees while keeping the smaller caliper trees, providing a better communication network in the maintenance facility with data wires, changing VCT tiles to stained concrete floor, and adding trench drain by the pavilion to divert storm water runoff and keep the area dry. This Change Order increased the contract by \$98,357.81 from \$4,527,906.60 to \$4,626,264.46.
- Change Order number five (5) for the above contract was for additional length of a stone wall for safety improvements and a 500 gallon liquid propane tank. This Change Order increased the contract by \$72,563.00 from \$4,455,343.60 to \$4,527,906.60.
- Change Order number four (4) for the above contract, was for additional park improvement needs, which included park entrance road, relocation of a parking lot, additional footage of multi-use and hike & bike trail, sealed concrete floor for maintenance building, additional electrical services lines, and other miscellaneous items. This Change Order increased the contract by \$388,029.03 from \$4,067,314.57 to \$4,455,343.60
- Change Order number three (3) for the above contract, was for adjusting the unit price for the Pedestrian Trail (Item #6) for the addition of clearing and grubbing. This Change Order increased the contract by \$80,052.50 from \$3,987,262.07 to \$4,067,314.57.
- Change Order number two (2) for the above contract, was for additional drilling of the water well pilot hole. This Change Order increased the contract by \$11,890.00 from \$3,975,372.07 to \$3,987,262.07.
- Change Order number one (1) for the above contract, was for drilling a water well pilot hole, provide roadway modifications and adjust quantities for the pedestrian trail. This Change Order increased the contract by \$175,460.89 from \$3,799,911.18 to \$3,975,372.07.
- **Contract Expenditures:** Within the last 12 months \$4,942,661.17 has been spent against this contract/requirement.

- **Contract-Related Information:**
Award Amount: \$3,799,911.18

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 Type: Construction
Contract Period: Through Completion

➤ **Contract Modification Information:**

Modification Amount: \$9,515.34
Modification Type: Construction
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:**

- Funds Reservation in SAP: 03000000492
- Funding Center(s): 1490220000
- Comments:



Lee
10.17.13
mf

TRANSPORTATION AND NATURAL RESOURCES

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

700 Lavaca Street-5th Floor
Travis County Administration Building
PO Box 1748
Austin, Texas 78767
Phone: (512) 854-9383
Fax: (512) 854-4697

September 27, 2013

MEMORANDUM

TO: Marvin Brice, C.P.P.B., Assistant Purchasing Agent
FROM: Steve Manilla, P.E., County Executive, TNR
SUBJECT: Milton Reimers Ranch Park, Precinct 3
Construction Change Order #14
Contract No. 4400000074

RECEIVED
TRAVIS COUNTY
PURCHASING
OFFICE
2013 OCT 16 PM 3:39

TNR is recommending approval of the attached contract modification request (Change Order #14) from STR Construction for work necessary to change the slope the concrete floors of the newly constructed restrooms at the Reimer's Ranch Park. The floors do not drain properly and this proposed work is expected to fix that problem. If you have any question or need further information, please contact Chiddi N'Jie at 854-7585. The current construction contract amount is \$5,544,906.84. With this \$9,515.34 contract modification, the new contract amount will be \$5,554,422.18.

The work under this contract is complete with the exception of a few warranty items. Funding for this construction contract is from the 2001 and 2005 bond funds and the Urban Outdoor Recreation Grant from the Texas Parks and Wildlife Department. Sources of funding required for this change order is provided in the following:

Fund Reservation: 0300000830
Fund: 4039
Fund Center: 1490220000
I/O: 600017
G/L: 522030

Attachments:

Change Order Request (Change Order Form & Change Order Log)

CC: Cyd Grimes, C.P.M., Purchasing Agent
Lee Perry, Buyer
TNR Parks: Charles Bergh, Robert Armistead
TNR Financial Services: Cynthia McDonald, Isabelle Lopez, Tawana Gardner
TNR Public Works: Steve Sun, Chiddi N'Jie
Central Files: 3110/Reimer's Ranch/Construction\CO

MT # 9675

TRAVIS COUNTY - TNR
CHANGE ORDER REQUEST FORM
CHANGE ORDER NO.14

Project Name: Milton Reimers Ranch Park
Contractor: STR Constructors, Ltd

Change Order Description:
Misc field changes as listed

Contract No.: 10K00250LP

This change order is requested for the following reason(s):

Amend Bathroom Floors to Allow for Drainage

BID ITEM NO.	BID ITEM DESCRIPTION	UNIT TYPE	CURRENT CHANGE ORDER QUANTITIES			REVISED CONTRACT QUANTITIES			CURRENT CONTRACT QUANTITIES			PREVIOUS CONTRACT QUANTITIES	
			QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)	AMOUNT	QTY	UNIT PRICE(\$)
CO 13-1	Advanced Concrete Protection	LS	1	9457	-947	1	9457	9457	-	-	-	-	-
CO 13-2	Cut out concrete and patch at floor vetrains to create slope	LS	-1	847	-847	-1	847	-847	-	-	-	-	-
CO 13-3	Mobilization	LS	1.00	905.34	905.34	1	905.34	905.34	-	-	-	-	-
TOTAL					9,516.34			9,516.34					

Materials(\$)
Services(\$)
TOTAL \$ 9,515.34

NET OVERRUN/(UNDERRUN) \$ 9,516.34
TIME Extension: 10 Days

The compensation and/or time extension provided by this Change Order constitutes full and complete satisfaction for all direct and indirect costs, and interest related thereto, which has been or may be incurred in connection with this change to the Contract. By affixing my signature to this Change Order, as the Contractor's duly appointed representative, on behalf of the Contractor I hereby waive any rights to seek additional funds or relief of any nature for any event or circumstance arising from this Change Order.

NOTICE to the CONTRACTOR:
This is your authority to proceed with this work at the rates named above.

REQUESTED BY:
Contractor Gert Baer Date 9/19/13

RECOMMENDED FOR APPROVAL BY:
Project Manager [Signature] Date 9/20/13

Division Manager [Signature] Date 09/23/2013

Public Works Director _____ Date _____

APPROVED:
TNR County Executive [Signature] Date 10/16/13

Purchasing Agent _____ Date _____

County Judge _____ Date _____



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Jorge Talavera, CPPO, CPPB/854-9762, Marvin Brice, CPPB

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

Commissioners Court Sponsor: Judge Biscoe

Agenda Language:

Approve contract award for Mechanical, Electrical, Plumbing (MEP) Engineering Services for Domestic Water Boiler Replacement at Travis County Correctional Complex (TCCC) Bldg. 400 (12) to Encotech Engineering Consultants, 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.

The Travis County Sheriff's Office (TCSO) currently requires professional MEP engineering services for domestic water boiler replacement at the TCCC, 3614 Bill Price Road, Del Valle, Texas. The purpose of this project is to design the replacement of the existing water boilers in TCCC Building 400 (12) to better meet the needs of the building.

TCSO and the Purchasing Office have negotiated the terms and fees of a Professional Services Agreement (PSA) with Encotech Engineering Consultants, Inc., a pre-qualified professional engineering firm with expertise in this type of service recommended by TCSO as the most highly qualified firm to complete this project.

TCSO recommends, and Purchasing concurs, that the County award a PSA to Encotech Engineering Consultants, Inc. in the amount of \$99,350.00 (\$99,100.00 Basic Services Fee and \$250.00 Not-to-Exceed Reimbursable Expenses). As a matter of interest to the Court, Encotech Engineering Consultants, Inc. is a certified Historically Underutilized Business.

➤ **Contract-Related Information:**

Award Amount: \$99,350.00

Contract Type: Professional Services

Contract Period: Through Completion of Services

➤ **Funding Information:**

SAP Shopping Cart #:

Funding Account(s): 1378000001 / 522020

Comments: FRD No. 300000693



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

Date: October 14, 2013

TO: **Cyd Grimes**, CPM, CPPO, Purchasing Agent

FROM: **Wallace Sefcik**, Maintenance Manager

Wallace S Sefcik
10-14-2013

RE: **Award Recommendation Memo** Professional Services
PSA No. 4400001662, MEP Engineering Services for Domestic
Water Boiler Replacement at TCCC Building 400 (12)

Award ENCOTECH Engineering Consultants, Inc. and Proceed with MEP
Engineering Services for Domestic Water Boiler Replacement at TCCC
Building 400.

The TCSO Maintenance Section has reviewed the terms and fees for this
contract that TC Purchasing has negotiated. The TCSO Maintenance
Section accepts and recommends ENCOTECH Engineering Consultants,
Inc., to perform the required work as per the scope of work.

Funds Reservation # 300000693

Fund Account # 1378000001

GL # 522020

CC: Michael Gottner, Captain Corrections
Maria Wedhorn, Financial Analyst Senior
Thomas Perfetto, Building Maintenance Supervisor
Ron Rizzato, Accountant Associate
Jorge Talavera, CPPO, CPPB, Purchasing Agent Assistant IV
Marvin Brice, CPPB, Assistant Purchasing Agent

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

TRAVIS COUNTY

AND

ENCOTECH ENGINEERING CONSULTANTS

FOR

**MECHANICAL, ELECTRICAL, PLUMBING (MEP) ENGINEERING
CONSULTING SERVICES**

FOR

**DOMESTIC WATER BOILER REPLACEMENT IN BUILDING 400
(BUILDING 12)**

CONTRACT NO. 4400001662

PROFESSIONAL SERVICES AGREEMENT (PSA)

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PROFESSIONAL SERVICES AGREEMENT ("PSA")

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement (this "Agreement") is made and entered into by and between Travis County, Texas, a political subdivision of the State of Texas ("County") and Consultant ("Consultant") (each a "Party" and, collectively, the "Parties").

County desires to obtain professional mechanical, electrical and plumbing (MEP) engineering consulting services for domestic water boiler replacement at the Travis County Correctional Complex (TCCC) Building 400 (Building 12) (the "Project");

Consultant has the professional ability and expertise to fulfill the requirements of the Project, and to counsel County in the selection and analysis of cost-effective alternatives.

In consideration of the mutual covenants and agreements set forth in this Agreement, the amount and sufficiency of which are acknowledged, County and Consultant agree as follows:

SECTION 1 EMPLOYMENT OF THE CONSULTANT

- 1.1 The Travis County Sheriff's Office (the "County Sheriff") has designated a primary Project representative to act on behalf of County with respect to the work to be performed under this Agreement (the "County Project Manager"). The County Project Manager, in consultation with the County Sheriff, has the authority to interpret and define County's policies and decisions with respect to Consultant's services. The County Project Manager may designate representatives to transmit instructions and receive information. The County Project Manager will supervise the performance of Consultant's services under this Agreement. Consultant must cooperate fully with the County Project Manager in the performance of services under this Agreement.
- 1.2 County is contracting with Consultant as an independent contractor. Consultant shall perform professional engineering services as described in this Agreement. If any dispute arises under this Agreement, Consultant and the County Project Manager specifically agree to make a good faith effort to resolve the dispute directly between them. If they are unable to resolve the matter to Consultant's satisfaction, Consultant may appeal the dispute by following the procedures described in Paragraph 11.9 of this Agreement.
- 1.3 County will provide Consultant convenient access to all existing plans, maps, studies, reports, field notes, statistics, computations, and other data in its possession relating to existing facilities and to the Project. Consultant shall make copies of needed information and promptly return all originals. The cost of such copies will be a reimbursable expense. Consultant shall return his copies of this material to County upon completion of the Project, if the County

Project Manager instructs the Consultant to do so.

- 1.4 County cannot and does not warrant or guarantee the accuracy of all information that it provides to Consultant. Consultant may rely on professional sealed documents to the extent that the original professional would have been held liable for the information contained in those document, in accordance with industry standard practice. Information provided in record or as-built documents that is critical to the current design work should be field-verified by Consultant in accordance with his professional judgment. Consultant may rely on other Project information provided by County, such as program data or design criteria, in accordance with industry standards, unless this Agreement provides otherwise.
- 1.5 If the County Project Manager observes or otherwise becomes aware of any fault or defect in the Work Product, as defined in Section 7, the County Project Manager will give prompt written notice of the fault or defect to Consultant. Consultant shall correct any such fault or defect at no cost to County.
- 1.6 The Travis County Commissioners Court orders this Agreement for professional engineering services exempt from the County Purchasing Act pursuant to Texas Local Government Code § 262.024(4) as an item for procurement of professional services.
- 1.7 Project Management; Key Personnel. Consultant shall provide management for the Project in accordance with the Organizational Chart set forth as **Appendix B**, attached hereto and made a part hereof. Personnel included in the Organizational Chart shall be considered "Key Personnel" for purposes of this Project. Except in the event that the Key Personnel individual is no longer employed by (or otherwise under the direction and control of) Consultant, none of the Key Personnel may be withdrawn from the Project without County's prior written approval; provided, however, Consultant shall have the right to change Key Personnel if Consultant complies with the following conditions: (1) Consultant provides County with at least fifteen (15) business days prior written notice that Consultant intends to replace a Key Personnel individual; (2) the notice is accompanied by a copy of the resume of any proposed replacement Key Personnel, together with documentation demonstrating that the proposed replacement has equal or greater experience and qualifications than the original Key Personnel individual; and (3) Consultant permits County to interview the proposed replacement Key Personnel individual for the purpose of satisfying itself that the proposed replacement is acceptable. County will notify Consultant within seven (7) calendar days of conducting the interview of any objection to the proposed replacement, and will either request additional assurances regarding the proposed replacement or require Consultant to submit the name and qualifications of another replacement Key Personnel individual. Such process will continue until Consultant proposes a replacement Key Personnel individual acceptable to County. County agrees not to unreasonably withhold such acceptance. In the event a Key Personnel individual leaves the employment of Consultant unexpectedly and without advance notice, Consultant will immediately notify County upon learning of the departure and will comply with the requirements of this section.

SECTION 2 BASIC SERVICES OF CONSULTANT

- 2.1 Consultant shall be responsible for the complete design and documentation of the work described or referenced in this Agreement, and shall prepare the Work Product, , which must be acceptable to the County Project Manager. Consultant shall also serve as County's professional consultant during the Project phases to which this Agreement applies, and shall consult with and give advice to County during the performance of the Project.
- 2.2 Consultant shall perform the "Basic Services," which means:
- 2.2.1 all elements of labor, materials and equipment required for the Project, which must be rendered to the satisfaction of the County Project Manager 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 for the Project as specified in **Appendix A**, attached to and made a part of this Agreement for all purposes (the "Scope of Services");
 - 2.2.3 the Work Product, as defined herein, which Consultant shall submit to County for review at regular intervals, as specified in the Project Schedule to be provided by Consultant. The requirements applicable to the Project Schedule are specified in Exhibit 3.
- 2.3 Consultant shall use all applicable codes in performing the Basic Services for the Project. The standards, codes, specifications, or other technical, design or professional requirements that apply to this Project are the latest edition in effect on the date on which this PSA is executed, unless Consultant and County expressly agree otherwise. The applicable codes for this Project include, but are not limited to:
- a. International Building Code with City of Austin amendments
 - b. International Fire Code with City of Austin amendments
 - c. Uniform Plumbing Code with City of Austin amendments
 - d. Uniform Mechanical Code with City of Austin amendments
 - e. International Energy Code with City of Austin amendments
 - f. National Electrical Code with City of Austin amendments
 - g. Texas Accessibility Standards
- 2.4 As part of the Basic Services, Consultant shall report to the County any suspected hazardous materials in the areas of proposed construction. Hazardous materials assessment and abatement work will be provided by County under separate contract.

SECTION 3 CONSTRUCTION COST

- 3.1 The construction cost is the total cost to County of all elements of the Project designed or specified by 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, materials and any equipment that the

Consultant has designed, specified, selected, or specially provided for 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 Consultant or other consultants.

- 3.3 Detailed estimates of the Construction Cost prepared by Consultant represent Consultant's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither Consultant nor County has control over the cost of labor, materials, or equipment; over the contractor's methods of determining bid prices; or over competitive bidding, market, or negotiating conditions.
- 3.4 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, 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 (1) month after Consultant submits the Work Product for that phase to County, Consultant shall adjust any Project budget or fixed limit of Construction Cost, Consultant if directed by County. This adjustment work will be considered an Additional Service, as defined in Section 4, if the delay was not caused by Consultant. The adjusted Project budget or fixed limit will 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, County may:
- (1) approve, in writing, an increase in the Project budget or fixed limit;
 - (2) authorize rebidding of the Project within a reasonable time;
 - (3) terminate this Agreement and abandon the Project; or
 - (4) revise the scope of the Project to reduce the Construction Cost.
- 3.7 If County chooses to proceed under clause 3.6(4), above, Consultant, without additional compensation, shall modify the documents that Consultant is responsible for preparing under the Basic Services portion of this Agreement, as necessary to comply with the fixed limit.
- 3.8 Consultant shall estimate the total Project budget, including reimbursables, contingencies, permit fees, and agency fees. The budget may not include: (1) hazardous material testing and removal, if any is required; or (2) any costs for furniture, fixtures and equipment, unless otherwise provided in this Agreement. As part of the Basic Services, Consultant shall report to the County any suspected occurrence of hazardous materials in the areas of proposed remodeling or other construction work. Hazardous materials abatement work will be provided by County under separate contract.

**SECTION 4
COMPENSATION AND PAYMENT SCHEDULE**

- 4.1 In consideration of Consultant's performance of the Basic Services, Consultant will receive the Basic Services compensation described in Exhibit 1. County will pay the Basic Services compensation in accordance with the payment schedule specified in Exhibit 1.
- 4.2 For the performance of services not specifically described in the Basic Services (the "Additional Services"), Consultant will receive the Additional Services compensation described in Exhibit 1.
- 4.3 The County Project Manager will have authority to classify Consultant's services as "Basic or "Additional" services under this Agreement. The Project Manager may make this classification in consultation with the County Sheriff. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Sheriff), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

**SECTION 5
PERIOD OF SERVICE**

- 5.1 Consultant shall perform the professional services described herein, whether "Basic" or "Additional" services, in accordance with the Project Schedule, attached to this Agreement as Exhibit 3. Consultant shall obtain County approval for any proposed modification to the Project Schedule.
- 5.2 This Agreement will become effective on the Effective Date, as defined on the signature page of this Agreement, 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 in this Agreement (the "Project Completion Date"), unless sooner terminated as provided for in this Agreement.
- 5.3 If the performance by Consultant or County of either Party's obligations under this Agreement 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 to this Agreement, then that Party will be excused from such performance for a period of time that is reasonably necessary after such occurrence to remedy the effects of the occurrence. Upon the discovery of such an event, the Party whose performance is affected under this section shall notify the other Party, and the County Project Manager will call a special meeting to propose a program for resolution of the problem, and if necessary, to establish an estimated period of time of suspension or extension of the Project Completion Date. If Consultant makes a written request for an extension of time, the County Project Manager may grant the extension if the request is properly documented and justified by the circumstances.

SECTION 6 COORDINATION WITH COUNTY

- 6.1 The Travis County Purchasing Agent (the "Purchasing Agent") acts as County's overall contract administrator. The Purchasing Agent may designate representatives to transmit and receive information. Consultant shall not commence work until the County Project Manager has thoroughly briefed Consultant on the scope of the Project. Consultant shall not commence work on the Project until receipt of a written notice to proceed issued by the Purchasing Agent upon the recommendation of the County Sheriff (the "Notice to Proceed"). Consultant shall not commence work on any subsequent 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 Sheriff. The County Sheriff will copy the Purchasing Agent on all Notices to Proceed issued for subsequent Project phases.
- 6.2 At the beginning of each Project phase, and before written authorization to proceed with that phase is issued, Consultant shall submit to the County Project Manager the Project Schedule, as updated and adjusted as required for each phase. In addition, Consultant shall make monthly progress reports with comparisons to the Project Schedule.
- 6.3 In addition to Consultant's obligations described in the Scope of Services pertaining to meetings, at intervals not to exceed thirty (30) days, Consultant shall arrange for and attend progress meetings with County representatives and, as applicable, representatives of any other governmental authority having jurisdiction over the Project, to explain and receive feedback on the work-in-progress.
- 6.4 Consultant shall 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. Consultant shall familiarize himself, and comply, with established application, review, and approval processes as necessary to ensure that reasonable compliance will cause no delay to the Project Schedule.
- 6.5 For the duration of the Agreement term, Consultant shall be responsible for advising County whether in Consultant's judgment it is feasible to proceed with the Project given any constraints affecting the Project.
- 6.6 Consultant shall cooperate and coordinate with County's staff and other consultants and contractors as reasonable and necessary in performance of this Agreement and as required by the County Sheriff, the County Project Manager, and the Purchasing Agent.

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 Consultant shall submit the Work Product for each phase of the Project on or before the dates specified in the Project Schedule. Upon receipt of the Work Product, County will check the submission 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, County will notify Consultant and County's Technical Review Process, as defined in this Section, will begin. If the submission is incomplete, County will notify Consultant, who shall perform any professional services that are required to complete the Work Product for that phase. Consultant shall then resubmit the Work Product to County.
- 7.4 County's "Technical Review Process" means County's review of the Complete Work Product for substantial compliance with the technical specifications and requirements included in the Basic Services. If necessary, County will return the Complete Work Product to Consultant, who shall perform any professional services required for such compliance and resubmit the Complete Work Product to 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 Project Manager's opinion, substantial compliance with the technical specifications and requirements has been achieved.
- 7.6 After Acceptance, Consultant shall perform any required modifications, corrections, redesigns, and additional work as requested by County and any other governmental entities having jurisdiction over the Project and as necessary to receive final approval by the County Project Manager. "Approval" means formal written recognition by County that the Work Product for that phase is Complete and that compliance with the technical specifications and requirements has been fully achieved.
- 7.7 The County Project Manager will have authority to classify Consultant's services as "Complete", "Accepted", or "Approved" under this Agreement. The Project Manager may make this classification in consultation with the County Sheriff. In the event Consultant disagrees with the classification designated by the County Project Manager (and, if applicable, the County Sheriff), and those individuals are unable to resolve the disagreement directly, Consultant may refer the dispute to the Purchasing Agent, who will follow the procedures described in Paragraph 11.9.

SECTION 8 REVISION TO WORK PRODUCT

- 8.1 After Approval by County of the Work Product for each Project phase, Consultant shall, without additional compensation, perform any professional services required as a result of Consultant's development of the Work Product that County has 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, Consultant shall do so without additional compensation. However, after Approval by County, any revisions, additions, or other modifications made at County's request for the convenience of County that require Consultant to perform extra services and incur additional expenses will entitle Consultant to additional compensation for such extra services and expenses. This compensation will be paid as Additional Services in accordance with

Exhibits 1 and 2. Consultant must obtain County's written authorization for Additional Services 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 specified in Exhibits 1 and 2. Reimbursable Expenses includes actual expenditures made by 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 Consultant. Postage, delivery expenses, and mileage for the Work Product(s) are also allowable as Reimbursable Expenses;
- 9.1.2 Expense of review and permitting fees as required by governmental authorities having jurisdiction over the Project.
- 9.2 Unless this Agreement has been amended or modified as provided in this Agreement, the payments made for each of the above-listed categories of Reimbursable Expenses may not exceed the amount shown in Exhibit 1.
- 9.3 County will pay Reimbursable Expenses monthly upon presentation of Consultant's statement of services rendered or expenses incurred. Consultant shall submit receipts for all reimbursable expenses with each invoice. County does not reimburse for sales taxes paid by Consultant. Consultant may obtain a Tax Exempt Certificate from the Travis County Purchasing Office.

SECTION 10 SUSPENSION AND TERMINATION OF AGREEMENT

- 10.1 SUSPENSION. 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" will be the date on which Consultant receives the Notice of Suspension, and the Suspension Period will begin on this date. Performance may be reinstated and this Agreement resumed in full force and effect within sixty (60) days of Consultant's receipt of written notice of reinstatement from County. Upon the Effective Date of Suspension, Consultant shall follow the procedures described below:
- 10.1.1 Upon receipt of a Notice of Suspension, Consultant shall, unless the Notice otherwise directs, immediately begin to phase out and discontinue all services in connection with the performance of this Agreement and shall prepare a statement detailing the services performed under this Agreement prior to the Effective Date of Suspension. Consultant shall prepare 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, for possible delivery to County upon County's request.

10.1.2 During the Suspension Period, Consultant may submit the above-referenced statement to County for payment of the approved services actually performed under this Agreement, less previous payments.

10.2 TERMINATION FOR CONVENIENCE. County reserves the right to terminate this Agreement for reasons other than default by 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 Consultant a written notice (a "Notice of Termination for Convenience"), which will take effect on the tenth day following receipt by Consultant ("Termination for Convenience"). In the event of Termination for Convenience, County and its officials, agents and representatives will not be liable for loss of any profits.

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

10.2.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.

10.2.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.

10.2.4 Consultant's failure to submit the required statement described in paragraph 10.2.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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 shall take effect on the tenth day following receipt by the defaulting Party. In the event of Termination for Default, 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 Consultant exercises its right to terminate for default by County, within thirty (30) days after receipt by County of Consultant's Notice of Termination for Default, Consultant shall submit a statement detailing the services performed under this Agreement prior to the effective date of termination.

- 10.3.2 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
- 10.3.3 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
- 10.3.4 Consultant's failure to submit the required statement described in paragraph 10.3.1 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled for services performed under this Agreement.

Termination by County:

- 10.3.5 Upon receipt by Consultant of a Notice of Termination for Default and prior to the effective date of termination, Consultant shall, 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 shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after receipt of a Notice of Termination for Default, Consultant shall submit a statement showing in detail the services performed under this Agreement prior to the effective date of termination.
 - 10.3.6 Consultant shall deliver to County 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 as a precondition to any final payment due under this Agreement.
 - 10.3.7 Upon satisfaction of the above conditions, County will pay Consultant for approved services actually performed under this Agreement prior to termination, less previous payments.
 - 10.3.8 Consultant's failure to submit the required statement described in paragraph 10.3.5 and to comply with the above stated conditions will constitute a waiver by Consultant of any and all rights or claims to collect the fee to which Consultant may rightfully be entitled 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 Consultant covenants to undertake no task for 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, Consultant shall inform County of such event within five (5) working days.
- 11.2 Consultant shall be 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 County will not release 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 County will be an assumption of responsibility or liability by County for any defect, error, or omission in the designs, working drawings, specifications, or other documents prepared by Consultant.
- 11.4 Notwithstanding anything in this Agreement to the contrary, Consultant shall perform all services and responsibilities required of Consultant under this Agreement using at least that standard of care that a reasonably prudent Consultant in Travis County, Texas, would use in similar circumstances. Consultant shall perform the duties set forth in this Agreement in a professional manner and nothing in this Agreement will be construed to relieve Consultant of this duty.
- 11.5 Upon County's request, Consultant shall immediately remove from association with the Project any employee of Consultant who, in the opinion of County, is incompetent or whose conduct becomes detrimental to the work or coordination with County.
- 11.6 Consultant shall place his Texas Professional Consultant's seal of endorsement on all documents and engineering data furnished to County, as required by law.
- 11.7 Consultant is an independent contractor under this Agreement. Neither Consultant nor any officer, agent, servant, or employee of Consultant will be classified as an employee or servant of County.
- 11.8 **INDEMNIFICATION.** CONSULTANT AGREES TO AND SHALL 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 CONSULTANT OR ANY OF CONSULTANT'S 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 person, firm, corporation or other entity makes or brings any claim, or other

action, against Consultant that relates to Consultant's performance under this Agreement, including proceedings before an administrative agency, Consultant shall give written notice to County of the following information:

- (i) the existence of the claim, or other action, within ten (10) working days after being notified of it;
- (ii) 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;
- (iii) the alleged basis of the claim, action or proceeding;
- (iv) the court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
- (v) the name or names of any person against whom this claim is being made.

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

11.9 **CONTRACT ADMINISTRATION; UNRESOLVED DISPUTES.** The Purchasing Agent acts as the County representative in the administration of this Agreement. In case of an unresolved 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 Agreement. If Consultant does not agree with any document, notice, or correspondence issued by the Purchasing Agent, or other authorized County person, relating to the unresolved dispute, Consultant must submit a written notice to the Purchasing Agent, or other authorized County person, within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. Consultant may finally appeal the decision of the Purchasing Agent, in writing, to the Travis County Commissioners Court, whose decision shall be final and binding.

SECTION 12 OWNERSHIP OF DOCUMENTS

- 12.1 Consultant shall furnish County with Work Product as requested, whether or not it is complete at the end of the Project, or upon suspension or termination of this Agreement, as provided in this Agreement. Consultant may retain copies of the Work Product for Consultant's 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 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 County. Upon completion of the Project, Consultant shall deliver all such documents to County in an organized fashion. Consultant may retain a copy.
- 12.3 Any reuse by Consultant of any such documents described in paragraphs 12.1 and 12.2

without the specific and prior written consent of County will be at Consultant's sole risk and without liability or legal exposure to County.

- 12.4 Consultant will not be responsible for any use or any modifications to the documents described in paragraphs 12.1 and 12.2 made by any other entity, unless Consultant has given his specific written consent.

SECTION 13 MAINTENANCE OF AND RIGHT OF ACCESS TO RECORDS

- 13.1 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 Consultant further agrees that County and its duly authorized representatives will have access to any and all books, documents, papers and records of Consultant that are directly pertinent to the services 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 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 a court of competent jurisdiction rules any portion or portions of this Agreement invalid, illegal, or unenforceable in any respect, the remainder of it shall remain valid and binding.
- 14.3 EQUAL OPPORTUNITY IN EMPLOYMENT. Consultant agrees, during the performance of the services under this Agreement, to comply with the equal opportunity in employment provisions cited in Exhibit 4.
- 14.4 CERTIFICATION OF CONSULTANT. Consultant certifies that neither Consultant nor any members of 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 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 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.

Consultant agrees that County may furnish this certification to any local, state or federal governmental agencies in connection with this Agreement and with those portions of the Project involving participation of agency grant funds. Consultant agrees that this certification is subject to all applicable state and federal, criminal and civil laws.

14.5 NOTICE. Any notice required or permitted to be given under this Agreement by one Party to the other must be in writing. The notice will 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. The notice will be given and deemed to have been given 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 County for all purposes under this Agreement, unless such notice is specifically directed otherwise, is:

COUNTY: Cyd V. Grimes, C.P.M., CPPO (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):

Sheriff Greg Hamilton
Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

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

Encotech Engineering Consultants
8500 Bluffstone Cove, Ste. B-103
Austin, Texas 78759

14.6 INSURANCE. Consultant agrees during the performance of the services under this Agreement to comply with the insurance requirements specified in Exhibit 5.

14.7 FORFEITURE OF AGREEMENT. Consultant shall forfeit all benefits of this Agreement and County will retain all performance by Consultant and recover all consideration, or the value of all consideration, paid to Consultant pursuant to this Agreement if:

(i) 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) 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.

14.7.1 "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;

but does not include:

- (c) 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;
- (d) any financial services product sold to a Key Contracting Person for personal, family, or household purposes in accordance with pricing guidelines applicable to similarly situated individuals with similar risks as determined by Consultant in the ordinary course of its business; or
- (e) a transaction for a financial service or insurance coverage made on behalf of Consultant if Consultant is a national or multinational corporation by an agent, employee or other representative of Consultant who does not know and is not in a position that he or she should have known about this Agreement.

14.7.2 "Key Contracting Person" means any person or business listed in listed in Attachment 1 to Exhibit 6.

- 14.8 PURCHASE ORDER. Consultant and its contractors, subcontractors and vendors shall provide goods and services using the purchase order method. The designated representative of the Travis County Purchasing Office will assign a purchase order number. Consultant and its contractors, subcontractors and vendors shall reference the Agreement number and the purchase order number on all invoices to the [Travis County Transportation and Natural Resources Department *or* Sheriff's Office]. The terms and conditions contained elsewhere in this Agreement will prevail over different or contrary terms in any purchase order. All invoices submitted by Consultant and its contractors, subcontractors, and vendors must reference the purchase order number on the invoice. County will not pay invoices that are in excess of the amount authorized by the purchase order.
- 14.9 PAYMENTS. County will make payment by check or warrant 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, as indicated on Purchase Orders.

Travis County Sheriff's Office
P.O. Box 1748
Austin, Texas 78767

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

- 14.9.1 name, address, and telephone number of Consultant and similar information in the event payment is to be made to a different address;
- 14.9.2 County Agreement, Purchase Order, or Delivery Order number;
- 14.9.3 identification of items or services as outlined in the Agreement;
- 14.9.4 quantity or quantities, applicable unit prices, total prices, and total amount, and
- 14.9.5 any additional payment information that may be called for by this Agreement.

Consultant shall 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 County to document the progress of the work.

14.10 DISBURSEMENTS TO PERSONS WITH OUTSTANDING DEBTS PROHIBITED. In accordance with Section 154.045 of the Local Government Code, if notice of indebtedness has been filed with the County Auditor or County Treasurer evidencing the indebtedness of Consultant to the State, County or a salary fund, a warrant may not be drawn on a County fund in favor of Consultant, or an agent or assignee of Consultant until:

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

14.10.2 the debt is paid.

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

14.10.4 County may apply any funds County owes Consultant to the outstanding balance of debt for which notice is made under section 14.10 above, if the notice includes a statement that the amount owed by County to Consultant may be applied to reduce the outstanding debt.

14.11 INTEREST ON OVERDUE PAYMENTS. Chapter 2251 of the Texas Government Code will govern accrual and payment of interest on overdue payments.

14.12 PROPERTY TAXES. Notwithstanding anything to the contrary in this Agreement, if Consultant is delinquent in the payment of property taxes at the time of providing the services rendered under this Agreement, Consultant assigns any payments to be made for services rendered hereunder to the Travis County Tax Assessor-Collector for the payment of the delinquent taxes.

14.13 TAXPAYER IDENTIFICATION. Consultant shall provide County with an Internal Revenue Form W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its 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 will be binding on and inure to the benefit of County and Consultant and their respective successors, executors, administrators, and assigns. Neither County nor Consultant may assign, sublet, or transfer its interest in or obligations under this Agreement without the written consent of the other party. IT IS EXPRESSLY ACKNOWLEDGED AND AGREED THAT NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO ASSIGN 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.

14.15.1 HUB Program Requirements.

14.15.1.1 In consideration of award of this Agreement to Consultant, Consultant agrees to maintain a subconsultant relationship with any HUB Subconsultants identified on the HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION Form provided with Consultant's Qualifications Statement and attached to this Agreement as Exhibit 7. Consultant shall 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 Agreement Sum. For purposes of this Agreement, all references to "HUB" mean "certified HUB." To be considered as a "certified HUB," the subconsultant 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 subconsultant 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 Consultant may go beyond the good faith efforts listed above when soliciting HUB subconsultants.

14.15.2 Subcontractor/Subconsultant Tracking Software System.

14.15.2.1 The Travis County Purchasing Office has implemented an electronic subcontracting/subconsulting 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. 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 efficiency, accountability, data accuracy, transparency, and overall communication.

14.15.2.2 Consultant shall designate, and shall require all Subcontractors/subconsultants to designate, a liaison responsible for handling all Subcontractor Tracking Software System reporting. On a monthly basis, Consultant shall 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. Consultant shall 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 Consultant enters the Subcontractor/subconsultant payment information as required in this Agreement. Consultant shall attempt to resolve any payment discrepancies or disputes in good faith. Consultant shall 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 in this Agreement or by providing to County payment documentation satisfactory to County.

14.15.2.3 Consultant shall 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 Consultant to furnish the information required of it described in this paragraph 14.15.2 may result in cancellation of the contract award and Agreement

termination in accordance with the procedures set forth in this Agreement. Additionally, if County determines that Consultant is in default of these mandatory reporting requirements, County may consider such conduct against Consultant in the evaluation of future contracts between Consultant and County.

14.15.2.5 Consultant shall register, and shall 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 County understands and believes that the Subcontractor Tracking Software System will assist County in ensuring compliance with the County's HUB Program, and that the System will allow County staff to closely monitor 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 Consultant performed the work and received payment.

14.15.2.7 During the term of this Agreement, Consultant is encouraged to inform 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 HUB goal achieved, and substitutions. When substituting a Subcontractor/subconsultant, Consultant is highly encouraged to utilize HUBs, M/WBEs and DBEs. Consultant shall notify County of any substitutions or changes to Subcontractors/subconsultants in accordance with the procedures described in the System. Such notice shall be sent electronically to the Purchasing Agent or HUB Program Coordinator. County may request Consultant 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 turnaround time will be within 24 – 48 hours. If 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 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.

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

- 14.17 NON-WAIVER OF DEFAULT. No payment, act, or omission by County will constitute or be construed as a waiver of any breach or default of Consultant that then exists or that may subsequently exist. All rights of County under this Agreement are specifically reserved and any payment, act or omission will not impair or prejudice any remedy or title to 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 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.
- 14.18 MEDIATION. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in Section 154.073 of the Texas Civil Practice and Remedies Code, unless both parties agree, in writing, to waive the confidentiality.
- 14.19 OFFICIALS NOT TO BENEFIT. If a member of the Commissioners Court belongs to a cooperative association, 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.
- 14.20 CONSULTANT CERTIFICATIONS:
- 14.20.1 Consultant certifies that 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.
- 14.20.2 Consultant further represents and warrants that: (i) all applicable copyrights, patents and licenses that may exist on materials used in this Agreement have been adhered to; and (ii) County will not be liable for any infringement of those rights and any rights granted to County will apply for the duration of this Agreement. Consultant shall indemnify County and its officers, agents and employees from all claims, losses, damages, causes of action and liability of every kind, including expenses of litigation, court costs and attorney fees, for damages to any person or property arising in connection with any alleged or actual infringement of existing patents, licenses of copyrights applicable to materials used in this Agreement.
- 14.21 CIVIL RIGHTS/ADA COMPLIANCE. Consultant shall 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 Consultant were an entity bound to comply with these laws. Consultant shall not discriminate against any

employee or applicant for employment based on race, religion, color, sex, national origin, age or handicapped condition.

- 14.22 GRATUITIES. County may terminate this Agreement if it is found that gratuities of any kind, including entertainment or gifts, were offered or given by Consultant, or any agent or representative of Consultant, to any County official or employee with a view toward securing favorable treatment with respect to this Agreement. If this Agreement is terminated by County pursuant to this provision, County will be entitled, in addition to any other rights and remedies, to recover from Consultant at least three times the cost incurred by Consultant in providing the gratuities.
- 14.23 MONITORING. County reserves the right to perform periodic on-site monitoring of Consultant's compliance with the terms of this Agreement and of the adequacy and timeliness of Consultant's performance under this Agreement. After each monitoring visit, County will provide Consultant with a written report of the monitor's findings. If the report notes deficiencies in Consultant's performance under the terms of this Agreement, it will include requirements and deadlines for the correction of those deficiencies by Consultant. Consultant shall take action specified in the monitoring report prior to the deadlines specified.
- 14.24 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 in this Agreement.
- 14.25 ENTIRE AGREEMENT. This Agreement represents the entire and integrated agreement between County and Consultant and supersedes all prior negotiations, representations, or agreements, either oral or written.
- 14.26 TEXAS PUBLIC INFORMATION ACT. Notwithstanding any provision in this Agreement to the contrary, disclosure of any information obtained by County or any of its officials, employees, agents or representatives in connection with this Agreement will be subject to the provisions of the Texas Public Information Act and all legal authorities relating to that Act, including but not limited to opinions, decisions and letter rulings issued by the Texas Attorney's General Office.
- 14.27 CERTIFICATION OF ELIGIBILITY. This provision applies if the Total Agreement Sum specified in Exhibit 1 exceeds \$25,000. By submitting a Qualifications Statement in response to RFQ#Q090290-JT, Consultant certifies that at the time of submission, Consultant was not on the federal government's list of suspended, ineligible, or debarred contractors. If Consultant has been placed on the list between the time of submission of its Qualifications Statement and contract award, Consultant shall notify the Purchasing Agent. If Consultant fails to do so, County may terminate this Agreement for default.
- 14.28 AMENDMENT. The Parties may amend this Agreement only by written instrument signed by both Parties. CONSULTANT EXPRESSLY ACKNOWLEDGES THAT NO OFFICER, AGENT, REPRESENTATIVE OR EMPLOYEE OF TRAVIS COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO MODIFY OR AMEND THE TERMS OF THIS AGREEMENT UNLESS

THE COMMISSIONERS COURT HAS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY.

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

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

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

ENCOTECH ENGINEERING CONSULTANTS:

By: _____

Printed Name: Ali R. Khataw, P.E.

Title: President

Authorized Representative

Date: October 15, 2013

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.

TRAVIS COUNTY, TEXAS:

By: _____

Samuel T. Biscoe
Travis County Judge

Date: _____

APPROVED AS TO PROCUREMENT COMPLIANCE:

By: _____

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

AVAILABILITY OF FUNDS CONFIRMED:

By: _____

Niccoli Riley
Travis County Auditor

APPROVED AS TO FORM:

By: _____

Assistant County Attorney

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 will be the sum of **\$99,100.00**.

1.1.1 Unless the Parties have amended or modified this Agreement as provided in this Agreement, the payments for the phases described below will be:

- | | |
|--|----------------------------|
| (i) <u>Design Phase</u> : includes: Pre-Design Phase, Programming Phase, Schematic Design Phase, Design Development Phase, and Construction Contract Documents Phase | \$ <u>82,800.00</u> |
| (ii) <u>Bidding Phase</u> : includes Bidding Phase | \$ <u>2,500.00</u> |
| (iii) <u>Construction Phase</u> : includes Construction Contract Administration Phase and Close-out Documents and Drawings | \$ <u>13,800.00</u> |

TOTAL: \$ 99,100.00

SECTION 2 - FIXED FEE

2.1 Consultant and 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.

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 For the performance of the Additional Services, County will pay Consultant under a written amendment to this Agreement; provided, however, that the performance of any Additional Services must be authorized in advance in writing by the Purchasing Agent upon the recommendation of the County Project Manager.

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

3.4 County will compensate Consultant for the Additional Services unless the work comprising the Additional Services was made necessary by Consultant’s errors or omissions, in which case County will not compensate Consultant.

SECTION 4 – REIMBURSABLE EXPENSES

4.1 County will reimburse Consultant 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. Detailed requirements for Reimbursable Expenses are outlined in Section 9, Reimbursable Expenses.

REIMBURSABLES TOTAL NOT TO EXCEED: **\$250.00**

SECTION 5 –TOTAL AGREEMENT SUM

5.1 The Total Professional Services Agreement Sum, consisting of the Compensation for Basic Services fixed fee of **\$99,100.00**, plus the Not-to-Exceed Reimbursable Expenses Total specified in paragraph 4.1, above, of **\$250.00**, will not exceed **\$99,350.00**.

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 thirty (30) days of receipt of a correct and complete invoice, as defined in paragraph 14.10, by the Sheriff's Office.

EXHIBIT 2
HOURLY RATES

ADDITIONAL SERVICES SCHEDULE OF RATES (HOURLY):

Principal.....	\$188.00
Project Engineer III/Project Manager III.....	\$159.00
Project Engineer II/Project Manager II.....	\$142.00
Project Engineer I	\$135.00
Project Manager I.....	\$125.00
Graduate Engineer II.....	\$101.00
Graduate Engineer I.....	\$95.00
CAD Technician II	\$75.00
Administrative	\$57.00

EXHIBIT 3
PROJECT SCHEDULE

- A. Consultant shall 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 Project Manager and Consultant will 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. The Project Schedule must also allow sufficient time for the COUNTY's Technical Review Process.
- A.1 Consultant shall 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 specified in the Project Schedule;
 2. County makes a written request for a revision in the Work Product that is inconsistent with written approval or instructions previously given by County and due to causes beyond the reasonable control of Consultant;
 3. a force majeure event has occurred; and
 4. Consultant has not performed in accordance with the latest Project Schedule.
- A.3 If Consultant falls behind the Project Schedule by two or more weeks, then Consultant shall present the County Project Manager with a recovery plan that sets forth the remedial actions to be taken by Consultant. At its sole option, the COUNTY may withhold all or part of any payment due to 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.
- C. Consultant shall complete all design work described in this Agreement, and shall submit its Work Product for all phases as described in the Scope of Services, except for Bid Phase Services, within **50 calendar days** from the date of receipt by Consultant of County's written Notice to Proceed.

Calculation of the **50** days specified in paragraph C, above, does not include any time period during which 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.

ATTACHMENT 1 TO EXHIBIT 3**PERFORMANCE SCHEDULE**

Phase of Services	Precedent Activity or Milestone	Duration
Design Development Documents	Notice-to-Proceed	10
50% Construction Documents	COUNTY DD review comments	20
100% Construction Documents, including Final CD's for Issuance	COUNTY 50% CD review comments	20
SUBTOTAL		50
Bidding Assistance	Release for Bids	As Req'd.
Duration for preparation of Addendum documents for Bidding	Review comments from City and/or Bidders	3
Construction Contract Administration	Construction Notice-to-Proceed	As Req'd.

EXHIBIT 4
EQUAL OPPORTUNITY IN EMPLOYMENT

- A. Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. 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 must 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- B. Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- C. 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 Consultant's obligations under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. 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. 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 Consultant's non-compliance with the non-discrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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. 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. 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by County or federal agency, Consultant may request County and United States to enter into such litigation to protect the interests of the United States.

EXHIBIT 5
INSURANCE REQUIREMENTS

During the life of this Agreement, Consultant agrees to provide and maintain the following insurance:

- A. Worker's Compensation in accordance with statutory requirements.
- B. Commercial General Liability Insurance with a combined minimum Bodily Injury and Property Damage limits of \$400,000 per occurrence and \$1,000,000 in the aggregate, including coverage on the same for independent subcontractor(s). TRAVIS COUNTY 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 shall require any subcontractor(s) to provide Automobile Liability Insurance in the same minimum amounts.
- D. Professional Liability Errors and Omissions Insurance in the amount of \$1,000,000.

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

The required insurance must be written by a company approved to do business in the State of Texas at the time the policy is issued. Consultant shall furnish County with a certification of coverage issued by the insurer. The insurance company will be subject to County's approval. Consultant must not cause any insurance to be canceled or permit any insurance to lapse. ALL INSURANCE CERTIFICATES MUST INCLUDE A CLAUSE TO THE EFFECT THAT THE POLICY WILL NOT BE CANCELED OR REDUCED, RESTRICTED OR LIMITED UNTIL TEN (10) DAYS AFTER COUNTY HAS RECEIVED WRITTEN NOTICE AS EVIDENCED BY RETURN RECEIPT OF REGISTERED OR CERTIFIED LETTER.

EXHIBIT 6

STATE OF TEXAS }
COUNTY OF TRAVIS }

ETHICS AFFIDAVIT

Date: October 15, 2013
Name of Affiant: Ali R. Khataw, P.E.
Title of Affiant: President
Business Name of CONSULTANT: Encotech Engineering Consultants, Inc.
County of CONSULTANT: Travis County

Affiant on oath swears that the following statements are true:

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

Signature of Affiant

8500 Bluffstone Cove, Suite B103 - Austin, Texas 78759
Address

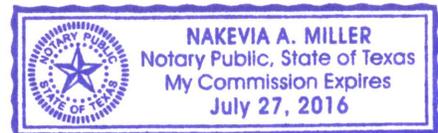
SUBSCRIBED AND SWORN TO before me by Ali Khataw on October 15, 2013

Notary Public, State of Texas

Nakevia A. Miller

Typed or printed name of notary

My commission expires: July 27, 2016



ATTACHMENT 1 to EXHIBIT 6
LIST OF KEY CONTRACTING PERSONS
August 15, 2013

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	David Salazar*	
Commissioner, Precinct 1	Ron Davis	
Commissioner, Precinct 1 (Spouse)	Annie Davis	Seton Hospital
Executive Assistant	Deone Wilhite	
Executive Assistant	Felicitas Chavez	
Commissioner, Precinct 2	Bruce Todd*	
Commissioner, Precinct 2 (Spouse)	Elizabeth Christian	Consultant
Executive Assistant	Sara Krause*	
Executive Assistant	Joe Hon	
Executive Assistant	Peter Einhorn	
Commissioner, Precinct 3	Gerald Daugherty*	
Commissioner, Precinct 3 (Spouse)	CharylN Daugherty	Consultant
Executive Assistant	Bob Moore*	
Executive Assistant	Martin Zamzow*	
Executive Assistant	Barbara Smith*	
Commissioner, Precinct 4	Margaret Gomez	
Executive Assistant	Edith Moreida	
Executive Assistant	Norma Guerra	
County Treasurer.....	Dolores Ortega-Carter	
County Auditor	Nicki Riley*	
County Executive, Administrative	Vacant	
County Executive, Planning & Budget	Leslie Browder	
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.	
Interim Chief Information Officer.....	Tanya Acevedo	
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.....	Daniel Bradford	
Attorney, Transactions Division.....	Elizabeth Winn	
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..... CW Bruner, CTP
 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..... Loren Breland, CPPB
 Purchasing Agent Assistant IV..... John E. Pena, CTPM
 Purchasing Agent Assistant IV..... Rosalinda Garcia
 Purchasing Agent Assistant IV..... Angel Gomez*
 Purchasing Agent Assistant III..... Shannon Pleasant, CTPM
 Purchasing Agent Assistant III..... David Walch
 Purchasing Agent Assistant III..... Michael Long, CPPB
 Purchasing Agent Assistant III..... Jesse Herrera, CTP, CTPM, CTCM
 Purchasing Agent Assistant III..... Sydney Ceder*
 Purchasing Agent Assistant III..... Ruena Victorino*
 Purchasing Agent Assistant III..... Rachel Carona*
 Purchasing Agent Assistant II..... Vacant
 Purchasing Agent Assistant II..... L. Wade Laursen
 Purchasing Agent Assistant II..... Sam Francis
 HUB Coordinator..... Sylvia Lopez
 HUB Specialist..... Betty Chapa
 HUB Specialist..... Jerome Guerrero
 Purchasing Business Analyst..... Scott Worthington
 Purchasing Business Analyst..... Jennifer Francis
 Sheriff's Office, Captain, Corrections..... Michael Gottner
 Sheriff's Office, Bldg. Maint. Div. Mgr..... Wallace Sefcik
 Sheriff's Office..... Thomas Perfetto

FORMER EMPLOYEES

<u>Position Held</u>	<u>Name of Individual Holding Office/Position</u>	<u>Date of Expiration</u>
Executive Assistant.....	Cheryl Aker.....	10/05/13
Purchasing Agent Assistant II.....	Jayne Rybak, CTP.....	12/14/13
Commissioner, Precinct 3.....	Karen Huber.....	01/01/14
Executive Assistant.....	Garry Brown.....	01/01/14
Executive Assistant.....	Julie Wheeler.....	01/01/14
Executive Assistant.....	Jacob Cottingham.....	01/01/14
Commissioner, Precinct 2.....	Sarah Eckhardt.....	05/31/14
Purchasing Agent Assistant III.....	Nancy Barchus, CPPB.....	06/28/14

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

EXHIBIT 7

HUB DECLARATION AND LIST OF CERTIFIED HUB SUBCONTRACTORS

The primary objective of the Travis County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified HUB Contractors/Vendors. It is the policy of the Travis County Purchasing Office to ensure a good faith effort is made to assist Certified HUB vendors and contractors in receiving contracts in accordance with the HUB Program policies and the Minority and Woman-Owned Business goals adopted by the Travis County Commissioners Court. Our goals for HUB contractor/vendor participation, as well as HUB subcontractor participation for this project are as follows:

Overall MBE Goal: 16.5%; Sub-goals: 1.7% African-American; 9.5% Hispanic; 0.6% Native American; 4.7%Asian American
Overall WBE Goal: 14.2%

To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification, with any of the three agencies listed below. Please attach copy of certificate.

Vendor/Contractor: Encotech Engineering Consultants, Inc.

Certified as a HUB or an MBE/WBE/DBE source: Yes No HUB Status (Gender & Ethnicity): Male/Asian American

If yes, by whom: State of Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

SUGGESTED DATABASE DIRECTORIES TO VIEW WHEN SOLICITING HUB SUBCONTRACTORS
State: www.tbpc.state.tx.us/cmbi; City: www.ci.austin.tx.us/purchasing; TUCP: www.tucp.org

LIST OF CERTIFIED HUB SUBCONTRACTORS
(DUPLICATE AS NECESSARY)

What percentage of the Bid or Proposal is to be subcontracted with Certified HUB sources: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status (Gender & Ethnicity): _____

Certifying Agency (Check all applicable): Texas Building and Procurement Commission City of Austin Texas Unified Certification Program

Address: _____ City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____ Phone No.: (____) _____

Subcontract Amount: \$u _____ Description of Work to be Performed: _____

APPENDIX A

SCOPE OF SERVICES

1.0 THE PROJECT

- 1.1 The Project is to replace the existing domestic water heaters and install electronic mixing valves. The domestic water heating is served by 8 domestic water boilers. Six have 540,000 BTUH input and 250-gallon tank, plus 5 manual mixing valves. One serving the Commissary has 400,000 BTUH capacity and a 200-gallon tank. The eighth (serving the G wing) is unknown at this point but is likely the same as the main 6 units, at 540,000 BTUH. These are all 2 to 4 years old and at least 4 of the 8 are leaking at the tank.

The building heating is served by 4 large Hydronic HVAC boilers that run year-round, for heating and humidity control, with piping throughout the building to air handlers, located very near these domestic boilers.

Replace each of the 8 domestic boilers with two new ones (for redundancy), with new electronic mixing valves, Armstrong Brain.

2.0 ENGINEERING SCOPE OF SERVICES

- 2.1 The CONSULTANT'S "Basic Services" shall include all tasks and deliverables required to provide a complete, functional and usable design that meets the program requirements.
- A. Scope of general services will include, but not be limited to:
1. The scope of MEP design services extends to the boiler room and to the electrical room that is located about 50 feet from the boiler room.
 2. Participate with the Owner during design development.
 3. Provide a written narrative describing the Basis of Design of the MEP systems for the Project.
 4. Attend an initial kick-off meeting and up to three construction document review meetings in Austin at the completion of Design Development Documents, at 50% Construction Documents completion, and at 95% Construction Documents completion.
 5. Design of boiler system shall be based on Lochinvar boilers utilizing an N+1 redundant system.
- 2.2 Electrical design, required construction drawings, specifications and an estimate of cost shall be produced by the CONSULTANT under Basic Services. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the Project. The CONSULTANT will be responsible for providing a complete and functional design so that the boiler system will be operational.
- A. Scope of electrical engineering services will include, but not be limited to:
1. Circuit design for boilers and associated recirculation pumps.
 2. Load analysis, distributions panels and wire sizing.
- 2.3 Mechanical and plumbing design, required construction drawings, specifications and an estimate of cost shall be produced by the CONSULTANT under Basic Services. Deliverables may be used to secure permitting, solicit bids from contractors and provide direction for the construction of the Project. The CONSULTANT will be responsible for providing a complete and functional design so that the boiler system will be operational.

- A. Scope of mechanical engineering services will include, but not be limited to:
 - 1. Design of combustion air supply and flue exhaust.
 - 2. Design of water piping and pumps.
 - 3. Sizing of boilers.
 - 4. Sizing of the electronic mixing valve.

- B. Scope of plumbing engineering services will include, but not be limited to:
 - 1. Gas piping load analysis, sizing, layout and riser diagrams.
 - 2. Condensate piping design.
 - 3. Fire protection services; CONSULTANT will provide performance specifications only.

3.0 CONSTRUCTION DOCUMENTS

- 3.1 The CONSULTANT shall prepare construction drawings and specifications completely describing the work and in coordination with the building design and the work of other design disciplines.

- 3.2 Drawings shall be prepared in AutoCAD 2008, or later version. Coordinate the drawings with the COUNTY's drawings as to title block format, sheet numbers and cover sheet information.

- 3.3 Provide complete specifications in Microsoft Word 2000 or more recent version.

- 3.4 Provide MEP Comcheck forms and energy conformance calculations, sealed and signed by the CONSULTANT, for County use and for regulatory agency review and approval.

- 3.5 "Construction Documents" shall mean all deliverables such as plans, specifications, calculations, reports, sketches and renderings prepared by the CONSULTANT. These shall become the property of the 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 in the Professional Services Agreement. The CONSULTANT shall have the right to retain copies for record.

- 3.6 The CONSULTANT shall furnish to the COUNTY the following:
 - A. One set of 100% complete full-size construction drawings, photostatically plotted or copied on bond paper, bearing an original signed, dated professional engineering seal in required locations.
 - B. One unbound set of the final specifications.
 - C. One copy of the CAD/BIM files and specifications on compact disc.
 - D. One full-sized set each of the Design Development Documents, 50% Construction Documents, and 95% Construction Documents.
 - E. Calculations as described herein.
 - F. Regulatory documents as described herein.
 - G. Affix an original signed and dated seal to the following documents or as required by law.
 - 1. Drawing set Cover Sheet.
 - 2. Each sheet of Engineering Drawings.
 - 3. Project Manual Table of Contents sheet.

- 3.7 Provide cost estimate at basis of Design Narrative, 100 Design Development, 50% Construction Documents, and 95% Construction Documents Design Submissions.

4.0 CONSTRUCTION CONTRACT ADMINISTRATION

- 4.1 The CONSULTANT shall be responsible for Construction Contract Administration to the extent the CONSULTANT determines is necessary to verify that the Work is being constructed according to the intent of the Construction Documents. The CONSULTANT may perform up to eight site visits during construction, including final walk-thru, for observation of quality assurance and review of progress. Site visits will commence when sufficient MEP work has been installed to warrant attendance.
- 4.2 The CONSULTANT shall render interpretations necessary for the proper execution of the Work with reasonable promptness upon notification by the COUNTY. Present to the County the results of reviews within ten (10) calendar days for submittals and within ten (10) calendar days for claims, disputes, and other matters in question between the County and the Contractor relating to the execution or progress of the Work or the interpretation of the Construction Contract Documents. The CONSULTANT shall notify the County immediately if more time is required for reasonable cause. As negotiated between the COUNTY and the CONSULTANT, RFI's will be addressed by TCSO. The CONSULTANT may provide RFI responses if information has been omitted.
- 4.3 The CONSULTANT shall not have control or charge of, and shall not be responsible for construction means, methods, techniques, sequences or procedures nor safety precautions and programs in connection with the Construction Work nor acts or omissions of the Contractor or Subcontractors of any tier; or any other persons performing any of the Construction Work, nor failure of any of the aforementioned to carry out the Construction Work in accordance with the Construction Contract Documents.
- 4.4 The CONSULTANT shall at all times have access to the Work wherever it is in preparation or progress.
- 4.5 Interpretations and decisions of the CONSULTANT shall be consistent with the intent of, and reasonably inferable, from the Contract Documents and shall be in written and/or graphic form.
- 4.6 The CONSULTANT will attend a pre-bid conference at the Owner's facility for prospective bidders.
- 4.7 The CONSULTANT shall produce an MEP punch list of construction deficiencies at the end of the Project; the CONSULTANT will not be responsible for verification that punch list items have been completed.

5.0 QUALITY CONTROL

- 5.1 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, the Contractor must know what is expected and required in order to prepare a proper bid or cost proposal. The drawings & 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.
- 5.2 Field Tests: Testing requirements shall be set forth identifying the specific inspection, sampling and testing requirements to be performed by the Contractor or by an Independent Testing Firm retained by the COUNTY. Include items to be tested and the person(s) who will perform the test; the number of tests per lot size, cubic yard, ton, square foot, p.s.i., etc.; the testing method; the required tolerances; and the actions to be taken in the event of failure.

6.0 MEETINGS

- 6.1 The CONSULTANT shall attend meetings with the COUNTY as required for development of the Design and Construction Documents and as necessary during the Construction Contract Administration Phase. Attendance and participation at such meetings shall be part of the Basic Services. Any meetings not required by this Agreement shall be requested, provided, invoiced and compensated at the hourly rate for the appropriate CONSULTANT staff indicated, all in accordance with the Professional Services Agreement.

7.0 SCOPE OF WORK EXCLUSIONS

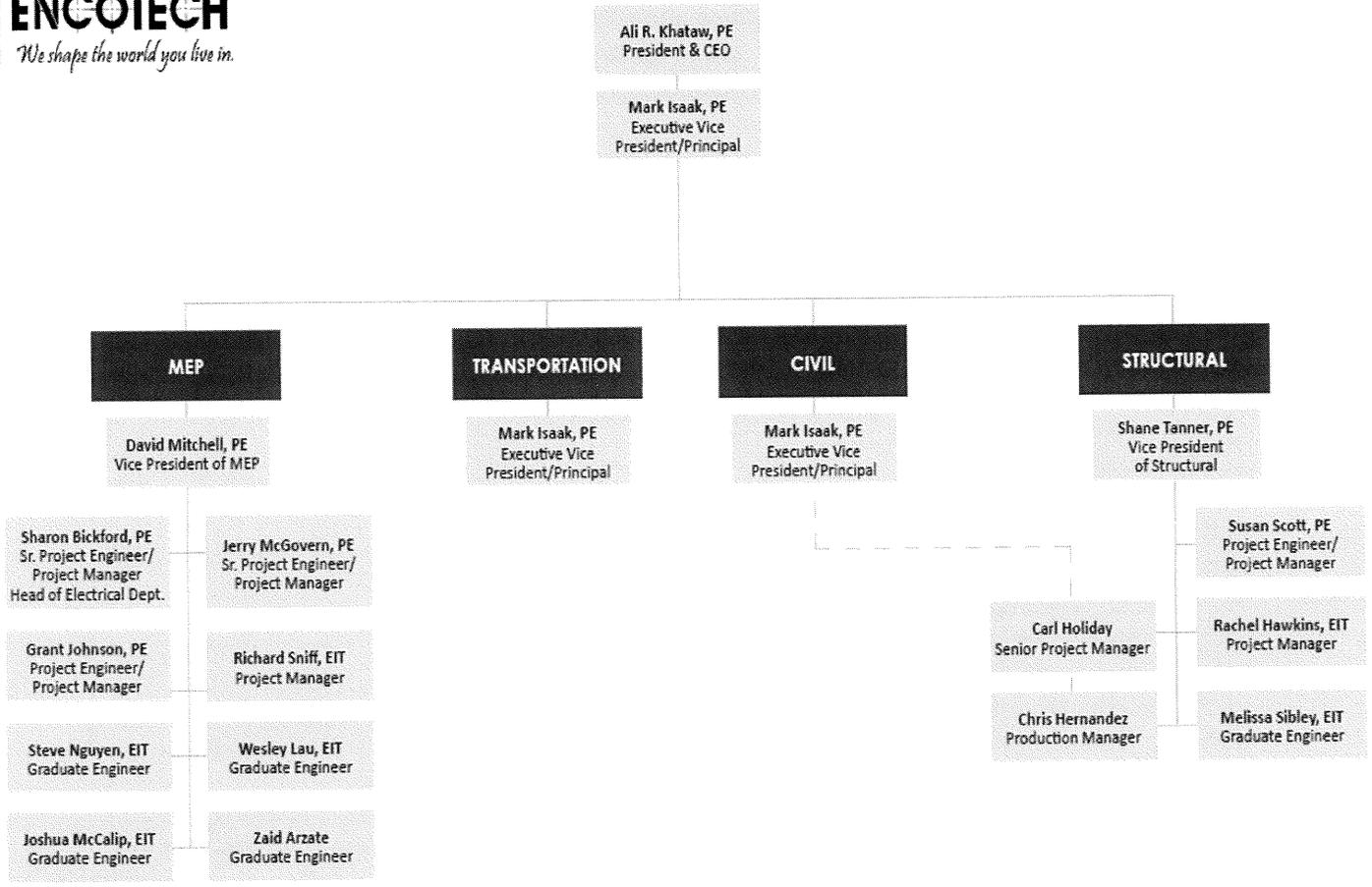
- 7.1 The items listed below are excluded from the CONSULTANT'S Scope of Services:

- A. Any testing associated with the existing and new mechanical, electrical and plumbing systems.
- B. Heat Load/ Energy analysis of TCCC Building 400.
- C. Increase in square footage of the building/boiler room.
- D. Tempered water pumping recirculation system for TCCC Building 400 and/or repairs to the existing pumping infrastructure.
- E. Electrical panel upgrade.
- F. Structural design services.
- G. Architectural design, including flashing details.
- H. As-built drawings.
- I. Value engineering services.
- J. Commissioning services.
- K. Environmental review, recommendations and/or design.
- L. Structural, recommendations design and/or structural loading capacity verifications.
- M. Fire sprinkler and fire alarm system design. The CONSULTANT will provide performance specifications only.
- N. Design of sand traps, septic systems, lift stations, UPS systems, generator systems, computer network systems, security and CCTV systems shall be considered as Additional Services. The CONSULTANT will coordinate power to such systems if load information is provided in advance by the COUNTY.
- O. CONSULTANT shall design all site utilities. The CONSULTANT's plumbing scope shall be limited to the building interior only.
- P. Testing and inspections (a qualified testing and inspection firm shall conduct all inspections under separate COUNTY contract).
- Q. Site visits and CA services shall be limited as indicated in this Scope of Services.
- R. Permitting.
- S. Other services or incurring of other expenses that become necessary for the completion of this Project but that are not reasonably anticipated at this time.

END OF APPENDIX A

APPENDIX B

ORGANIZATIONAL CHART





Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

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 Modification No.10 to Interlocal Agreement No. 4400000354, Austin Independent School District, for After School Care.

- **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.
- Through this Interlocal Agreement, Austin Independent School District (AISD) will recruit youth to participate in activities they would not have access to outside this program. Afterschool activities will include afterschool enrichment and academic classes, homework help and tutoring services, and college and readiness classes.

Modification No. 10 will amend Attachment D, the 2013 Program Budget. The amendment will allow AISD to utilize funds to cover expenses of administrative staff salaries and benefits that were mistakenly placed in the direct service salaries fund. There is no change to the not to exceed agreement amount. The modification term begins upon execution and continues through December 31, 2013. The original agreement is currently with AISD awaiting signature; once signed, it will be presented to the Judge for execution.

Modification No. 9 amended financial language regarding limitations as to payments within different fiscal years. The amendment is effective January 1, 2012 upon execution and pertained to services provided under the contract beginning January 1, 2012, and continuing through December 31, 2013

Modification No. 8 renewed the agreement for an additional twelve-month period, from January 1, 2013 thru December 31, 2013; The not to exceed contract amount for this for this renewal

ID# 9677

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

period was \$544,800.

Modification No. 7 provided funding for the contract period of October 1, 2011 thru September 30, 2012 (FY 2012), in the amount of \$544,800.

Additionally, ratified the contract for services provided through The Harvest Foundation Program. This is an auto-renewal contract and at the time of the auto-renewal (October 1, 2011) documentation and requirements related to the Harvest Foundation Program were not provided, and as such, services related to this program were not included in the contract. However, AISD began providing these services (effective October 1, 2011), without their inclusion in the contract.

Funding for the Harvest Foundation Program in the amount of \$25,000 is added to the contract to subsidize the cost of the 2012 Youth Conference.

Finally, this modification revised the contract term by extending the contract for an additional three months. The contract term changed from October 1, 2011 thru September 30, 2012 (12 months) to October 1, 2011 thru December 31, 2012 (15 months). This change made it so that the contract performance period will be on a calendar year basis with the next renewal. This three month extension will increase the contract amount by \$136,200 (\$45,400.00 per month).

Modification No. 6 renewed the agreement for an additional twelve-month period, from October 1, 2010 thru September 30, 2011; in addition to adding the Harvest Program. The not to exceed contract amount for this for this renewal period was \$569,800.

Modification No. 5 renewed the agreement for an additional twelve-month period, from October 1, 2009 thru September 30, 2010; in addition to adding the Harvest Program. The not to exceed contract amount for this for this renewal period was \$569,800.

Modification No. 4 renewed the agreement for an additional twelve-month period, from October 1, 2008 thru September 30,

ID# 9677

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

2009; in addition to adding the Harvest Program. The not to exceed contract amount for this for this renewal period was \$569,800.

Modification No. 3 renewed the agreement for an additional twelve-month period, from October 1, 2007 thru September 30, 2008; in addition to increasing the daily rate from \$1,624 to \$2,724. The not to exceed contract amount for this for this renewal period was \$ 544,800.

Modification No. 2 renewed the agreement for an additional twelve-month period, from October 1, 2006 thru September 30, 2007; in addition to increasing the number of service days from 190 to 200 and a budget increase. The not to exceed contract amount for this for this renewal period was \$ 324,800.

Modification No. 1 renewed the agreement to the fiscal year from October 1, 2005 thru September 30, 2006; in addition to a budget increase. The not to exceed contract amount for this for this renewal period was \$ 308,560.

➤ **Contract Expenditures:** Within the last 12 months \$1,114,600 has been spent against this contract.

➤ **Contract-Related Information:**

Award Amount: \$544,800

Contract Type: Interlocal Agreement

Contract Period: August 15, 2004 - September 30, 2004

➤ **Contract Modification Information:**

Modification Amount: \$0

Modification Type: Bilateral

Modification Period: Upon execution thru December 31, 2013

➤ **Solicitation-Related Information:** Not Applicable

Solicitations Sent:

Responses Received:

HUB Information:

% HUB Subcontractor:

ID# 9677

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

➤ **Special Contract Considerations:** Not Applicable

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

➤ **Funding Information:**

- SAP Shopping Cart #:
- Funding Account(s):
- Comments: No fiscal impact

ID# 9677

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

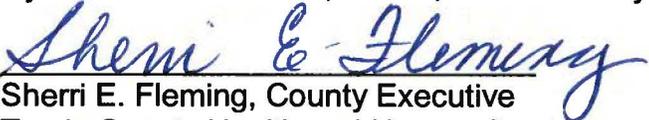


**TRAVIS COUNTY HEALTH and HUMAN SERVICES
and VETERANS SERVICE
100 North I.H. 35
P. O. Box 1748
Austin, Texas 78767**

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

DATE: October 14, 2013

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

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

SUBJECT: Austin ISD –Travis County Afterschool Collaborative Program
Amendment Request

Proposed Motion:

Consider and take appropriate action regarding Travis County Health and Human Services and Veterans Service request to approve an amendment to the AISD Travis County After school Care Collaborative contract.

Summary and Staff Recommendation:

The department is recommending the approval of a budget revision. The amendment will allow the agency to utilize funds to cover expenses of administrative staff salaries and benefits that were mistakenly placed in the direct service salaries.

Budgetary and Fiscal Impact:

None. Contract term, scope of work and funding will remain the same.

Cc: Deborah Britton, Division Director, Community Services, TCHHS/VS
Nicki Riley, Travis County Auditor
Patti Smith, Chief Assistant County Auditor
Mary Etta Gerhardt, Assistant County Attorney
Leslie Browder, County Executive for Planning and Budget Office
Aerin Toussaint, Analyst, Planning and Budget Office
Cyd Grimes, C.P.M., Travis County Purchasing Agent
Shannon Pleasant, Purchasing Agent Assistant III, Travis County Purchasing Office
Kathleen Haas, Financial Manager, TCHHS/VS
Jim Lehman, Division Director, Family Support Services, TCHHS/VS
Blanca Leahy, Division Director, Research and Planning, TCHHS/VS
Olie Pope, Veteran Services Officer, Veteran Services, TCHHS/VS

**AMENDMENT OF INTERLOCAL COOPERATION AGREEMENT
BETWEEN TRAVIS COUNTY AND
AUSTIN INDEPENDENT SCHOOL DISTRICT FOR
OUT-OF-SCHOOL PROGRAM SERVICES**

This Amendment of written instrument ("Amendment") is entered into by the following parties: Travis County, a political subdivision of the state of Texas ("County"), and Austin Independent School District ("AISD"), a state agency.

RECITALS

County entered into a contract with AISD to provide out-of-school program services ("Agreement"), the Initial Term of which was effective January 1, 2009, and terminated December 31, 2009 ("Initial Agreement Term").

AISD agreed to provide personal and professional services and activities for indigent and other qualified recipients in accordance with the terms of the Agreement, including the attachments thereto, during any approved Agreement period, in accordance with the terms of the Agreement, thus providing services which further a public purpose.

Under the terms of the Agreement, the term has previously been renewed through the current Agreement Term beginning January 1, 2013, and ending December 31, 2013 ("2013 Renewal Term").

The Agreement allows the Parties to make changes to the Agreement where such change is in writing and signed by both parties.

In consideration of the mutual benefits to be received through the following changes, County and AISD agree to change the Agreement as follows:

1.0 AGREEMENT TERM.

1.1 **2013 Renewal Term.** The Parties agree that the Agreement is currently operating under the terms of the Agreement as set forth for that time period beginning January 1, 2013, and ending December 31, 2013 ("2013 Renewal Term").

1.2 **Amendment Term.** The Parties agree that the terms of this Amendment will apply to the provision of services during the 2013 Amendment Term which begins upon execution of this Amendment and continues through December 31, 2013.

2.0 ENTIRE AGREEMENT

2.1 **Attachments.** The Parties agree to amend Attachment D, "2013 Program Budget," by deleting the current Attachment D and substituting the new Attachment D, "Amended 2013 Program Budget," included in this Amendment as Exhibit 1. The document included in this Amendment as Exhibit 1 is hereby made a part of the Agreement, as amended, and constitutes promised performance by AISD in accordance with all terms of the Agreement, as amended. The attachments not changed by this Amendment remain in full force and effect.

3.0 INCORPORATION

3.1 County and AISD hereby incorporate the Agreement into this Amendment. Except for the changes

made in this Amendment, County and AISD hereby ratify all the terms and conditions of the Agreement as amended. The Agreement with the changes made in this Amendment constitutes the entire agreement between the Parties and supersedes any prior undertaking or written or oral agreements or representations between the Parties.

6.2 The Parties agree that all requirements and obligations of the Agreement which have not been specifically changed by this Amendment remain in full force and effect and apply to performance by the Parties during the 2013 Renewal Term of the Agreement as amended.

3.0 EFFECTIVE DATE

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

BUDGET REVISION REQUEST - SOCIAL SERVICES CONTRACTS

Travis County Health and Human Services & Veterans Services Department

Agency Name: Austin ISD

Revision for: TRAVIS COUNTY Funding Only

Program Name: TCCAP - Afterschool

AGENCY: Refer to any applicable contract section(s) and / or attachment(s) when using this form

Revision Number: (No.)

Contract Term: Jan. 1, 2013 - Dec. 31, 2013

Effective Date for Revision: (date to be effective)

Notice: the line items in this form are NOT directly linked to the monthly "...Exp Rpt" forms - you must still input your revised budget line items (when approved) into the next applicable monthly "...Exp Rpt" form as usual

Line	Item	Approved Budget	Prior Approval Required ?	Adjustment Amt. (indicate + or -)	Revised Budget
PERSONNEL					
1	Administrative Salaries	3,808.00		33,583.00	37,389.00
2	Direct Service Salaries	157,198.00		(47,297.00)	109,901.00
3	Benefits	29,200.00		(7,338.00)	21,862.00
4	Benefits		YES		0.00
A	SUBTOTAL - PERSONNEL	190,204.00		(21,052.00)	169,152.00
OPERATING EXPENSES					
5	General Operating Expenses	1,000.00		10,690.00	11,690.00
6	Insurance/Bonding				0.00
7	pro-rata share only) PRIOR APPROVAL REQUIRED		YES		0.00
8	Consultants / Contractual	350,596.00		(235.00)	350,361.00
9	Staff Travel - within Travis County	500.00		(150.00)	350.00
10	Co.				0.00
11	Staff Travel - out of Travis Co.	1,250.00	YES		1,250.00
12	County	1,250.00	YES		1,250.00
13	Other (specify)		YES		0.00
14	Field Trips		YES	10,747.00	10,747.00
B	SUBTOTAL - OPER. EXPENSES	354,596.00		21,052.00	375,648.00
DIRECT ASSISTANCE					
15	Food / Beverage - for clients				0.00
16	Financial Assistance to Individuals (e.g., rent, mortgage, utilities)				0.00
17	0		YES		0.00
18	0		YES		0.00
C	SUBTOTAL: DIRECT ASSIST.	0.00		0.00	0.00
EQUIPMT./CAPITAL OUTLAY					
19	List items (specify equipmt/capit.)		YES		0.00
20	0		YES		0.00
D	SUBTOTAL - EQPMT./CAPITAL	0.00		0.00	0.00
21	TOTALS (A+B+C+D+E)	544,800.00		0.00	544,800.00

Preparer's Signature: Shelene Justice

Date: 10-11-13

Authorized Signature: Jana L. Williams

Date: 10-11-13

Travis Co. USE ONLY: Reviewed & approved by: <u>Kathleen Wood</u>	Date: <u>10/14/13</u>
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Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Martin Zamzow / 854-9386

Elected/Appointed Official/Dept. Head: Commissioner Gerald Daugherty

Commissioners Court Sponsor: Commissioner Gerald Daugherty

A handwritten signature in black ink, appearing to read "Gerald Daugherty", is written over the signature line.

AGENDA LANGUAGE: Consider and take appropriate action on reappointment of Ofelia Elizondo to Place 3 on the Strategic Housing Finance Corporation Board of Directors for a term to run from January 1, 2014 to December 31, 2019.

BACKGROUND/SUMMARY OF REQUEST: Ms. Elizondo's current term is ending after only 2 years as a result of the Commissioners Court adoption last year of the staggered Director term expiration schedule. She wishes to continue serving on the board.

STAFF RECOMMENDATIONS: Recommend reappointment for a full 6 year term ending December 31, 2019.

ISSUES AND OPPORTUNITIES: n/a

FISCAL IMPACT AND SOURCE OF FUNDING: n/a

ATTACHMENTS/EXHIBITS: Ms. Elizondo's request for reappointment; Craig Alter's recommendation memorandum.

REQUIRED AUTHORIZATIONS: n/a

Commissioner Gerald Daugherty

Travis County Commissioner

700 Lavaca

Austin, TX 78701

Commissioner Daugherty,

I would like to express my interest in continuing to serve on the board of the Strategic Housing Finance Corporation . You may recall that you initially appointed me to both the Travis County Housing Authority Board of Commissioners and to the Strategic Housing Finance Corporation Board of Directors.

I believe that we have had a very successful year in providing safe, clean and affordable housing for the residents of Travis County and the City of Austin. Serving on the board has been rewarding and is a responsibility to which I am committed. I strive to provide constructive input and leadership to the Executive Director and his staff. It has been a pleasure and a rewarding experience to serve my community in this capacity.

I would appreciate the opportunity to continue to serve and would accept appointment as a Director of the Strategic Housing Finance Corporation and or the Travis County Housing Authority board of commissioners.

I am asking for your endorsement and along with the approval of the Commissioners Court would like to continue to serve. If you have questions or would like to meet with me, please feel free to call or email me. My contact information is as follows:

Ofelia P. Elizondo

9501 Bungalow Lane

Austin, TX 78749

oelizondo22@gmail.com

512-799-8242

Sincerely,



Ofelia P. Elizondo



MEMORANDUM

TO: Sam Biscoe, Travis County Judge

FROM: Craig Alter, Executive Director, Housing Authority of Travis County

DATE: September 30, 2013

RE: Expiring Terms on Housing Authority of Travis County Board of Commissioners and Strategic Housing Finance Corporation Board of Directors

CHAIRMAN OF THE BOARD

MELVIN WRENN

VICE CHAIR

PHILLIP BARNES

COMMISSIONER

SARAH ANDERSON

COMMISSIONER

WILLIE ANDERSON

COMMISSIONER

RICHARD MOYA

EXECUTIVE DIRECTOR

CRAIG ALTER

Phil Barnes and Sarah Anderson have had instrumental influence in formulating the Housing Authority HUD recovery response, overseeing the Authority regaining financial stability, participating in business proceedings, presenting alternative business strategies that became embraced by the Board, and comprising the Housing Authority Finance Committee. Phil Barnes began his second one year term as Vice Chairman of the Housing Authority on August 23, 2013. Sarah Anderson is also a member of the Strategic Housing Finance Corporation Board of Directors and began her second term as President on August 24, 2013.

Willie Anderson, the resident representative, regularly attends the Housing Authority Board meetings and has undergone extensive Commissioner training offered at state and national public housing authority conferences. She was recently invited to participate on the National Association of Housing and Redevelopment Officials (NAHRO) Commissioners Committee. She has delivered a strong resident perspective to the Board and maintains a high interest in resident education and service program development.

Ofelia Elizondo actively and consistently participates on the Strategic Housing Board and has provided leadership and insight in affordable housing development and operations. Her engagement focuses on equitable development partnership structure, risk assessment, financial management, property management effective practices, and resident services. Ms. Elizondo's current term is terminating almost four years before her six year appointment expiration as a result of the Travis County Commissioners Court adoption of the staggered Director term expiration schedule last year.

Each of the Board members referenced above merit consideration to continue in their current roles. Sarah Anderson's continued tenure on the Housing Authority Board is in its best interest given her role as President on Strategic Housing Financing Corporation.



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION WITH TRAVIS COUNTY AND 13 PARTICIPATING ENTITIES:

City of Austin

City of Bee Cave

City of Jonestown

City of Leander

City of Rollingwood

City of Round Rock

City of Sunset Valley

Village of Point Venture

Village of The Hills

Village of Volente

Marble Falls Independent School District

Pilot Knob Municipal Utility District #4 (establishing election)

Travis County Emergency Services District #4

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

Joint election agreement

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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.

JOINT ELECTION AGREEMENT FOR NOVEMBER 5, 2013 ELECTIONS

Travis County (the "County") will be conducting general and special election for the Participating Entities listed in Exhibit A, which is attached to and incorporated into this agreement, on May 11, 2013. The Participating Entities require elections to be held on November 5, 2013 in those portions of Travis County as shown on the maps and metes and bounds descriptions in Exhibit B, also attached to and incorporated into this agreement.

Under Section 271.002, Texas Election Code, Texas's political subdivisions are authorized to hold elections jointly in voting precincts that common polling places can serve, if two or more political subdivisions' authorities order elections to be held on the same day in all or part of the same territory. And Texas Government Code Chapter 791 authorizes local governments to contract with one another and with state agencies for various governmental functions, including those in which the contracting parties are mutually interested.

It would benefit the County, the Participating Entities, and their respective citizens and voters to hold the elections jointly in the election precincts that common polling places can serve. Thus, the County and the Participating Entities enter into this joint election agreement.

I. Scope of Joint Election Agreement

This agreement covers conducting the November 5, 2013 Joint General and Special Elections for the parties to this agreement to be held on November 5, 2013. The County and the Entities will hold these elections on November 5, 2013 ("Election Day") jointly for the voters in those portions of Travis County identified on the maps and descriptions in Exhibit B.

II. Election Officer

The Participating Entities hereby appoint the Travis County Clerk, the election officer for Travis County, as the election officer to perform or supervise the County's duties and responsibilities involved in conducting the joint election covered by this agreement.

III. Early Voting

Each of the Participating Entities agrees to conduct its early voting jointly. Each of the Participating Entities appoints the Travis County Clerk, the early voting clerk for Travis County, as the early voting clerk for the joint election. Early voting for the Participating Entities will be conducted at the dates, times, and locations to be mutually agreed upon by the election officer and authorized and ordered by the governing body of each Participating Entity.

A. County Responsibilities

1. The County will provide to the governing body of each Participating Entity a list of places, times, and dates of early voting suitable for consideration and adoption by the governing body, under Texas Election Code chapter 85.

2. The Travis County Clerk, as the early voting clerk, will be responsible for conducting early voting by mail and by personal appearance for all Travis County voters voting in the joint election. The Travis County Clerk will receive from each Participating Entity's regular early voting clerk applications for early voting ballots to be voted by mail, under Texas Election Code Title 7. The Travis County Clerk will send early voting ballots by mail and receive early voting ballots for early voting by mail. And the Travis County Clerk may appoint such deputy early voting clerks as necessary to assist the Travis County Clerk with voting to take place at the early voting locations.

3. The County will determine the number of election workers to hire to conduct early voting in the joint election. The Travis County Clerk will arrange or contract for training for all election workers and will assign all election workers employed for early voting in the joint election. The training of these election workers is mandatory; these individuals will be compensated for their time in training. The County will provide a training facility for election schools to train election workers employed in conducting early voting, including the mobile early voting program, early voting by personal appearance at main and temporary branch early voting polling places, early voting by mail, and other aspects of the early voting program for the joint election. The County will name early voting deputies and clerks employed to conduct early voting.

4. The County will provide and deliver all supplies and equipment necessary to conduct early voting for the joint election, including ballots, election forms, any necessary ramps, utility hook-ups, signs, registration lists and ballot boxes, to early voting polling places. The County will designate and confirm all early voting polling place locations.

5. The County will be responsible for preparing and transporting the electronic voting equipment necessary to conduct early voting. The County will perform all tests of voting equipment as required, including posting notice of equipment testing.

6. Under Election Code sections 66.058 and 271.010, the Participating Entities appoint the Travis County Clerk as the joint custodian of records for the sole purpose of preserving all voted ballots securely in a locked room in the locked ballot boxes for the preservation period that the Election Code requires.

7. The County will receive ballot language in both English and Spanish from each Participating Entity and format the ballots as needed to include these languages. The County will provide each Participating Entity with a final proof of ballot language for approval before printing the ballots. Upon final proof approval, ballots will be printed in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the ballot mail outs for the Early Voting by Mail Program.

8. A single joint voter sign-in process consisting of a common list of registered voters, and common signature rosters will be used for early voting. A single, combined ballot and single ballot box will be used. The County will use an electronic voting system, as defined and described in Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

9. The County will be responsible for conducting the Early Voting Ballot Board. The County will designate a person to serve as the presiding judge for the Early Voting Ballot Board and will provide that information to the governing body of each Participating Entity for entry of an order by that authority appointing this official. The presiding judge for the Early Voting Ballot Board is eligible to serve in this capacity. The presiding judge for the Early Voting Ballot Board will appoint two or more election clerks, and the judge and clerks will compose the Early Voting Ballot Board and will count and return early voting ballots, and perform other duties the Election Code requires of it.

B. Participating Entities' Responsibilities

1. Each Participating Entity will appoint a qualified person to serve as the regular early voting clerk for the Participating Entity. The regular early voting clerk for each respective Participating Entity will receive requests for applications for early voting ballots to be voted by mail and will forward in a timely manner, as prescribed by law, any and all applications for early voting ballots to be voted by mail, received in the Entity's office, to the Travis County Clerk.

2. Each Participating Entity will appoint a qualified person to act as custodian of records for the Participating Entity to perform the duties imposed by the Election Code on the custodian of records for its respective entity.

3. Each Participating Entity will provide ballot language for the respective portion of the official ballot to the County in both English and Spanish. The Entity must make any additions, modifications, deletions, or other changes to such ballot contents or language before the Entity's final proof approval. The County will provide the Participating Entity with a final proof of ballot language, as it is to appear on the ballot, for final proof approval. Upon final proof approval, the ballot will be programmed for the voting equipment in an expedited timeframe so as to allow ballot allocations for the Early Voting by Personal Appearance Program, and the printed ballot mail outs for the Early Voting by Mail Program.

IV. Election Day

A. County Responsibilities

1. The County will designate and confirm all Election Day polling place locations for the joint election, and will forward such information to the Participating Entities in a timely fashion to allow the governing body of the respective Participating Entities to enter orders designating such polling places and for the Entities to submit to the U.S. Department of Justice for review before Election Day.

2. The County will designate the presiding election judge and the alternate presiding election judge to administer the election in the precinct in which a common polling place is to be used and will forward such information to the Participating Entities to allow the governing bodies of the respective Participating Entities to enter appropriate orders designating such officials before the election. The presiding election judge and alternate presiding election judge must be qualified voters of the Travis County election precinct in which the joint election is held.

The presiding election judge for the precinct in which a common polling place is used may appoint election clerks as necessary to assist the judge in conducting the election at the precinct polling place. The alternate presiding election judge may be appointed as a clerk. The alternate presiding election judge may serve as the presiding election judge for the precinct in the presiding election judge's absence. Election judges and clerks will be compensated at the rate established by the County. The Texas Election Code and other applicable laws will determine compensable hours.

3. One set of election officials will preside over the election in the precinct using a common polling place. There will be a single joint voter sign-in process consisting of a common list of registered voters and common signature rosters in the precinct using a common polling place. A single, combined ballot and single ballot box will be used. The officer designated by law to be the custodian of the voted ballots for the County will be custodian of all materials used in common in the precinct using a common polling place. The County will use an electronic voting system, as defined and described by Texas Election Code Title 8, and agrees to use ballots that are compatible with such equipment.

4. The County will arrange for training and will provide the instructors, manuals and other training materials deemed necessary for training all judges and clerks. Training for election judges and alternate judges is mandatory, and these individuals will be compensated for their time in training.

5. The County will arrange for election-day voter registration precinct lists for the joint election. The County will determine the amount of election supplies needed for Election Day voting.

6. The County, by and through the County Clerk's Elections Division, and Administrative Operations, will be responsible for preparing and transporting voting equipment and election-day supplies for use on Election Day.

7. The County, by and through the County Voter Registrar, will provide the list of registered voters as needed in the overlapping jurisdictions identified in the attached exhibits, with designation of registered voters in each Participating Entity, for use at the joint election day polling place on Election Day.

8. The common polling place is designated as the polling place that the County uses. At the common polling place, a single ballot box will be used for depositing all ballots cast in the joint election. At this polling place, one voter registration list and one combination poll list and signature roster form will be kept for the joint election. The final returns for each Participating Entity and the County will be canvassed separately by each respective Participating Entity. The Travis County Clerk will maintain a return center on Election Day for the purpose of receiving returns from the County. The Travis County Clerk will provide unofficial election results to the qualified individual appointed by each Participating Entity.

9. On Election Day, the Travis County Clerk or the clerk's Elections Division will field all questions from election judges.

10. The County will make available translators capable of speaking English and Spanish to assist Spanish-speaking voters in understanding and participating in the election process in the territory covered by this agreement.

B. Participating Entities' Responsibilities

1. Before Election Day, each Participating Entity will answer questions from the public with respect to the Participating Entity's election during regular office hours of 8:00 a.m. – 5:00 p.m.

2. The custodian of records for each Participating Entity will receive returns from the Travis County Clerk on Election Day.

V. Election Night

A. County Responsibilities

1. The County will be responsible for all activities on election night, including setting up a central counting station, coordinating and supervising the results tabulation, coordinating and supervising the physical layout of the support stations that are the joint election's receiving substations, and coordinating and managing election media coverage.

2. The County is responsible for transporting voted ballot boxes to the central counting station.

3. The County will appoint the presiding judge and alternate presiding judge of the central counting station to maintain order at the central counting station, to administer oaths as necessary, to receive sealed ballot boxes, and to perform such other duties that the Texas Election Code requires, and will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election. The presiding judge of the central counting station may appoint clerks to serve at the central counting station. In addition, the County will appoint a tabulation supervisor to be in charge of operating the automatic tabulating equipment at the central counting station; an individual to serve as central counting station manager; and an assistant counting station manager to be in charge of administering the central counting station and generally supervising the personnel working at the central counting station. The County will forward such information to each Participating Entity in a timely fashion to allow the governing body of each Participating Entity to enter appropriate orders designating such election officials before the election.

4. The County will provide the Participating Entities with reasonable space in a public area adjacent to the central counting station at which each Participating Entity may have representatives or other interested persons present during the counting process.

B. Participating Entities' Responsibilities

1. Other than receiving returns from the Travis County Clerk, the Participating Entities have no role or responsibility on the night of the election.

VI. County Resources

A. The County will provide the Elections Division permanent staff and offices to administer the joint election, under the Travis County Clerk's direction.

B. For early voting, the County will provide a locked and secure area in which voted ballot boxes will be stored until the Early Voting Ballot Board convenes. The County, by and through Administrative Operations, will be responsible for transporting the ballot boxes to the central counting station for the Early Voting Ballot Board.

C. The County will be responsible for providing and maintaining voting equipment and testing any voting equipment as required by the Texas Election Code.

D. The County will process the payroll for all temporary staff hired to conduct the joint election. The payroll processing includes statutory reporting and providing W-2 forms where applicable.

E. The County will conduct early voting as indicated in this agreement.

VII. Joint Election Costs; Payment

A. Transmitted with this agreement is a check payable to Travis County from each Participating Entity, in the amount equal to the deposit identified for each Entity in the Cost Estimate attached as Exhibit C, which is also incorporated into this agreement. This deposit represents approximately 75% of the costs of each Participating Entity's share of the estimated election costs. The County will submit an invoice to each Participating Entity for the balance of the Participating Entity's actual joint election expenses upon the election's completion. Joint-election expenses include expenses for facilities, personnel, supplies, and training that the County actually incurs for establishing and operating all early voting and election-day activities at the polling place in the joint election territory as well as activities related to tabulating votes, all as reflected on the Cost Estimate. Each Participating Entity will pay the total amount of its invoice within thirty (30) days of receiving it.

B. In the event of a recount, the expense of the recount will be borne by the Participating Entity involved in the recount on a pro-rata basis.

C. In the event a Participating Entity cancels its respective election because of unopposed candidates under Texas Election Code Title I, subchapter C, the Participating Entity will be responsible for its respective share of election expenses incurred through the date that the election is canceled as allocated to the cancelling entity based on the formula in the Cost

Estimate, adjusted for the actual expenses incurred by the County through the date of the cancellation. When the Participating Entity cancels its election, the County will recalculate the allocation percentages among the remaining Entities according to the formula used in the Cost Estimate.

D. In the event there are any expenses associated with processing a ballot arising from a write-in candidate, the Participating Entity that received the declaration will bear the expenses.

E. A Participating Entity that establishes an early voting polling place, other than one that was mutually agreed upon by all Participating Entities, will bear the expense of doing so. The Cost Estimate for each individual Participating Entity will include additional polling locations for each Participating Entity, as set forth in Exhibit C.

VIII. General Provisions

A. Legal Notices

Each of the Participating Entities will be individually responsible for preparing the election orders, resolutions, notices, and other pertinent documents for adoption or execution by its own respective governing board and for all related expenses. ***Each of the Participating Entities will be individually responsible for obtaining appropriate preclearance, if necessary, from the United States Department of Justice.*** The Travis County Clerk will provide each Participating Entity information on changes affecting the Participating Entity's election, such as polling place changes and changes in voting equipment, when such changes are confirmed, verified, or otherwise become known to the clerk's office. Each of the Participating Entities will be individually responsible for posting or publishing election notices and for all related expenses. Each of the Participating Entities further will be individually responsible for election expenses incurred in relation to any polling place that is not a common polling place as designated in this agreement.

B. Communication

Throughout this agreement's term, the Travis County Clerk or the clerk's employee will meet as necessary with the designated representative of each Participating Entity to discuss and resolve any problems that might arise regarding the joint election.

C. Custodian

The Travis County Clerk will serve as the custodian of the keys to the ballot boxes for voted ballots in the joint election.

D. Effective Date

This agreement takes effect upon its complete execution by all Participating Entities and the County. The obligation of each Participating Entity to the County under this agreement will not end until the entity pays the County its share of the joint election costs.

IX. Miscellaneous Provisions

A. Amendment/Modification of Exhibits A, B, and C

1. The Participating Entities acknowledge and agree that Exhibits A, B, and C may be amended to add or remove entities wishing to participate or cease participating in the agreement. The Participating Entities agree to future amendments of Exhibits A, B, and C and authorize the County to enter into such amendments without the Entities' having to sign the future amendments. The County agrees to notify all Participating Entities of any amendments to Exhibits A, B, and C.

2. Except as otherwise provided, this Agreement may not be amended in any respect whatsoever except by a further agreement in writing, duly executed by the parties to this agreement. No official, representative, agent, or employee of the County has any authority to modify this Agreement except by express authorization from the Travis County Commissioners Court. No official, representative, agent, or employee of any Participating Entity has any authority to modify this agreement except by express authorization from the governing body of the respective Participating Entity. The Travis County Clerk may propose necessary amendments to this agreement in writing in order to conduct the joint election smoothly and efficiently. The Travis County Commissioners Court and the governing body of the respective Participating Entity, however, must approve any proposal.

B. Notice

Any notice to be given in this agreement, by any party to the other, must be in writing and delivered personally or by certified mail, return receipt requested, to the proper party at the addresses listed in Exhibit A.

Each party may change the address for notice to it by giving notice of the change under this section's terms.

C. Force Majeure

In the event that the County cannot perform any of its obligations in this agreement or is interrupted or delayed by any occurrence not occasioned by its own conduct, whether it be an act of God, the result of war, riot, civil commotion, sovereign conduct, or like reason, then the County will be excused from performing for such period of time as is reasonably necessary after such occurrence to remedy its effects.

D. Venue and Choice of Law

The Participating Entities agree that venue for any dispute arising under this agreement will lie in the appropriate courts of Austin, Travis County, Texas. This agreement is governed by and construed under the laws of Texas and the United States of America.

E. Entire Agreement

This agreement contains the parties' entire agreement relating to the rights granted and the obligations assumed in it, and it supersedes all prior agreements, including prior election services contracts relating to each Participating Entity's November 5, 2013 election. Any prior agreements, promises, negotiations, or representations not expressly contained in this agreement are of no force or effect. Any oral representations or modifications concerning this agreement have no force or effect, except a subsequent amendment in writing as this agreement provides.

F. Severability

If any provision of this agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability will not affect the agreement's remaining provisions; and its parties will perform their obligations under the agreement's surviving terms and provisions.

G. Breach

In the event that any Participating Entity or the County breaches any of its obligations under this agreement, the non-breaching party will be entitled to pursue any and all rights and remedies allowed by law.

H. Payments from Current Revenues

Payments made by the Participating Entities in meeting their obligations under this agreement will be made from current revenue funds available to the governing body of the respective Participating Entity. Payments made by the County in meeting its obligations under this agreement will be made from current revenue funds available to the County.

I. Other Instruments

The Participating Entities agree that they will execute other and further instruments or any documents as may become necessary or convenient to effectuate and carry out this agreement's purposes.

J. Third Party Beneficiaries

Except as otherwise provided in this agreement, nothing in this agreement, expressed or implied, is intended to confer upon any person, other than the parties to it, any of its benefits, rights or remedies.

K. Other Joint Election Agreements

The County and the Participating Entities expressly understand and acknowledge that each may enter into other joint election agreements with other political subdivisions, to be held on Election

Day and at common polling places covered by this agreement, and that the addition of other political subdivisions as parties to this agreement will require amending Exhibits A, B, and C.

L. Mediation

When mediation is acceptable to both parties in resolving a dispute arising under this agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Texas Civil Practice and Remedies Code section 154.023. Unless both parties are satisfied with the mediation's result, the mediation will not constitute a final and binding resolution to the dispute. All communications within the scope of the mediation will remain confidential as described in section 154.023, unless both parties agree, in writing, to waive the confidentiality. Despite this, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.

M. Counterparts

This Agreement may be executed in multiple counterparts, all of which will be deemed originals and with the same effect as if all parties to it had signed the same document. All of such counterparts will be construed together and will constitute one and the same agreement.

The parties to this agreement have executed it in multiple copies, each of equal dignity, on this ____ day of _____, 2013.

TRAVIS COUNTY

BY: _____
Samuel T. Biscoe
County Judge

BY: _____
Dana DeBeauvoir
County Clerk

PARTICIPATING ENTITIES

Name of Participating Entity City of Austin
Address P.O. Box 1088
Austin, TX 78767
Name of Authorized Signatory Jannette S. Goodlaw
Signature Jannette S. Goodlaw
Date signed 10-16-13

PARTICIPATING ENTITIES

Name of Participating Entity City of Jonestown, Texas

Address 18649 FM 1431, Suite 4A

Jonestown, TX 78645

Name of Authorized Signatory Deane Armstrong, Mayor

Signature

A handwritten signature in cursive script that reads "Deane Armstrong". The signature is written in black ink and is positioned above a horizontal line.

Date signed

10-23-2013

PARTICIPATING ENTITIES

Name of Participating Entity City of Leander
Address 300 W. Willis
Leander, Tx. 78641
Name of Authorized Signatory Christopher Fielder, Mayor
Signature 
Date signed 10/23/13

PARTICIPATING ENTITIES

Name of Participating Entity City of Rollingwood
Address 403 Nixon Drive
Rollingwood, TX 78746
Name of Authorized Signatory Charles R. Winfield
Signature Charles R. Winfield
Date signed October 9, 2013

PARTICIPATING ENTITIES

Name of Participating Entity City of SUNSET VALLEY
Address 3205 JONES Rd.
SUNSET VALLEY, TX 78745
Name of Authorized Signatory Rose Cardona
Signature Rose A Cardona
Date signed 10.17.13

PARTICIPATING ENTITIES

Name of Participating Entity The Village of Point Venture
Address 18606 Venture
Point Venture, TX. 78645
Name of Authorized Signatory Chance Chatham
Signature Chance Chatham
Date signed 10-14-12

PARTICIPATING ENTITIES

Name of Participating Entity Village of Volente
Address 15403 Genawine Way
Volente, TX 78641
Name of Authorized Signatory Frederick Graber
Signature 
Date signed 10.14.2013

PARTICIPATING ENTITIES

Name of Participating Entity MARBLE FALLS ISD
Address 1800 COLT CIRCLE
MARBLE FALLS, TX 78654
Name of Authorized Signatory ALLEN ROBERTS
Signature Allen Roberts
Date signed 10/9/13

PARTICIPATING ENTITIES

Name of Participating Entity Pilot Knob Municipal Utility District No. 4

Address 100 Congress Avenue, Suite 1300

Austin, Texas 78701

Name of Authorized Signatory Stayton Wright, President, Board of Directors

Signature



Date signed

October 9, 2013

PARTICIPATING ENTITIES

Name of Participating Entity Travis County Emergency Services District #4

Address 11800 N. Lamar Blvd. Ste. 4B

Austin, TX. 78753

Name of Authorized Signatory Frank Fuentes, Board President

Signature



Date signed

10-10-2013

EXHIBIT A

NOVEMBER 5, 2013 PARTICIPATING ENTITIES

Municipalities

City of Austin

City of Bee Cave

City of Jonestown

City of Leander

City of Rollingwood

City of Round Rock

City of Sunset Valley

Village of Point Venture

Village of The Hills

Village of Volente

School Districts

Marble Falls ISD

Municipal Utility Districts

Pilot Knob MUD #4 (establishing election)

Emergency Services Districts

Travis Co ESD #4

EXHIBIT B
MAPS AND DESCRIPTIONS



Travis County The Office
of Information
Division

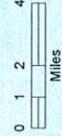
10/24/2013



Print Date: 9/16/2013

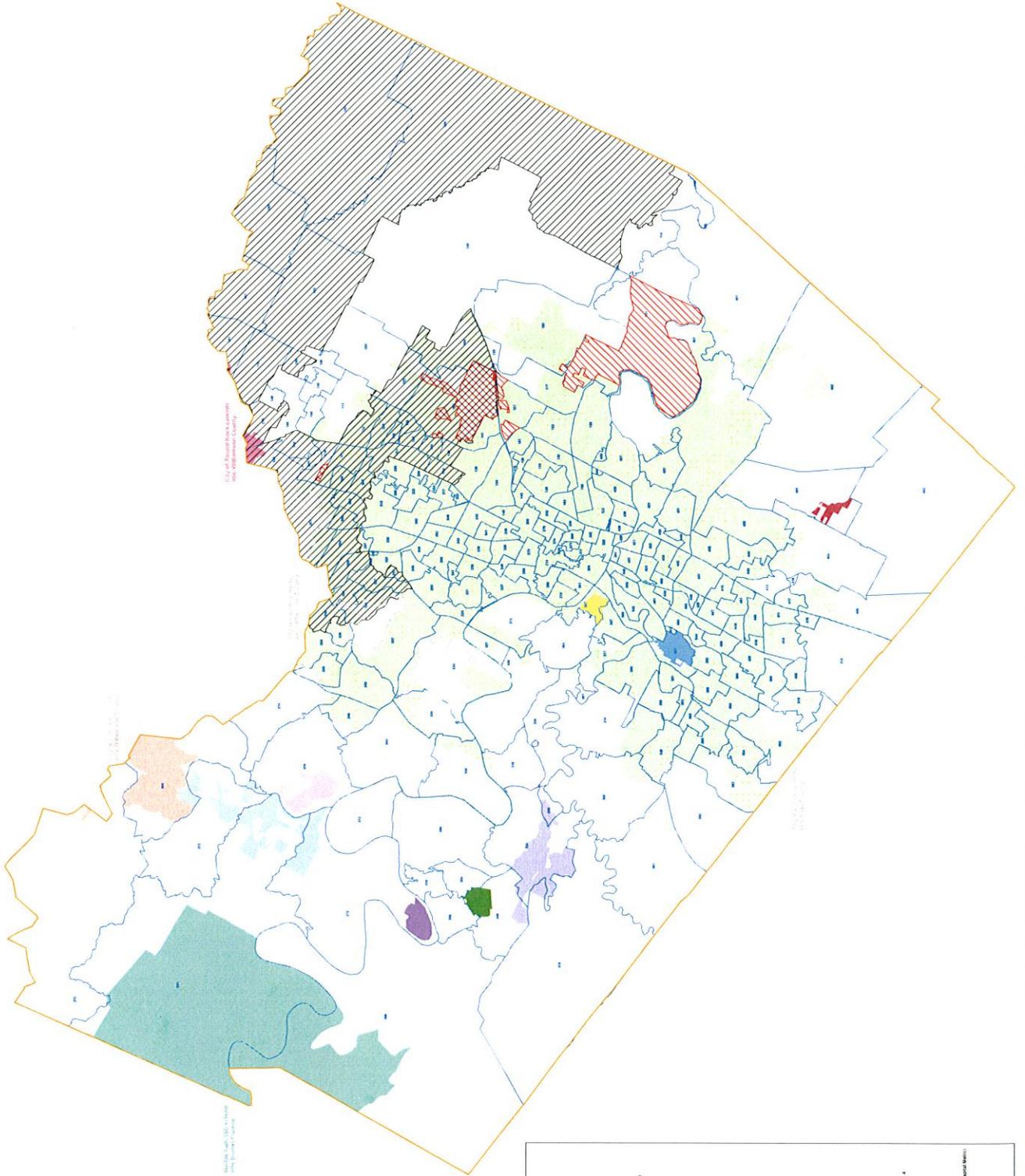


TRAVIS COUNTY
PRECINCTS
2012/2013



This map was created by the Travis County Office of Information Division. It is for informational purposes only. It is not intended to be used for any other purpose. No warranty is made by the Office of Information Division for the accuracy or completeness of the information presented on this map. The Office of Information Division is not responsible for any errors or omissions on this map. Thank you for your interest.

Jurisdictions For November 2013 Elections In Travis County



BOUNDARIES

- City Limits
- County Line

CITIES

- Bluebonnet
- Georgetown
- Leander
- Jonestown
- Midland
- Round Rock
- Spicewood
- Walden
- Woodsboro
- Yatesville

IND

- ISD
- MUD
- EDD

LEGISLATIVE

- House District 10

EXHIBIT C
COST ESTIMATE

Exhibit C

	Number of Voters	Estimated Costs \$ 1,000,000.00	W/ Admin Fee	Amount Due For Electric Estimated at 75%	Admin	Estimated Cost of Election
			10.00%			0.1
Travis County VOTERS	614,282	573,095.36		573,095.36		
JONESTOWN	1,443	1,346.25	134.62	1,480.87	1,009.69	100.97
ROLLINGWOOD	1,169	1,090.62	109.06	1,199.68	817.97	81.80
SUNSET VALLEY	483	450.62	45.06	495.68	337.96	33.80
THE HILLS	1,998	1,864.04	186.40	2,050.44	1,398.03	139.80
AUSTIN FULL PURPOSE	441,375	411,781.50	41,178.15	452,959.65	308,836.12	30,883.61
LEANDER	1,128	1,052.37	105.24	1,157.61	789.28	78.93
POINT VENTURE	651	607.35	60.74	668.09	455.51	45.55
BEE CAVE	3,283	3,062.88	306.29	3,369.17	2,297.16	229.72
ROUND ROCK	536	500.06	50.01	550.07	375.05	37.51
VOLENTE	463	431.96	43.20	475.16	323.97	32.40
EMER SVC DIST 4	4,119	3,842.83	384.28	4,227.11	2,882.12	288.21
Pilot Knob MIUD 4	2	1.87	0.19	2.06	1.40	0.14
MARBLE FALLS ISD	935	872.31	87.23	959.54	654.23	65.42
	1,071,867	1,000,000.00	42,690.47	1,042,690.47	320,178.49	32,017.86
		426,904.64	469,595.11		Entity Estimated Billing	
						352,194.81
						352,194.81

No bill,
establish entity
- absorb by
Travis County



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 29, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPOINTMENT OF PRESIDING JUDGE, ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER AND TABULATION SUPERVISOR OF THE CENTRAL COUNTING STATION, AND THE PRESIDING JUDGE AND ALTERNATE PRESIDING JUDGE, AND MEMBERS OF THE EARLY VOTING BALLOT BOARD FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:
EXHIBIT A- LIST OF CENTRAL COUNTING STATION PERSONNEL, PRESIDING JUDGE AND ALTERNATE PRESIDING JUDGE AND MEMBERS OF THE EARLY VOTING BALLOT BOARD TO BE CONSIDERED FOR APPOINTMENT BY THE TRAVIS COUNTY COMMISSIONERS COURT FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

**ORDER APPOINTING THE PRESIDING JUDGE,
ALTERNATE PRESIDING JUDGE, MANAGER, ASSISTANT MANAGER, AND
TABULATION SUPERVISOR OF THE CENTRAL COUNTING STATION,
AND THE PRESIDING JUDGE, ALTERNATE PRESIDING
JUDGE, AND MEMBERS OF THE EARLY VOTING BALLOT BOARD
FOR THE NOVEMBER 5, 2013 JOINT ELECTIONS FOR THE TEXAS
CONSTITUTIONAL AMENDMENTS, VACANCY FOR THE TEXAS HOUSE DISTRICT
NO. 50 AND VARIOUS LOCAL ENTITY ELECTIONS**

Under Election Code section 127.001, the Travis County Commissioners Court has established a central counting station for Travis County. Under the same code's section 127.005, the Travis County Commissioners Court shall appoint a presiding judge and alternate presiding judge of the central counting station. And under section 127.002, the court shall appoint the manager of the central counting station; and under section 127.003 the court shall appoint a tabulation supervisor of the central counting station. Last, Election Code section 87.002(b) requires the court to appoint a presiding judge of the Early Voting Ballot Board in the same manner as a presiding election judge is appointed under the code's section 32.002.

NOW, THEREFORE, the Travis County Commissioners Court hereby appoints as presiding judge, alternate presiding judge, manager, assistant manager, and tabulation supervisor of the central counting station, and as presiding judges of the receiving substations, and as presiding judge, alternate presiding judge, and members of the Early Voting Ballot Board, those named individuals so designated in Exhibit A, which is attached and incorporated into this order.

The presiding judge, alternate presiding judge, manager, assistant manager, and tabulation supervisor of the central counting station, the presiding judges of the receiving substations, and the presiding judge, the alternate presiding judge, and the members of the Early Voting Ballot Board will serve in the November 5, 2013 joint elections that the county is conducting.

The alternate presiding judge of the central counting station will serve as presiding judge of the central counting station if the presiding judge appointed here cannot serve in the election. In the alternative, the alternate presiding judge of the central counting station may serve in another position established under Election Code Chapter 127, subchapter A.

BE IT SO ORDERED on this, the ____ day of _____, 2013.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct 1

Honorable Bruce Todd
Commissioner, Precinct 2

Honorable Gerald Daugherty
Commissioner, Precinct 3

Honorable Margaret Gómez
Commissioner, Precinct 4

EXHIBIT A

Central Counting Station Personnel

Presiding Judge	Jimmie Lou Ford
Alternate Presiding Judge	Bruce Leach
Manager	Michael Winn
Assistant Manager	Michelle Parker
Tabulation Supervisor	Bob Trautman

Early Voting Ballot Board

Presiding Judge	Jimmie Lou Ford
Alternate Presiding Judge	Bruce Leach

Members:	Ramona Koehl	Republican
	Lieb Koehl	Republican
	Carolyn Isbell	Republican
	Lauren Isbell	Republican
	Verona Thornton	Republican
	Jayantkumar Sheth	Republican
	Alice Sheth	Republican
	Wanda O'Leary	Republican
	Patricia Dollar	Republican
	Carla Birk	Republican
	Genie Sorensen	Republican
	Dale Albright	Democrat
	Ronald Ellis	Democrat
	Margaret Ellis	Democrat
	Colleen Kain	Democrat
	Viola Lee	Democrat
Deborah Johnson	Democrat	
Monica Brieger	Democrat	
May Schmidt	Democrat	
Donna Beth McCormick	Democrat	
Rachel Lindsay	Democrat	



Travis County Commissioners Court Agenda Request

Meeting Date: Tuesday, October 29, 2013

Prepared By/Phone Number: Michael Winn, 854-4728

Elected/Appointed Official/Dept. Head: Dana DeBeauvoir, County Clerk

Commissioners Court Sponsor: Judge Biscoe

AGENDA LANGUAGE: CONSIDER AND TAKE APPROPRIATE ACTION REGARDING THE APPOINTMENT OF PRESIDING JUDGE, ALTERNATE PRESIDING JUDGES TO FILL VACANCIES FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: ORDER APPOINTING PRESIDING JUDGES AND ALTERNATE PRESIDING JUDGES TO FILL VACANCIES FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION.

EXHIBIT A- LIST OF REGISTERED TRAVIS COUNTY VOTERS TO BE CONSIDERED FOR APPROVAL BY THE TRAVIS COUNTY COMMISSIONERS COURT TO FILL VACANCIES OF PRESIDING JUDGES AND ALTERNATE PRESIDING JUDGES FOR THE NOVEMBER 5, 2013 JOINT GENERAL AND SPECIAL ELECTION.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:

Susan Bell, Chief Deputy Clerk, 854-9587

Michael Winn, Director of Elections, 854-4728/632-5927

Michelle Parker, Assistant Director of Elections, 854-9193/914-6575

Related Departments Elizabeth Winn, County Attorney's Office 854-9415

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

**Order to Appoint Presiding and Alternate Election
Judges to Fill Vacancies in Travis County Election
Precincts for the November 5, 2013 Joint Elections for
the Texas Constitutional Amendments, Vacancy for the
Texas House District No. 50 and Various
Local Entity Elections**

On November 5, 2013, Travis County will conduct its biennial Constitutional Amendment Election and in part of Travis County, the Texas House District 50, to fill the vacancy left by the Honorable Mark Strama, to be held jointly with various local entities located within Travis County. The Joint Election Agreement between the county and the participating entities authorizes Travis County to appoint presiding and alternate election judges to serve in the involved election precincts. Under Election Code section 32.002, the county appointed election judges to serve a two-year term in all its precincts on July 31, 2012. These appointments will end on August 1, 2014. In the meantime, there are vacancies in certain precincts.

Under Election Code section 32.002(e), the commissioners court shall fill a vacancy in the position of presiding judge or alternate presiding judge for the remainder of the position's unexpired term. This same section requires the court to fill the vacancies from a list of names of persons eligible to be an appointee that the county clerk will provide, if names have not been submitted by the chair of the same political party with which the original judge was affiliated or aligned. Attached and incorporated into this order as Exhibit A is the Clerk's list of names.

NOW, THEREFORE, the Travis County Commissioners Court appoints the people listed in Exhibit A to serve as presiding and alternate election judges for the remainder of the unexpired term in the precincts with vacancies.

BE IT SO ORDERED on this, the __ day of _____, 2013.

Honorable Samuel T. Biscoe
Travis County Judge

Honorable Ron Davis
Commissioner, Precinct One

Honorable Bruce Todd
Commissioner, Precinct Two

Honorable Gerald Daugherty
Commissioner, Precinct Three

Honorable Margaret Gomez
Commissioner, Precinct Four

EXHIBIT A

PCT	PCT Combos	Position	Name
101	114:115:116:119:138	JUDGE	Christel Brown
101	114:115:116:119:138	ALT JUDGE	Joyce Porter
102	-	JUDGE	Eloise Hicks
102	-	ALT JUDGE	Frances Castilleja
103	108	JUDGE	LeaVern Johnson
103	108	ALT JUDGE	Michael Morris
104	-	JUDGE	Neomi Delgado
104	-	ALT JUDGE	Armando Delgado
105	-	ALT JUDGE	Michael Hokett
106	-	ALT JUDGE	Donald Cannon
107	-	ALT JUDGE	Ana Lerma
110	161	ALT JUDGE	Kristin Monroe
121	128:131:134	ALT JUDGE	Robbie Patterson
135	-	JUDGE	Andrew Clements
135	-	ALT JUDGE	Katherine Sokolic
136	-	JUDGE	Gil Ortiz
136	-	ALT JUDGE	Rhonda Douglas
137	163	JUDGE	Susan Sparks
137	163	ALT JUDGE	Emmy McDaniel
139	140:141	JUDGE	Shirley Scott
139	140:141	ALT JUDGE	Cable Olson
142	-	JUDGE	Justin Vargas
146	-	ALT JUDGE	Margo George
148	145	JUDGE	Barbara McCracken
148	145	ALT JUDGE	Sheila McCracken
149	-	ALT JUDGE	Carole Bearden
153	-	ALT JUDGE	Peggy Horton
154	125:127	ALT JUDGE	Heather Yarmy
156	-	JUDGE	Mary Guerrero
156	-	ALT JUDGE	Mary Davila
164	-	ALT JUDGE	Petra Montez
200	-	ALT JUDGE	Valerie Robateau
202	-	JUDGE	Janice Friesen
203	-	JUDGE	Connie Brown
203	-	ALT JUDGE	Sylvia Ward
205	-	ALT JUDGE	Gloria Alva
207	-	ALT JUDGE	Dawn Mulkay
210	251	ALT JUDGE	Mary A. Guerrero
211	-	ALT JUDGE	Melanie Fetty
214	-	ALT JUDGE	Patricia Hunt
215	-	JUDGE	Adelina Gonzalez
216	-	ALT JUDGE	Gwendolyn Rodgers

EXHIBIT A

PCT	PCT Combos	Position	Name
217	223:224	ALT JUDGE	Rhesa Cook
218	-	ALT JUDGE	Laura Nieto
219	-	JUDGE	Earl Wellborn
219	-	ALT JUDGE	La Vanna Wellborn
227	226	ALT JUDGE	Lynn Beaver
229	-	JUDGE	Richard Jacobsen
229	-	ALT JUDGE	Evelyn Atkins
231	213:220	ALT JUDGE	Betty Blomquist
232	-	ALT JUDGE	Norma Bishop
233	-	ALT JUDGE	Gary Crowder
236	-	ALT JUDGE	Robert Green
241	-	JUDGE	George Legate
243	-	JUDGE	Carroll Price
243	-	ALT JUDGE	Janice Roling
244	-	JUDGE	Betty Thompson
244	-	ALT JUDGE	Arleen Nicastro
245	-	JUDGE	Ann Labuda
245	-	ALT JUDGE	Robert Ziemann
248	-	JUDGE	Mary Davis
248	-	ALT JUDGE	H Latour
249	262	JUDGE	Rogelio Rabago
250	-	ALT JUDGE	Luz Escoto
253	-	JUDGE	Donald Hauck
256	266	JUDGE	Louis Hornung
256	266	ALT JUDGE	Ethel Orr
258	-	JUDGE	Zenobia Joseph
258	-	ALT JUDGE	Mary Riley
259	-	ALT JUDGE	Joseph Prudhomme
260	-	ALT JUDGE	Shirley Tignor
273	-	ALT JUDGE	Carl Hehmsoth
274	-	ALT JUDGE	Curtis Campbell
301	-	ALT JUDGE	Christina Pino
303	-	ALT JUDGE	Walter Hill
304	-	ALT JUDGE	Sherri Taylor
307	356	ALT JUDGE	Cynthia Selman
310	-	JUDGE	Alexandra Richmond
310	-	ALT JUDGE	Amanda Distesano
315	-	ALT JUDGE	Maryann Riordan
316	-	JUDGE	John Omalia
316	-	ALT JUDGE	Patricia Omalia
317	-	ALT JUDGE	Neal Larsen
319	306:346	JUDGE	John Dolliver

EXHIBIT A

PCT	PCT Combos	Position	Name
319	306:346	ALT JUDGE	Mikus Grinbergs
320	-	ALT JUDGE	Jo Ann Richmond
321	-	JUDGE	Mike Dominguez
321	-	ALT JUDGE	Louis Struble
323	-	JUDGE	Phyllis Shockey
324	368	JUDGE	James Dickey
324	368	ALT JUDGE	Westin Farley
326	-	ALT JUDGE	Amanda Stout
327	-	ALT JUDGE	Kandis Hoover
330	318:357	JUDGE	Maria-Luisa Urdaneta
330	318:357	ALT JUDGE	Arnulfo Varela
331	-	ALT JUDGE	Mary O'Brien
333	343	ALT JUDGE	Tim Miller
335	-	ALT JUDGE	Joshua Houston
336	-	JUDGE	Ann Leifeste
336	-	ALT JUDGE	Preston Pope
337	-	JUDGE	William Keene
337	-	ALT JUDGE	Jane Keene
338	-	JUDGE	Ramona Padilla
338	-	ALT JUDGE	Rosanne Crump
339	-	ALT JUDGE	Harold Mickey Bentley
344	-	ALT JUDGE	Kay Mayo
350	309	JUDGE	Antonia Bocanegra
350	-	ALT JUDGE	Wendy Sullivan
351	-	JUDGE	Britney Parcher
351	-	JUDGE	Lillian Thomas
351	-	ALT JUDGE	Troy Muehring
351	-	ALT JUDGE	Grace Matamoros-Poore
358	352	ALT JUDGE	Searcy Jacobs
360	-	ALT JUDGE	Jeanette Alvarez
361	-	ALT JUDGE	Terri Pritchard
362	-	ALT JUDGE	Jing Chow
363	-	ALT JUDGE	Irene Cameron
364	-	ALT JUDGE	Tiffney Duncan
367	-	JUDGE	Judith Bollom
372	-	ALT JUDGE	John McNutt
373	-	JUDGE	Gary Gates, Sr.
374	-	JUDGE	Carol Stallings
375	-	ALT JUDGE	Susan Burke
402	-	ALT JUDGE	Cathy Olive
403	-	ALT JUDGE	Debbie Vallejo
405	-	JUDGE	Linda Klemett

EXHIBIT A

PCT	PCT Combos	Position	Name
405	-	ALT JUDGE	Martin Alonzo
406	417	JUDGE	William Stephens
406	417	ALT JUDGE	Marilyn Stephens
407	-	ALT JUDGE	Dorcas Wilson
410	-	JUDGE	Diana Martinez
414	-	ALT JUDGE	Karen Billingsley
415	-	ALT JUDGE	Shirley Howe
416	411	JUDGE	Linda Klar
416	411	ALT JUDGE	Judith Ortiz
420	-	ALT JUDGE	Angela Oates
421	-	JUDGE	Ellien Navarro
421	-	ALT JUDGE	Diana Garcia
422	-	JUDGE	Samuel Johnson
422	-	ALT JUDGE	Katina Johnson
423	-	JUDGE	Susana Almanza
423	-	ALT JUDGE	Librado Almanza
424	-	ALT JUDGE	Greg Chico
426	427:436:444	JUDGE	Tracy Ekstrand
429	-	JUDGE	Michael Brooks
429	-	ALT JUDGE	Gordon Loney
435	408	ALT JUDGE	Gregory Watson
437	-	ALT JUDGE	Maria Trevino
438	432:434	JUDGE	Raynaldo Cabrera
439	-	JUDGE	Gavino Fernandez
439	-	ALT JUDGE	Isidro Jimenez
440	-	JUDGE	Ina Mahnick
440	-	ALT JUDGE	Eva Mueller
441	-	JUDGE	Rene Trevino
441	-	ALT JUDGE	Hope Castillo
443	-	JUDGE	Ricardo Chavana
447	419	JUDGE	Monica Guzman
447	419	ALT JUDGE	Arthur Turner
448	413:418	JUDGE	Mel Landers
450	-	JUDGE	Juanita Jackson
450	-	ALT JUDGE	Lori Jackson
451	-	JUDGE	Bobby Freeman
451	-	ALT JUDGE	Ola Freeman
452	-	JUDGE	Bob Allen
452	-	ALT JUDGE	Robert Alexius
454	412	ALT JUDGE	LaTrenda Williams
458	-	JUDGE	Nancy Paine
460	-	JUDGE	Peggy Gough

EXHIBIT A

PCT	PCT Combos	Position	Name
461	430	JUDGE	William Ragsdale
463	-	JUDGE	Henry Wisniewski
463	-	ALT JUDGE	Patricia Cramer



Travis County Commissioners Court Agenda Request

Meeting Date: October 23, 2013

Prepared By/Phone Number: Paul B. Matthews, CPA (Finance Director, Travis County Sheriff); 854-9234

Elected/Appointed Official/Dept. Head: Greg Hamilton, Sheriff; 854-9788

Commissioners Court Sponsor:

A handwritten signature in black ink, appearing to be "JH", located to the right of the "Commissioners Court Sponsor" text.

AGENDA LANGUAGE: Receive Fiscal Year 2014 State Forfeited Property Account budget from the Travis County Sheriff's Office in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedures.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

The Sheriff's office is submitting its FY2014 State Forfeited Property Account budget in accordance with a statutory requirement. No Commissioner's Court action is required.

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

None

REQUIRED AUTHORIZATIONS:

N/A



JAMES N. SYLVESTER
Chief Deputy

GREG HAMILTON

TRAVIS COUNTY SHERIFF

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

PHYLLIS CLAIR
Major - Law Enforcement

DARREN LONG
Major - Corrections

MARK SAWA
Major - Administration & Support

MEMORANDUM

TO: Travis County Judge and Commissioners

FROM: Paul B. Matthews (CPA), Travis County Sheriff's Office *PM*

DATE: October 23, 2013

SUBJECT: FY2014 State Forfeited Property Account Budget

Attached is the FY2014 budget for the Travis County Sheriff's Office State Forfeited property account. This budget is being submitted in accordance with the provisions of Article 59.06(d) of the Texas Code of Criminal Procedure.

cc: Greg Hamilton, Sheriff
Jim Sylvester, Chief Deputy
Jim Connolly, Assistant County Attorney
Nicki Riley, County Auditor
David Jungerman, Auditor's Office

Travis County Sheriff's Office State Forfeiture Account Budget for FY2014

Expenditure Category	Proposed Budget
Training: Travel, Meals, Lodging	\$20,000
Seminars (Internal/External)	\$16,000
Law Enforcement Equipment <i>(including capital purchases)</i>	\$15,000
TCLEOSE Testing	\$2,000
Other Purchased Services	\$2,000
Total Projected FY2014 Budget	\$55,000



Travis County Commissioners Court Agenda Request

Meeting Date: 10/29/13

Prepared By/Phone Number: Leslie W. Dippel, 854-9513

Elected/Appointed Official/Dept. Head: David A. Escamilla

Commissioners Court Sponsor: Hon. Samuel T. Biscoe

AGENDA LANGUAGE: CONSULTATION WITH COUNTY ATTORNEY, CONSIDER AND TAKE APPROPRIATE ACTION CONCERNING THE EXTENSION OF ADMINISTRATIVE LEAVE WITH PAY FOR HEALTH AND HUMAN SERVICES EMPLOYEE, SLOT 30005370. (EXECUTIVE SESSION UNDER GOV'T. CODE ANN. §551.071, CONSULTATION WITH ATTORNEY, AND §551.074, PERSONNEL EXCEPTION)

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS:

STAFF RECOMMENDATIONS:

ISSUES AND OPPORTUNITIES:

FISCAL IMPACT AND SOURCE OF FUNDING:

REQUIRED AUTHORIZATIONS:



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Robin Arnott. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

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:

Danny Hobby 854.9367



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Elizabeth Gray. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

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:

Danny Hobby 854.9367



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Julia Guardione. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

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:

Danny Hobby 854.9367



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By/Phone Number: Tim Labadie 854.5864

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

Commissioners Court Sponsor: Judge Sam Biscoe

AGENDA LANGUAGE:

Consider and take appropriate action concerning the settlement offer regarding payment for STAR Flight services rendered to Julia Courtney. Executive Session also pursuant to Tex. Gov't Code § 551.071(1)(B).

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:

Danny Hobby 854.9367

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



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013. Executive Session

Prepared By/Phone Number: John Carr, 854-4772

Dept. Head: Roger El Khoury, M.S., P.E., Director, FMD, 854-4579

County Executive: Leslie Browder, Planning and Budget, 854-9106

Sponsoring Court Members: County Judge Samuel T. Biscoe

Roger El Khoury
HB

AGENDA LANGUAGE:

Consider and take appropriate action regarding the usage of the Expo Center as remote parking lots by the Circuit of The Americas for the November 14, 15 and 16, 2013 Formula One events. (Exec Session Gov't Code Ann 551.072)

BACKGROUND/SUMMARY OF REQUEST:

The Facilities Management Department (FMD) was contacted by the Circuit of The Americas (COTA) regarding their multiyear contract to use the Expo Center as remote parking lots for the Formula One events. COTA signed a three year license agreement with Travis County for use of the Exposition Grounds for parking during the Formula One events. They are now in the second year of this three year agreement and are asking for a modification to the license. Steve Elliot of COTA indicated that they had leased a non-weathered parking area closer to the track for this year's event. COTA would like to pay \$12,000 as non-refundable amount to hold the Exposition Center Grounds as a backup parking location in case of rain. If COTA uses the Exposition Center at all during the three day period of November 14, 15 and 16, 2013, they would pay the full balance of the \$23,072 for the use of the grounds as per the terms of the original license agreement. Attachment One is the First Amendment to the License Agreement between Travis County and COTA that captures this agreement. Mr. Elliot has signed the agreement and forwarded the \$12,000 non-refundable deposit. FMD recommends approval of this amendment.

STAFF RECOMMENDATIONS:

The Facilities Management Department recommends the Commissioners Court approve the first amendment to the license agreement with the Circuit of The Americas.

ISSUES AND OPPORTUNITIES:

The Expo Center has parking spaces for use by the Circuit of The Americas for Formula One Events. Approval of this request will provide additional revenues to the Expo Center.

FISCAL IMPACT AND SOURCE OF FUNDING:

FY13 revenue would be \$12,000 plus \$11,072 if used plus 1/3 of parking fees collected by COTA.

ATTACHMENTS/EXHIBITS:

Signed First Amendment to License Agreement

REQUIRED AUTHORIZATIONS:

Christopher Gilmore, County Attorney's Office, 854-9455.

**FIRST AMENDMENT TO LICENSE AGREEMENT
BETWEEN
TRAVIS COUNTY
AND
CIRCUIT OF THE AMERICAS, LLC**

This Amendment (this Amendment") made effective the 17th of October 2013, between TRAVIS COUNTY, a political subdivision of the State of Texas ("Licensor"), and Circuit of the Americas, LLC, a Delaware limited liability company ("Licensee").

Preliminary Statement

- A. Licensor and Licensee entered into that certain License agreement dated May 23, 2012 ("Original License");
- B. The Original License and Amendment collectively referred to herein as the "License;" and
- C. Licensee and Licensor desire to enter into this Amendment to amend the License to provide for a non-refundable deposit to hold the right to use the Licensed Space for November 14, 15, and 16, 2013.

AGREEMENT:

NOW, THEREFORE, in consideration of the promises and the mutual undertakings of the parties, it is agreed as follows:

- 1. **Non-refundable Deposit for November 14, 15, and 16, 2013:** Licensee hereby pays \$12,000 to Licensor for a non-refundable deposit to hold the right to use the Licensed Space for November 14, 15, and 16, 2013. If Licensee uses the Licensed Space for only one (1) day on November 14, 15, or 16, 2013, Licensor will immediately pay the full balance of \$23,072 for that year to Licensor.
- 2. **Successors and Assigns:** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 3. **Capitalized Terms:** All capitalized terms not defined herein shall have the same meanings given to such terms in the License.
- 4. **License Terms:** Except as expressly amended hereby, the License and all of the terms, covenants and conditions of the License are hereby confirmed and shall remain and continue in full force and effect.
- 5. **No Oral Modifications:** This Amendment may not be modified or terminated orally and along with the Original License, constitute the entire agreement between the parties with respect to the subject matter hereof. It is acknowledged that no officer, agent, employee, or representative of Licensor has any authority to change this

Amendment unless expressly granted that authority by the Commissioners Court of Travis County.

IN WITNESS WHEREOF, Licensor and Licensee have executed this Amendment as of the day and year first above written,

TRAVIS COUNTY

By: _____
Samuel T. Biscoe
County Judge

CIRCUIT OF THE AMERICAS, LLC
a Delaware limited liability company

By: _____
Name: Steve Sexton
Title: Chief Executive Officer



Travis County Commissioners Court Agenda Request

Meeting Date: October 29, 2013

Prepared By: Paul Scoggins **Phone #:** (512) 854-7619

Division Director/Manager: Anna Bowlin, Division Director of Development Services and Long Range Planning

Department Head: Steven M. Manilla, P.E., County Executive-TNR

Sponsoring Court Member: Commissioner Todd, Precinct Two

AGENDA LANGUAGE: Approve setting a public hearing on Tuesday, November 19, 2013 to receive comments regarding a request to authorize the filing of an instrument to vacate the five foot wide public utility easements located along the rear lot lines of Lots 3-8, Block D of the re-subdivision of Baldwin's Point in Precinct Two.

BACKGROUND/SUMMARY OF REQUEST:

TNR staff has received a request to authorize the filing of an instrument to vacate the five foot wide public utility easements (PUEs) located along the rear lot lines of Lots 3-8, Block D of the Re-subdivision of Baldwin's Point. The easements are dedicated per plat note. Lots 3-5 front on Quinlan Park and Lots 6-8 front on Minnie Drive. Both streets are maintained by Travis County.

The utility companies operating in the area have stated they have no objection to vacating the subject easements. Staff foresees no opposition to this request.

STAFF RECOMMENDATIONS:

The request has been reviewed by TNR staff and staff finds the vacation requests meets all Travis County standards. As such, TNR staff recommends setting the public hearing.

ISSUES AND OPPORTUNITIES:

According to the request letter the owner of the property would like install a private driveway along the rear of the subject lots. Vacating the easements should remedy any potential encroachment issues in regards to the subject easements. An area of 117 square feet located along the common lot line of Lots 5 and 6 at Rush Road will remain per separate instrument dedication for a power pole at the request of Austin Energy.

FISCAL IMPACT AND SOURCE OF FUNDING:

None.

ATTACHMENTS/EXHIBITS:

Order of Vacation
Field Notes
Request Letter
Utility Statements
Maps

REQUIRED AUTHORIZATIONS:

Cynthia McDonald	Financial Manager	TNR	(512) 854-4239
Steven M. Manilla	County Executive	TNR	(512) 854-9429
Anna Bowlin	Division Director	Development Services and Long Range Planning	(512) 854-7561

CC:

Stacey Scheffel	Program Manager	TNR - Permits	(512) 854-7565

SM:AB:ps

1101 - Development Services Long Range Planning - Re-subdivision of Baldwin's Point

ORDER OF VACATION

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, the property owner requests the vacation of the five foot wide public utility easements located along the rear lot lines of Lots 3-8, Block D of the Re-subdivision of Bauldwin's Point as recorded at Book 6, Page 172 of the Real Property Records of Travis County, Texas;

WHEREAS, the utility companies known to be operating in the area have indicated they have no need for the public utility easements as described in the attached field notes and sketch;

WHEREAS, the Travis County Transportation and Natural Resources Department recommends the vacation of the subject public utility easements 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 November 19, 2013 to consider the proposed action; and

NOW, THEREFORE, by unanimous vote, the Commissioners Court of Travis County, Texas, orders that the five foot wide public utility easements located along the rear lot lines of Lots 3-8, Block D of the Re-subdivision of Bauldwin's Point, as shown and described in the attached field notes and sketch, are hereby vacated.

ORDERED THIS THE _____ DAY OF _____ 2013.

SAMUEL T. BISCOE, COUNTY JUDGE

COMMISSIONER RON DAVIS
PRECINCT ONE

COMMISSIONER BRUCE TODD
PRECINCT TWO

COMMISSIONER GERALD DAUGHERTY
PRECINCT THREE

COMMISSIONER MARGARET GOMEZ
PRECINCT FOUR

8405 Delavan Ave
Austin, Tx 78717



Off: (512) 258-6842

Cell: (512) 659-4266

"westsurveyors@austin.rr.com"

**FIELDNOTE DESCRIPTION
10' P.U.E. VACATION**

BEING 2,252 SQUARE FOOT PUBLIC UTILITY EASEMENT OUT OF LOTS 3, 4, 5, 6, 7, & 8, BLOCK "D", A RESUBDIVISION OF BALDWIN'S POINT, A SUBDIVISION RECORDED IN BOOK 6, PAGE 172 OF THE PLAT RECORDS OF TRAVIS COUNTY, TEXAS. SAID PUBLIC UTILITY EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (See attached legal size EXHIBIT)

BEGINNING at a ½ inch iron rod set in the North Right-of-Way line of Rush Road for the common corner of Lots 5 & 6, Block "D" of said BALDWIN'S POINT SUBDIVISION;

THENCE departing the said North Right-of-Way line of Rush Road and along the centerline of the herein described 10 foot wide easement, same being the common rear lot lines of Lots 5 and 6, North 29d 50' 01" East, a distance of 75.07 feet to a ½ inch iron rod set for the common corner of Lots 5,6,4 & 7;

THENCE continuing along the centerline of the herein described 10 foot wide easement, same being the common rear lot lines of Lots 4 and 7, North 29d 50' 01" East, a distance of 75.07 feet to a ½ inch iron rod set for the common corner of Lots 4,7,3, & 8;

THENCE continuing along the centerline of the herein described 10 foot wide easement, same being the common rear lot lines of Lots 3 & 8, North 29d 50' 01" East, a distance of 75.07 feet to a ½ inch iron rod set for the common corner of Lots 3 and 8, same being the **POINT OF TERMINATION** for the herein described 10 foot wide easement and containing a calculated area of **2,252 Square Feet** of land subject to easements, conditions or restrictions of record, if any.

I hereby certify that the foregoing Field Notes were prepared from a survey on-the-ground, under my supervision and are true and correct to the best of my knowledge and belief.

Witness my hand and seal this the 31st day of July 2012.

Gregory E. West, R.P.L.S. # 4188
8405 Delavan Avenue
Austin, Texas 78717
Project No. P054-01 10' Esmt Release



179.31'
S78°45'00"E

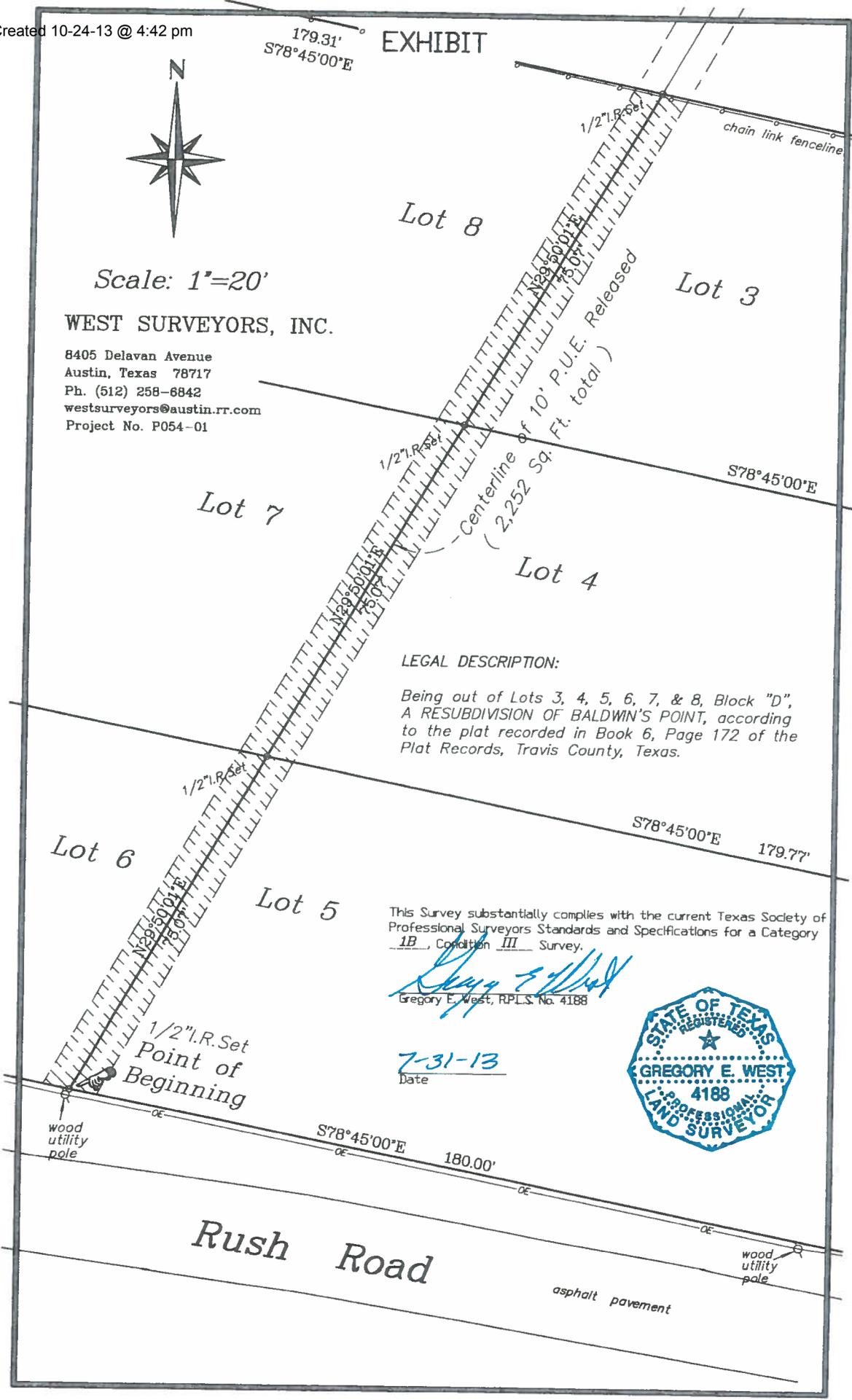
EXHIBIT



Scale: 1"=20'

WEST SURVEYORS, INC.

8405 Delavan Avenue
Austin, Texas 78717
Ph. (512) 258-6842
westsurveyors@austin.rr.com
Project No. P054-01



LEGAL DESCRIPTION:

Being out of Lots 3, 4, 5, 6, 7, & 8, Block "D",
A RESUBDIVISION OF BALDWIN'S POINT, according
to the plat recorded in Book 6, Page 172 of the
Plat Records, Travis County, Texas.

This Survey substantially complies with the current Texas Society of
Professional Surveyors Standards and Specifications for a Category
1B, Condition III Survey.

Gregory E. West
Gregory E. West, R.P.L.S. No. 4188

7-31-13
Date



Rush Road

asphalt pavement

Linda Peterek
109 FULLER DR
BERGHEIM, TX 78004

Request for Vacating Public Utility Easements

August 12, 2013

Attn: Travis County Transportation & Natural Resources, Planning & Engineering

To Whom it May Concern

I am submitting a request to vacate a public utility easement that crosses the following lots:

Lots 3-8, Blk D, of Baldwins Point Resub

Address: 10804 Rush Rd #1-6

I have received completed releases from ATT, WCID 17, & Austin Energy. Austin Energy had us file a new electrical easement for them that surrounds a power pole that was located in the released easement. The sketch and metes & bounds for Austin Energy is included in the package for reference. The lots do not have gas or sewer utilities and cable is with ATT.

I need the release because a future private driveway will be needed along the same path as the released easement and the existing utilities are already using easements outside of the lots (see plat) so there was no need for the PUE.

Attached are the following:

Metes & Bounds by RPLS

Sketch of plat showing the public utility to be vacated

Release letters from ATT, WCID, and Austin Energy (including new metes & bounds for AE)

Please contact Ryan Rucker at 512-293-7825 or canyonvista@earthlink.net for correspondence in this matter.

Sincerely



8-5-13

Linda Peterek

OWNERS



TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10804 Rush Rd., #1-6, Austin, TX 78732 (address) and/or Baldwin's Point Lots 3-8, Blk D (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Signature
Sonny Poole

Printed Name
Mgr., PIREs

Title
Austin Energy

Utility Company or District
July 19, 2013

Date

Please return this completed form to:

Ryan Rucker

Name
12511 Mixson Dr.

Address
Austin, TX 78732

City/State/Zip

canyonvista@earthlink.net



TRAVIS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT 17

3812 Eck Lane • Austin, Texas 78734
• Phone (512) 266-1111 • Fax (512) 266-2790

Date: 5-15-13 **EASEMENT RELEASE APPLICATION**

A release of the following utility easement(s) is hereby requested.
(\$30.00 fee is required)

Property Address: 10804 Rush Rd, Austin, TX 78732

Legal Description: Baldwins Point, Blk D
Lots 3-8

A plat drawing with the easement highlighted must accompany this application.

Applicant Name: LINDA Petersek

Address: 12511 MICKSON DR
AUSTIN TX 78732

Reason for Request : water is already located at
FRONT of all lots. In-line driveway
will be on back of lots

Water District 17 **DOES NOT** have a need for an easement on the property as described in the accompanying document. The easement(s) is (are) hereby released.

Water District 17 **DOES** have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry W. Marley 5.20.13
Signature Date

Reviewer: Henry Marley

Deborah S. Gemes 5.20.13
Signature Date

Deborah S. Gemes
Printed Name

General Manager
Title

Title

Please return this completed form to:

Phone: 512-253-7825

Fax: 512-351-8131

Email: CAyouvista@earthlink.net

Name: Ryan Rucker

Address: 12511 MICKSON

City/State/Zip: AUSTIN TX 78732



TRANSPORTATION AND NATURAL RESOURCES

STEVEN M. MANILLA, P.E. COUNTY EXECUTIVE

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10804 Rush Rd #16, Austin TX 78732 (address) and/or BALDWIN'S POINT BLK D Lots 3-8 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

We do not have need for an easement on the property as described in the accompanying document.

We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Henry J. Marley
Signature
Henry Marley
Printed Name
Field Supervisor
Title
TR. Cty. WCID 17
Utility Company or District
5.20.13
Date

Please return this completed form to:

Ryan Rucker
Name
12511 MIKSON DR
Address
AUSTIN TX 78732
City/State/Zip
CANYONVISTA@earthlink.net



SOUTHWESTERN BELL TELEPHONE COMPANY

RELEASE OF EASEMENT

THIS RELEASE OF EASEMENT, entered into by SOUTHWESTERN BELL TELEPHONE COMPANY, a Delaware corporation, GRANTOR, AND Linda F. Peterek, GRANTEE, wherein GRANTOR in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does by these presents ABANDON, RELEASE, RELINQUISH AND DISCLAIM to GRANTEE, as is, all or a specific portion of certain easements for telecommunication purposes hereinafter described that affects land owned by GRANTEE situated in Travis County, Texas, and described as follows:

Lots 3, 4, 5, 6, 7 and 8, Block D, Resubdivision of Baldwin's Point, Deed of record in Document 2013054380, Property Records of Travis County, Texas

Said land of GRANTEE being subject to:

Easements recorded in Book 6, Page 172, Plat Records of Travis County, Texas,

The portion of said easements to be hereby released is described as follows:

All of the 5 foot PUE along the rear property lines of said Lots 3-8, Block D, described above,

TO HAVE AND TO HOLD same, together with all rights and appurtenances to the same belonging, unto GRANTEE, their heirs, successors and assigns forever.

IN WITNESS WHEREOF, GRANTOR has caused this Release of Easement to be executed by its duly authorized officers this 30th day of May, 2013

SOUTHWESTERN BELL TELEPHONE COMPANY

Name: DAVID A. WILLIAMS

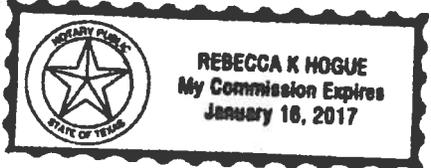
Title: Lead CSP Plus & ENGNS Design

THE STATE OF TX.
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared DAVID WILLIAMS, known to me to be the person whose name is subscribed to the foregoing instrument as Manager, Engineering-Design of Southwestern Bell Telephone Company, a Delaware corporation, and acknowledged to me that he/she executed the same for purposes and considerations therein expressed in the capacity stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 30th day of MAY, 2013.

Notary Public in and for the State of TEXAS
My Commission Expires 2017





TRANSPORTATION AND NATURAL RESOURCES

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

411 West 13th Street
Executive Office Building
PO Box 1748
Austin, Texas 78767
(512) 854-9383
FAX (512) 854-4649

EASEMENT REQUIREMENT STATEMENT FOR VACATION OF PROPERTY

An application is being made to Travis County for the vacation of property at 10804 Rusk Rd #1-C, Austin TX 78732 (address) and/or BALDWIN'S POINT BLD Lots 3-8 (legal description) and as described on the enclosed drawing or document. An action of the Commissioners' Court of Travis County is pending your return of this statement. Your prompt reply is requested.

STATEMENT

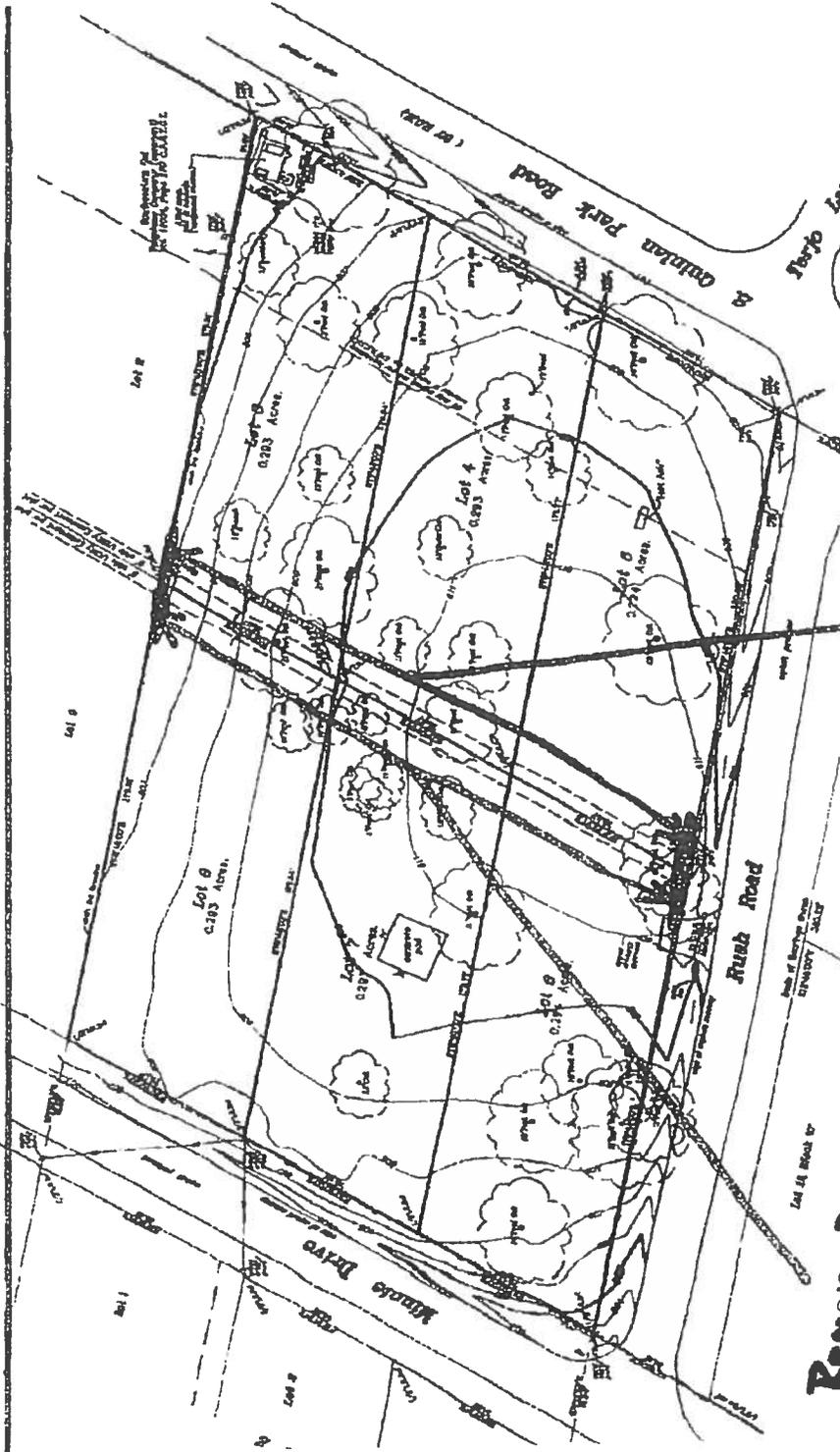
- We do not have need for an easement on the property as described in the accompanying document.
- We do have a need for an easement on the property as described in the accompanying document. A description of the required easement is attached.

Lisa N. Law
Signature
LISA N. Law
Printed Name
Supervisor, Design
Title
Time Warner Cable
Utility Company or District
10-17-13
Date

Please return this completed form to:

RYAN Rucker
Name
12511 MIXSON DR
Address
AUSTIN TX 78732
City/State/Zip
CANYONISTA@earthlink.net

10804 Rush Rd.
Austin, TX 78732
BALDWIN'S PAINT
BK D, LOTS 3-8



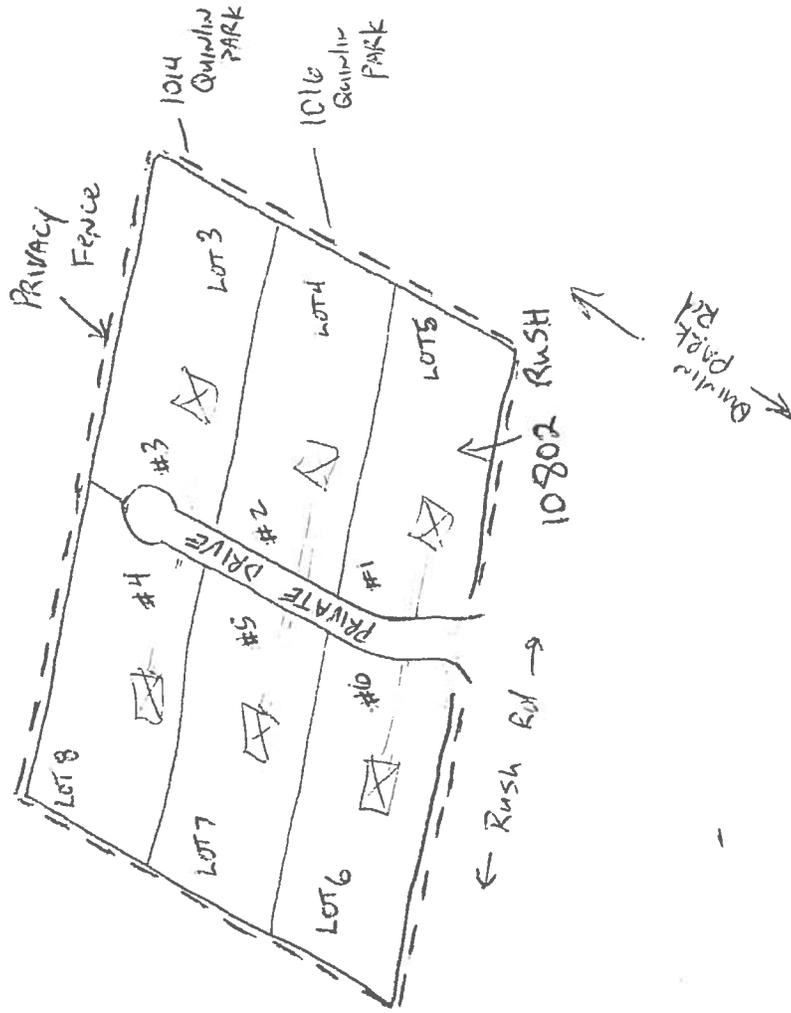
Remove PUE for
future driveway
LOTS 6-8

Remove PUE for
future driveway
LOTS 3-5

CITY OF AUSTIN DEVELOPMENT WEB MAP

- Legend
- Lot Lines
 - Streets
 - Building Footprints
 - Named Creeks
 - Lakes and Rivers
 - Parks
 - County
 - Contours Year 2003
 - 10 Ft Contours
 - 2 Ft Contours
 - Lot Line
 - Block ID
 - Lot ID

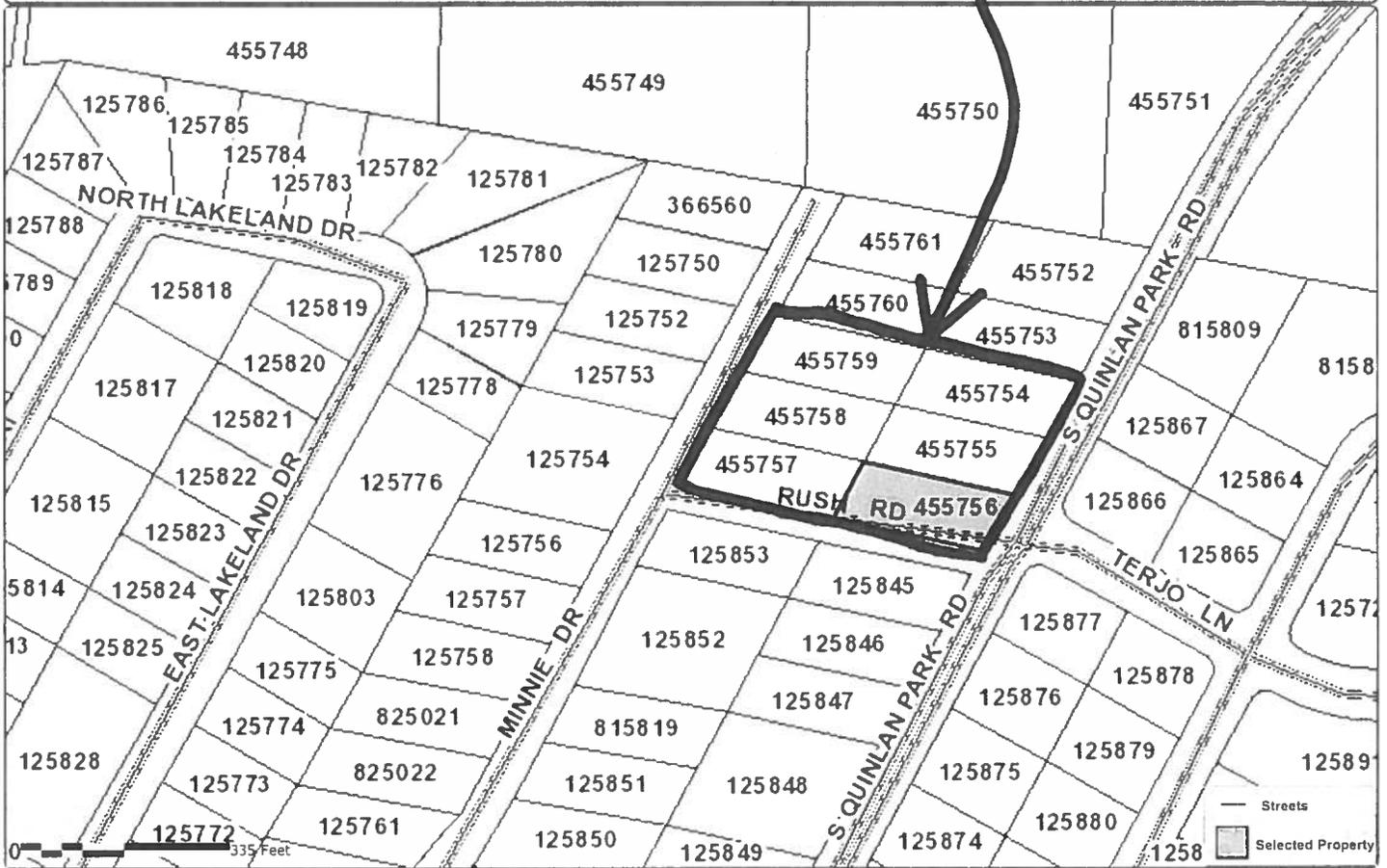
CAN All lots have 10802 Rush
 AS Address with unit numbers #1-6?



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Lots 3-8

Travis CAD - Map of Property ID 455756 for Year 2013



Property Details

Account

Property ID: 455756
 Geo ID: 0129580178
 Type: Real
 Legal Description: LOT 5 BLK D BALDWINS POINT RESUB

Location

Situs Address: 10804 RUSH RD 1 TX 78732
 Neighborhood: RIVER RDGE/BALDWINS PT/LAKELAND
 Mapsco: 520Z
 Jurisdictions: 0A, 03, 2J, 52, 68, 69

Owner

Owner Name: PETEREK LINDA F
 Mailing Address: , 109 FULLER DR, BERGHEIM, TX 78004

Property

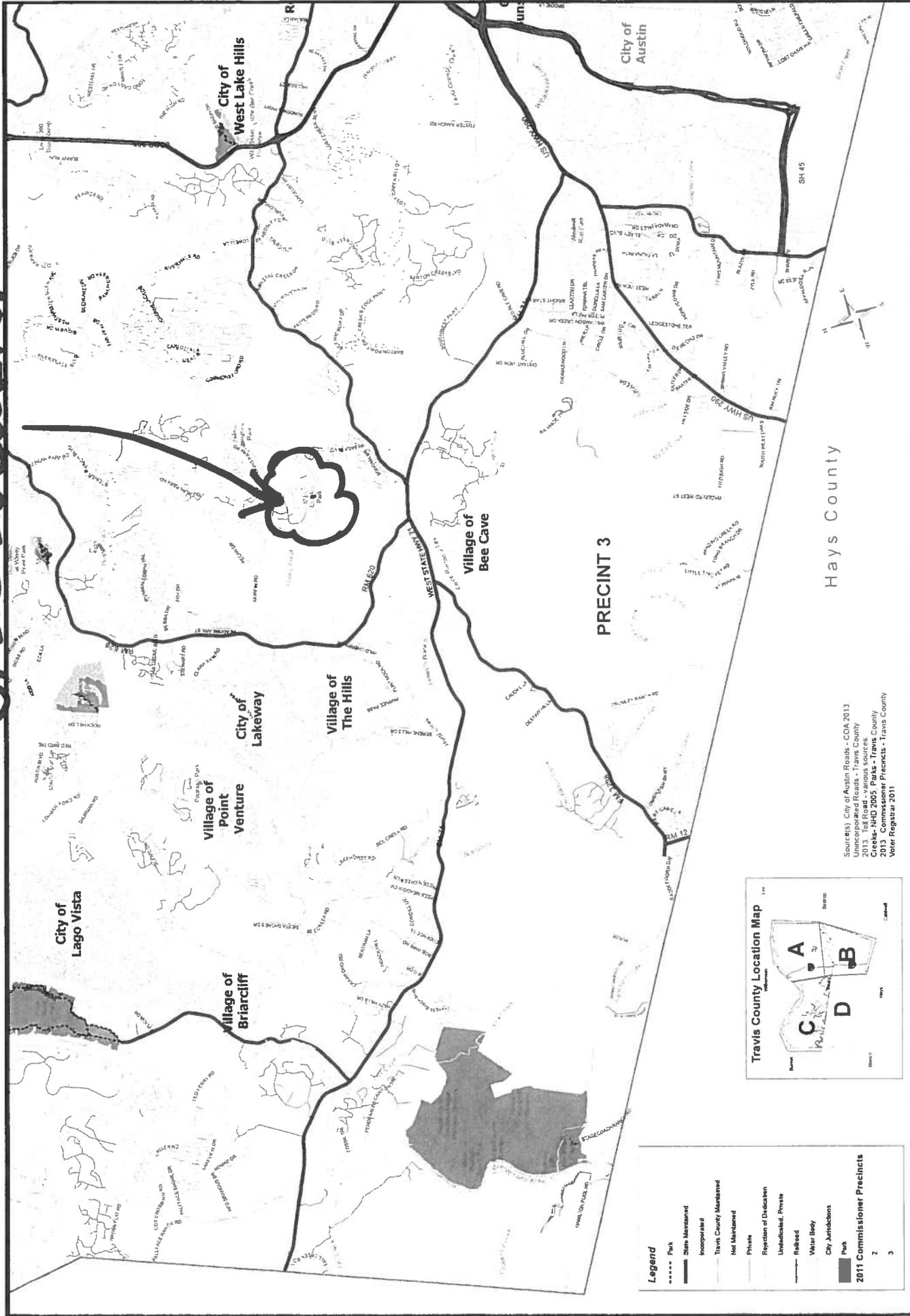
Appraised Value: \$60,000.00

<http://propaccess.traviscad.org/Map/View/Map/1/455756/2013>



Map Disclaimer: This tax map was compiled solely for the use of TCAD. Areas depicted by these digital products are approximate, and are not necessarily accurate to mapping, surveying or engineering standards. Conclusions drawn from this information are the responsibility of the user. The TCAD makes no claims, promises or guarantees about the accuracy, completeness or adequacy of this information and expressly disclaims liability for any errors and omissions. The mapped data does not constitute a legal document.

Site Location



Map Prepared by: Travis County
Dept. of Transportation & Natural Resources
Date: 5/21/2013



0.9 Miles

Travis County Roadways, Map D

Source(s): City of Austin Roads - COA 2013
Unincorporated Roads - Travis County
City of Lago Vista Roads - Lago Vista
City of Lakeway Roads - Lakeway
City of West Lake Hills Roads - West Lake Hills
2013 Commissioner Precincts - Travis County
Voter Registrar 2011

This product is for informational purposes and may not have been prepared for or be suitable for legal engineering or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. Travis County has produced this product for reference purposes only and offers no warranties for the product's accuracy or completeness.

Site Location

