Travis County Commissioners Court Agenda Request
Travis County Development Authority

Meeting Date: September 23, 2014

Prepared By/Phone Number: Andrea Shields, Manager/854-9116

Elected/Appointed Official/Dept. Head: Leroy Nellis, Acting County Executive, Planning and Budget/854-9006

Commissioners Court Sponsor: Samuel T. Biscoe, President

AGENDA LANGUAGE:

Consider and take appropriate action on request to approve a contract between Travis County and the Travis County Development Authority for project management services related to the North Campus project.

BACKGROUND/SUMMARY OF REQUEST AND ATTACHMENTS: Travis County purchased 4 parcels of land at 5501, 5555, 5335 and 5325 Airport Blvd., a total of 13.26 acres, between 2003 and 2010. The two buildings at 5325 and 5335 have been demolished to the foundations and the sites are currently being used for parking.

On May 20, 2008 the Commissioners Court approved an agreement with the surrounding neighborhoods titled "Travis County Resolution for Civic Community Collaboration with the Ridgetop and Northfield Neighborhood Associations". This agreement has guided a series of meetings with the neighbors by Commissioner Davis and County staff in order to collaboratively go forward with development of the North Campus.

The North Campus Master Plan was presented by the Facilities Management Department to the Commissioners Court during a work session on March 25, 2010. It was adopted by the Court on April 6, 2010 and represents the completion of the first step in an ongoing process to develop the North Campus.

Since 2010, the Commissioners Court purchased the 700 Lavaca Administration Building, which significantly reduced county space needs at North Campus. However, current departments at North Campus have grown enough to require some additional office space. While new construction is required to meet growing needs, the site can support significantly more development than is needed by the County.

As part of the Airport Boulevard Transit Corridor, the vacant site at North Campus has significant development capacity and potential. Underutilization of a prime development site such as this one would be a loss of potential real property value to the County and a missed opportunity for the neighborhood. Staff therefore recommends the Board and Commissioners Court consider a mixed-use project at the site with adequate office space and parking to meet county needs, as well as mixed-income housing and possible ground floor retail. The neighborhood associations have indicated initial interest in a mixed-use development at this site.

The Travis County Development Authority could provide alternative financing for the redevelopment of the site. In conjunction with a private developer, the Development Authority could issue Private Activity Bonds for construction of the project. The rents and income generated by the project would secure the debt. This project could potentially be constructed and provide much needed office space at a substantially reduced cost to the County and taxpayers. Since a traditionally financed project exclusively for county offices and parking is not currently included in the anticipated capital commitments in the county debt model, the Development Authority presents a unique opportunity to move forward.

STAFF RECOMMENDATIONS: Staff recommends approval.

ISSUES AND OPPORTUNITIES: None.

FISCAL IMPACT AND SOURCE OF FUNDING: None.

REQUIRED AUTHORIZATIONS: Andrea Shields, Manager/854-9116; Leroy Nellis, Interim County Executive, Planning and Budget/854-9066

AGENDA REQUEST DEADLINE: All agenda requests and supporting materials must 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.

CONTRACT FOR PROJECT MANAGEMENT
BETWEEN TRAVIS COUNTY AND
THE TRAVIS COUNTY DEVELOPMENT AUTHORITY

This Contract is entered into by the following parties:

Travis County, a political subdivision of the State of Texas ("County"), and Travis County Development Authority, a public non-profit corporation formed under the provisions of Subchapter D of Chapter 431, Texas Transportation Code and Texas Local Government Code Chapter 394 (the "Corporation").

RECITALS

The Corporation needs project management services to facilitate the development of County owned property at 5335 Airport Blvd. and 5325 Airport Blvd., Austin, Texas. County, through its' Facilities Management Department "FMD"), will provide the necessary expertise for the Corporation.

AGREEMENT

In consideration of the mutual promises and covenants in this Contract, County and the Corporation agree to the following terms and conditions:

1.0 DEFINITIONS

In this Contract,

1.1 "Commissioners Court" means Travis County Commissioners Court.

1.2 "Board" means the Board of Directors of the Corporation.

2.0 CONTRACT PERIOD

2.1 This Contract shall continue in full force for the contract period which commences on October 1, 2014 and terminates on September 30, 2018, unless earlier terminated by either party as provided in this contract.

3.0 COUNTY PERFORMANCE OF SERVICES

3.1 During the Contract Period, County shall provide those services described in the Scope of Services, attached hereafter as Exhibit A, and incorporated herein as if set out at length (the "Services").

4.0 PAYMENT

4.1 For the performance of the Services, Corporation shall pay County $10.00 which shall be payable upon completion of the Services.

5.0 AMENDMENTS

5.1 Unless specifically provided otherwise herein, any change to the terms of this Contract or any attachments to it shall be made in a written instrument signed by both parties. Corporation acknowledges that no officer, agent, employee or representative of County has any authority to change the scope of this contract or any attachments to it unless expressly granted that authority by the Commissioners Court.

5.2 Corporation shall submit all requests for amendment of the terms of this Contract or any attachment to it to the County Judge.

6.0 SUBCONTRACTS

6.1 County may enter into any subcontracts for any service or activity required as performance for this Contract without the prior written approval or the prior written waiver of this right of approval from the Corporation.

7.0 ASSIGNABILITY

7.1 Except as expressly provided herein, neither party may assign any of the rights or duties created by this Contract without the prior written approval of the other party. It is acknowledged by Corporation that no officer, agent, employee or representative of County has any authority to assign any part of this Contract unless expressly granted that authority by the Commissioners Court.

8.0 TERMINATION

8.1 County shall have the right to terminate this Contract, in whole or in part, at any time before the date of termination specified in Section 2.1 of this Contract if Corporation has failed to comply with any term or condition hereof.

8.2 County shall notify Corporation in compliance with Article 11.0 if Corporation has failed to comply with any term or condition of this Contract and allow Corporation at least ten (10) days to correct the failure. The written notice shall state the effective date of termination if the failure is not corrected; the reasons for termination and, in the case of partial termination, the portion of the contract to be terminated.

8.3 Notwithstanding any exercise by County of its right of early termination pursuant to this Article 8.0, Corporation shall not be relieved of any liability to County.

9.0 NON-WAIVER OF DEFAULT

9.1 No payment, act or omission by County may constitute or be construed as a waiver of any breach or default of Corporation which then exists or may subsequently exist. All rights of County under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to County under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

9 .2 No payment, act or omission by Corporation may constitute or be construed as a waiver of any breach or default of County which then exists or may subsequently exist. All rights of Corporation under this contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy or right to Corporation under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

10.0 ENTIRE AGREEMENT

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

11.0 NOTICES

11.1 Any notice required or permitted to be given under this Contract by one party to the other shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the 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 hereinafter specified.

11.2 The address of County for all purposes under this Contract shall be:

Leroy Nellis (or his successor in office)
County Executive, PBO
P.O. Box 1748
Austin, Texas 78767-1748

11.3 The address of the Corporation for all purposes under this Contract and for all notices hereunder shall be:

Honorable Samuel T. Biscoe (or his successors in office)
President

P.O. Box 1748
Austin, Texas 78767-1748

11.4 Each party may change the address for notice to it by giving notice of the change in compliance with this Article 11.0.

12.0 SPECIAL CONDITIONS

12.1 Neither party is liable for failure to perform or delay in performance that is caused by acts of God, riots, war, insurrection and other similar events that are not within the control of the failing or delayed party.

12.2 Due to the nature of the substantial public service the FMD staff will provide the residents of Travis County, Corporation agrees to release and hold harmless the FMD staff for any act or omission pursuant to the scope of services provided during the term of this Contract.

13.0 CONSTRUCTION OF CONTRACT

13.1 This Contract is governed by the laws of the State of Texas and all obligations under this Contract shall be performable in Travis County, Texas.

13.2 If any portion of this Contract is ruled invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

13.3 Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context in the contract clearly requires otherwise.

TRAVIS COUNTY

By: _____
Honorable Samuel T. Biscoe
Travis County Judge

Date:_____

TRAVIS COUNTY DEVELOPMENT AUTHORITY

By: _____
Honorable Samuel T. Biscoe
President

Date:_____

FACILITIES MANAGEMENT DEPARTMENT
NORTH CAMPUS DEVELOPMENT

SCOPE OF SERVICES

1.0 THE PROJECT

1.1 Mixed-use development by a Design/Build (D/B) Developer (or other more appropriate construction method alternative) to be located on County owned property at the North Campus. The site is two lots on the South side of the campus. The larger, 5335 Airport Blvd. comprises 2.73 acres and the smaller, 5325 Airport Blvd. comprises .36 acres for a total project site of 3.09 acres.

1.2 The development (Project) will likely include an office building, approximately 80,000 SF, for County use and apartment rental units, along with parking facilities for the Project and the other County activities at North Campus. Detailed programming and design will be determined at appropriate stages of the Project.

1.3 The D/B will be contracted to the Travis County Development Authority (TCDA). The Travis County Facilities Management Department (FMD) will act as advisor to the TCDA for technical matters as described below.

2.0 FMD ROLES AND RESPONSIBILITIES

2.1 FMD point of contact is Roger A. El Khoury, M.S., P.E., Director, or his designated staff.

2.2 The roles and responsibilities of FMD for the Project will be:

2.2.1 Technical advisor to TCDA for design and construction which, among other duties as needed, will include:

2.2.1.1 review of design and construction documents prepared by the D/B and other consultants;

2.2.1.2 observation of construction to generally determine whether the project is being built according to approved plans and specifications;

2.2.1.3 review of pay applications in order to advise TCDA that payment amounts and percentage of completion are proper; and

2.2.1.4 participate in close-out and warranty activities with the D/B.

2.2.2 To act as the County point-of-contact for coordination between the D/B A/E team and County Users for programming and design of the site and County occupied office building and parking garage.

3.0 MEETINGS

3.1 FMD will be notified of all meetings related to the project and will make a determination of which meetings are appropriate to attend. FMD will also inform other County team members and Users of meetings being conducted between FMD and the D/B and will share meeting notes.

4.0 SCHEDULE

4.1 (To be determined)