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## AGENDA ITEM REQUEST FORM

### Hays County Commissioners Court

Tuesdays at 9:00 AM

Request forms are due in Microsoft Word Format via email by 2:00 p.m. on Wednesday.

#### AGENDA ITEM

Discussion and possible action to authorize the County Judge to execute the Contract between Hays County and Austin Traffic Signal Co, Inc related to the FM 110 (McCarty Lane to SH 123) Project.

#### ITEM TYPE

ACTION-ROADS

#### MEETING DATE

September 3, 2013

#### AMOUNT REQUIRED

#### LINE ITEM NUMBER

#### AUDITOR USE ONLY

#### AUDITOR COMMENTS:

PURCHASING GUIDELINES FOLLOWED: N/A

AUDITOR REVIEW: N/A

#### REQUESTED BY

Ingalsbe

#### SPONSOR

INGALSBE

#### CO-SPONSOR

N/A

#### SUMMARY

The Contractor shall reimburse and/or make advance payment to Hays County for AT&T services utilized to service traffic counters on the FM 110 (McCarty Lane to SH 123) Project, on which contractor has performed services, during the Contract Period.

FILED:

09 03 13

HAYS COUNTY COMMISSIONERS' COURT

Resolution # 28281 VOL V PG 228

**CONTRACT BETWEEN HAYS COUNTY AND AUSTIN TRAFFIC SIGNAL CO, INC.**

**STATE OF TEXAS**

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**COUNTY OF HAYS**

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**SECTION I. PARTIES TO THE CONTRACT**

This Agreement is made and entered into this the \_\_\_\_ day of September 2013 (the "Effective Date") by and between the County of Hays, hereinafter referred to as "County", represented by County Judge Bert Cobb, M.D., and Austin Traffic Signal Co, Inc., a Texas corporation hereinafter referred to as "Contractor" represented by Ed Schroeder, Vice President. The parties hereto have severally and collectively agreed and by execution hereof are bound to the mutual obligations and to the performances and accomplishment of the tasks hereinafter described. Failure to comply with any item(s) of this contract can delay future quarterly payments until the item(s) of noncompliance is resolved.

**SECTION II. CONTRACTOR PERFORMANCE**

The Contractor shall reimburse and/or make advance payment to Hays County for AT&T services utilized to service traffic counters on the FM 110 (McCarty Lane to SH 123) Project, on which contractor has performed services, during the Contract Period. Such payment shall be made by way of a single lump sum payment in the amount of Nine-Hundred-and-Fifty-Nine dollars and Eighty-Eight cents (\$959.88 USD), to be made by Contractor within thirty days of the Effective Date of this Agreement. In the event that the monthly fees change during the duration of the contract period Austin Traffic Signal shall reimburse Hays County for any cost overruns accrued.

**SECTION III. CONTRACT PERIOD**

The Contract Period shall commence January 1, 2014 and shall terminate December 31, 2014

**SECTION IV. POLITICAL ACTIVITY**

None of the performance rendered hereunder shall involve, and no portion of the funds received by the Contractor hereunder shall be used for, any partisan political activity (including, but not limited to, an activity to further the election or defeat of any candidate for public office) or any activity undertaken to influence the passage, defeat or final content of legislation.

**SECTION V. CONFLICT OF INTEREST**

No official or employee of the County and no employee of the Contractor, and no member of the Contractor's governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his or her personal pecuniary interest.

**SECTION VI. COMPLIANCE WITH LAWS**

The Contractor shall comply with all applicable laws, ordinances, codes and regulations of the state, local and federal governments.

**SECTION VII. INDEPENDENT CONTRACTOR**

It is expressly understood and agreed by both parties hereto that the County is contracting with the Contractor as an Independent Contractor and that the Contractor as such, agrees to hold the County harmless and to indemnify it from and against any and all claims, demands and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by the Contractor under this contract.

## **SECTION VIII. EQUAL OPPORTUNITY**

### **A. Nondiscrimination**

The Contractor assures that no person shall, on the ground of race, creed, color, handicap, national origin, sex, political affiliation or beliefs, be excluded from, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part under this agreement or otherwise under the Contractor's control.

### **B. Nonsegregated Facilities**

The Contractor certifies that all employee facilities under its control are provided in such a manner that segregation, whether by habit, local custom, or otherwise, on the basis of race, religion, color, or national origin, cannot result. Further, the Contractor will not assign or permit employees to perform services at any location under its control where facilities are segregated. Identical certifications from any proposed subcontractors will be obtained by the Contractor as a condition of subcontract award.

### **C. Employment (Race, Religion, Color, Sex or National Origin)**

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices setting forth requirements of these nondiscrimination provisions.
2. The Contractor will state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin
3. The Contractor will comply with all applicable equal opportunity laws, rules, regulations and orders.
4. The Contractor will furnish all information and reports and will permit access to its books, records, and accounts for purposes of investigation to ascertain compliance with equal opportunity and affirmative action.
5. In the event of the Contractor's noncompliance with the equal opportunity conditions of this contract, this contract may be canceled, terminated, or suspended in whole or in part; the Contractor may be declared ineligible for further contracts and such other sanctions may be imposed and remedies invoked as otherwise provided by law.

### **(Physical or Mental Handicap)**

6. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employee is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and



otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

(Age)

7. The Contractor will not discriminate in employment against any person because of their age or specify, in solicitations or advertisements, a maximum age limit except and unless it is based upon a bona fide occupational qualification, retirement plan or statutory requirement.

D. Real and Personal Property

The Contractor agrees that, as owner, lessee, assignee or managing agent of real or personal property, it will not refuse to rent, lease, sell or otherwise deny such property to any person(s) because of race, color, religion, sex or national origin; nor will the Contractor discriminate in the terms or privileges of the rental, lease or sale or in the furnishing of services in connection therewith. Advertisements, solicitations, notices, statements, or circulations pertaining thereto will not limit, prefer, or discriminate on the basis of race, color, religion, sex or national origin.

E. Minority and Female Entrepreneurship

Consonant with and in furtherance of equal opportunity under law, the Contractor agrees to consider and make reasonable use of minority-owned and female-owned businesses in the procurement of goods and service, in the use of real or personal property, and in contracting for construction. In all instances, affirmative emphasis will be given to minority-owned and female-owned businesses offering comparable quality and value. The Contractor will similarly require equal opportunity/affirmative action on behalf of minority-owned and female-owned businesses in its financial agreements.

## SECTION IX. ORAL AND WRITTEN AGREEMENTS

All oral or written agreements, relating to the subject matter of this contract and which were made prior to the date of commencement specified in Section IV, between the Contractor and the County have been reduced to writing and are contained herein.

## SECTION X. AMENDMENTS

Any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties hereto except as may be expressly provided for in some other manner by the terms of this contract.

## SECTION XI. LEGAL AUTHORITY

- A. The Contractor assures and guarantees that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passes or taken giving the Contractor legal authority to enter into this contract and to perform the service Contractor has obligated itself to perform under this contract.
- B. The person or persons signing this contract on behalf of the Contractor warrant and guarantee to having been duly authorized by the Contractor to execute with contract on behalf of the Contractor to validly and legally bind Contractor to all terms, performances and provisions herein set forth.
- C. The County shall have the right, at its option, to either temporarily suspend or permanently terminate this

contract if there is any dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract. Contractor is liable to County for money it has received from the County for performance of the provisions of this contract, if the County has suspended or terminated this contract for the reason set aside in this contract.

## **SECTION XII.        AUDIT**

At its sole discretion, the County may arrange for an independent audit of all funds received under this contract by the County audit staff, or a certified public accountant.

## **SECTION XIII.        GEOGRAPHIC AND CLIENT COVERAGE**

The Contractor shall provide performances under this contract only within Hays County and shall service only citizens or residents of Hays County in using the funds provided by the County hereunder, except in an emergency situation wherein it is a dire necessity that a noncitizen or nonresident of Hays County, but who is at the time of service in Hays County, receive service from Contractor, in the expenditure of funds provided hereunder, on a temporary basis.

## **SECTION XIV.        EARLY TERMINATION**

- A. Either of the parties hereto shall have the right, in such party's sole discretion and at such party's sole option, to terminate and bring to an end all performances to be rendered under the terms hereof by notifying the other party hereto in writing of such termination at least thirty days prior to the effective date of such termination. Should neither party exercise their right to terminate, this contract shall terminate in accordance with the provision of Section III.
- B. Upon termination or receipt of notice to terminate whichever occurs first, the Contractor shall cancel, withdraw or otherwise terminate, any outstanding orders or subcontracts which relate to the performance of this contract and shall otherwise cease to incur costs hereunder.
- C. In no event shall the County be liable to the Contractor or the Contractor's creditors for expenses incurred after termination date.
- D. In the event that the Contractor has not exhausted the amount of money allocated to it in Section IV at the date of termination, the Contractor shall return to the County within thirty (30) days and in the manner prescribed by the County all unexpended and uncommitted funds.

WITNESS OUR HANDS EFFECTIVE THIS \_\_\_\_\_ OF \_\_\_\_\_, 2013.

Approved and accepted on behalf of Austin Traffic Signal Co, Inc.

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Ed Schroeder  
Vice President

Approved and accepted on behalf of the County of Hays.

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Judge Bert Cobb, M.D.  
County Judge County of Hays